NASSAU COUNTY LEGISLATURE

MINEOLA, NEW YORK

Feb 22, 2016

MEETING OF THE RULES COMMITTEE

1. Contracts

   Documents: B-4-16 WEB.PDF, E-5-16 WEB.PDF, E-30-16 WEB.PDF, E-31-16 WEB.PDF, E-32-16 WEB.PDF, E-33-16 WEB.PDF, E-34-16 WEB.PDF, E-35-16 WEB.PDF, E-52-16 WEB.PDF, E-13-16 WEB.PDF

B04-16

Nassau County
Department of Public Works

Staff Summary

Subject : Cedar Creek Chemical Reduction Project 3340 Merrick Road, Wantagh, NY 11793	Date: January 15, 2016
Department : Public Works	Vendor Name: R.J. Industries, Inc.
Department Head Name Shila Shah-Gavnoudias, Commissioner	Contract Number: S35114-10G
Department Head Signature	Personal Services ____ Blanket Res ___ Calendar ____ Bid √ Rules Comm. ____
Project Manager Name: Joseph N. Walker Phone Number: (516) 571-7512	Contract Manager Name: Joseph N. Walker Phone Number: (516) 571-7512

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
1/19/20	Dept. Head	1/25/16	Counsel to C.E.
KS 1/22/16	Budget	01/25/2016	County Atty.
1/15/16	Deputy C.E.		County Exec.

Narrative

Purpose:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

Discussion:

A total of three (3) firms bid. The contract was publicly bid in accordance with General Municipal Law 103. R.J. Industries, Inc. was the lowest responsible bidder with a base bid in the amount of $12,627,700.00.

Impact on Funding:

The contract provides for the expenditure of $12,627,700.00. Bids were opened on December 8, 2015. The lowest responsible bidder, R.J. Industries, Inc. has provided the County with a bid proposal which meets the Departments requirements. Funds for this contract are available in Capital Project No. S35114.

Recommendation:

The Department recommends this contract be approved as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 25 P 2:24

BC:ss
Revised 2/20/02

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: R.J. Industries, Inc.

2. Dollar amount requiring NIFA approval: $ 12,627,700

Amount to be encumbered: $ 12,627,700 1/4/16

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: 630 Calendar Days

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % _____
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:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

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:

Exceeds $50K.

AUTHORIZATION

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

Roseann Dallas — 1/25/16

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.

B04-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S35114-10G, ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of R.J. INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 12,627,700 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 20, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S35114-10G

Title: **CONTRACT S35114-10G – ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP**

Bids received on: December 8, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **R.J. Industries, Inc.,** as the lowest responsible bidder with a total bid amount of **$12,627,700.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

REQUEST TO INITIATE

RTI Number 15-0402

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ■ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: S35114-013C Glen Cove WPCP – Preliminary Treatment Improvements

Department: Public Works Project Manager: Thomas A. Immerso Date: December 2, 2015

Service Requested: Design of the Glen Cove Preliminary Treatment Improvements Project

Justification: Mechanical bar screens, screw conveyor, influent pumps, grit removal, motors and ancillary piping and controls are critical components of the Glen Cove WWTP and are approaching the end of their useful life. Replacing the worn and obsolete equipment with new more efficient equipment will improve reliability of this critical infrastructure and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/(Design)/Construction/CM/Equipment) $430,000.00
Circle appropriate phase

Total Project Cost: $ 5,990,375 (Includes, design, construction and CM)

Date Start Work: 12/18/15 (RFP) (Phase being requested) Duration: 36 months (Design) (Phase being requested)

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☒

NIFS Entered : _____ SIGNATURE _____ DATE

AIM Entered: _____ SIGNATURE 12/15/15 DATE

Funding Code: 35114 013 (use this on all encumbrances)

Timesheet Code: 35114 013 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.	RJ Industries	$12,627,700.00		
2.	Posillico Civil Inc.	$14.694,000.00		
3.	Silverite Construction Co. Inc.	$16,200,000.00		
4.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Division of Administration
Att: Loretta V. Dionisio, Hydrogeologist II

FROM: Division of Engineering
Water/Wastewater Engineering Unit

DATE: January 15, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No. S35114-10G

Title: Cedar Creek WPCP Chemical Reduction Project

Engineer's Estimate: $15,369,482.00

Bids Received On: December 8, 2015

The bids received for the above-mentioned contract have been examined; and, the bid submitted by R.J. Industries, Inc. in the amount of $12,627,700 is acceptable as the lowest responsible bidder.

We believe awarding the contract to R.J. Industries, Inc. is in the County's best interest as their bid amount was below the engineers estimate.

Since this bid is less than the engineer's estimate (18%); and, adequate funds are available (Capital Project No. CSW S35114), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find a completed Staff Summary, NIFA form, and Request to Initiate form for your information and use. Also, included is the design engineer's recommendation.

Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:cs
Attachments
c: Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Joseph N. Walker, Assistant Superintendent of Water Supply

Cedar Creek Water Pollution Control Plant Efficiency Capital Improvement Chemical Reduction

Bid Opening: 12/8 /2015 **Engineer:** Joseph Walker **Phone:** (516) 571-7580

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Amt Bid	$12,627,700.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% Amt Bid	$14,694,000.00	$0.00
Silverite Construction Co., Inc	520 Old Country Road West Hicksville, NY 11801	Zurich American Insurance Co	10% Amt Bid	$16,200,000.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

CDM Smith

60 Crossways Park West, Suite 340
Woodbury, NY 11757
tel: 516-496-8400
fax: 516-921-1521

January 8, 2016

Joseph L. Davenport, P.E.
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Subject: Nassau County, New York - Wastewater Facilities Efficiency Improvements
Contract No. S35114-10G Onsite Hypochlorite Generation (OSHG) Project
Bid Evaluation and Recommendation

Dear Mr. Davenport:

On December 8, 2015, Nassau County Department of Public Works (NCDPW) received three bids for the above referenced project. Camp Dresser McKee & Smith (CDM Smith) has performed a bid analysis of the bids received. Below is our summary of the analysis, references, and recommendation.

Bid Analysis

CDM Smith has reviewed the lump sum bids for Contract No. S35114-10G which are summarized as follows:

	Engineer's Opinion Of Probable Construction Cost	R.J. Industries, Inc.	Posillico Civil, Inc.	Silverite Construction Co, Inc.
ITEM NO. 1 - LUMP SUM OF BASE BID	$15,146,482	$12,350,700	$14,384,000	$15,850,000
ITEM NO. 2 - ALLOWANCE FOR MISCELLANEOUS ADDITIONAL WORK	$250,000	$250,000	$250,000	$250,000
ITEM NO. 3 - LUMP SUM - CPM SCHEDULING SYSTEM	-	$27,000	$60,000	$100,000
TOTAL	**$15,396,482**	**$12,627,700**	**$14,694,000**	**$16,200,000**

R. J. Industries, Inc (R.J. Industries) is the apparent low bidder with a bid that is approximately $2.7 million (17.8%) less than the Engineer's Opinion of Probable Construction Cost. We believe the bid offered by R.J. Industries is reasonable and R.J. Industries has affirmed their commitment to the County to honor this bid price.

References

Name: John Berchtold, Suffolk County DPW
Project: Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement Project
Completed: 2014

Mr. Berchtold indicated R.J. Industries is very good to work with, professional, responsive and accessible. The project went well and Mr. Berchtold said R.J. Industries is capable of handling a project in the $13M size range.

Name: Joseph Mautarano, D&B Engineers and Architects
Project: Great Neck WPCD Plant Upgrade and Expansion Project; Mictoturbine Cogeneration Facility Project
Completed: 2014 (both projects)

Mr. Mautarano confirmed his work experience with R.J. Industries on the Great Neck WPCD Plant Upgrade and Expansion to 5.3 MGD and the Mictoturbine Cogeneration Facility projects. Mr. Mautarano stated R.J. Industries was easy to work with, finished on time, was reasonable on change orders, and performed satisfactorily. Mr. Mautarano indicated he would use them for work in the future.

Nassau County DPW has also worked with R.J. Industries on past projects, and is currently working with them on the Heating Hot Water Piping Temporary System at the Bay Park STP. The County has indicated they are satisfied with R.J. Industries work.

Past Experience

CDM Smith also reviewed the Qualification Statement submitted with R. J. Industries, Inc.'s proposal. From the list of current and past projects performed, it is apparent that R. J. Industries has at least nine (9) projects involving work for the Nassau County DPW (NCDPW) and has performed work at the Cedar Creek WPCP. Contracts with the NCDPW range in value from $0.8M to $28.7M.

In addition to work with the NCDPW, R. J. Industries has significant experience with projects involving wastewater facilities in the area.

Award Recommendation

Based upon the above, CDM Smith recommends that this contract be awarded to the lowest responsive responsible bidder, RJ Industries, in the amount of $12,627,700. CDM Smith's recommendation is based on confirmation by the County of R.J. Industries compliance with the bonding, insurance, and other bidding requirements of the Contract, and satisfactorily providing all "Additional Information" as requested by the County in a letter dated December 30, 2015 to R.J. Industries.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to working with the County during the construction phase of this important project.

Sincerely,

Howard Matteson, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: J. Walker, Nassau County
C. Korzenko, CDM Smith

File: pw:\\DACPWAPP2:PW_EXT\Documents\5044\108742\

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: R.J. Industries, Inc.

CONTRACTOR ADDRESS: 75 East Bethpage Rd. Plainview, NY 11803

FEDERAL TAX ID #: 11-3401288

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 Newsday on November 6, 2015. The sealed bids were publicly opened on December 8, 2015. Three [3] 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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[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.

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

1/20/16

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.*

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: October 29, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Creek WPCP – Chemical Reduction Project
S35114-10G General Construction Contract

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
General construction at the Cedar Creek Water Pollution Control Plant

2. The work involves the following:
Construction of an on-site sodium hypochlorite generation facility at the Cedar Creek Water Pollution Control Plant.

3. An estimate of the cost is: $12,148,082

4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
Joseph N. Walker, Assistant Superintendent Water Supply

PROPOSAL

NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: R.J. Industries, Inc.

Bidder:

(Individual, Firm or (S)Corporation as case may be)

Bidder's Business Address: 75 East Bethpage Road; Po Box 349 Plainview, NY 11803

Telephone: 516-845-9772 Date of Bid: Dec. 8, 2015

FAX: 516-454-1759

NO TEXT THIS PAGE

PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

Name and Residence of Partner: _____

Name and Residence of Partner: _____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: Richard O. Felicetta [redacted]

Name and Residence of Vice-President: John C. Doremus [redacted]

Name and Residence of ~~Secretary~~ V.P.: John E. Koziarz [redacted]

Name and Residence of Treasurer: Secretary - William J. Doremus [redacted]

NO TEXT THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this Bid; and that no other person, firm or corporation, except those herein named, has any interest in this Bid or in the Contract proposed to be entered into.

2. That this Bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or will become interested directly, or indirectly, as a contracting party, partner, stockholder, Surety or otherwise in this Bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the Work; the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach the Contractor shall be required to have such a license.

NO TEXT THIS PAGE

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.
7. Bids may be rejected if the County determines that the contractor's experience and qualification statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning maintenance of plant operations (MOPO) and complex phasing and sequencing of equipment on and off line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate price bid, if any.

NO TEXT THIS PAGE

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S35114-10G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all General Construction work associated with the proposed onsite hypochlorite generation facilities at Cedar Creek WPCP. Twelve Million, three hundred and Fifty thousand, Seven hundred dollars / Dollars / NO Cents	—	—	$12,350,700	00
2	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two-Hundred and Fifty Thousand / Dollars / No / Cents	$250,000	00	$250,000	00
3	Lump Sum	For furnishing all services, copies, and incidentals required to provide Critical Path Method Scheduling System in accordance with, but not limited to, Section 01311. Twenty Seven Thousand and NO / Dollars / Cents	27,000	- -	27,000	00

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): $ 12,627,700.

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): MUST BE WRITTEN IN WORDS:

Twelve Million, Six hundred Twenty Seven Thousand, Seven hundred dollars + No Cents
DOLLARS / CENTS

GENERAL CONSTRUCTION

ALLOWANCES. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 2: An Allowance of Two Hundred and Fifty Thousand dollars ($250,000) for miscellaneous additional work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01025, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and all allowance items.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system supplier for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

SPECIFICATION NUMBER	DESCRIPTION	MANUFACTURER OR SUPPLIER
11344	FRP Chemical Storage Tanks	Kane Davey Associates Process Controls Process Equipment Sales or Equal
11500	Sodium Hypochlorite OSG Equipment Package	Electrolytic Technologies, LLC (Coral Gables, FL) or Equal
13125	Metal Building Systems	Butler Buildings or Equal
15855	Air Handling Units	Carrier, Trane or Equal
16450	Low Voltage Switchgear	Square D or Equal
16480	Low Voltage Motor Control Centers	Square D or Equal
16502	Lightning Protection System	~~Square D~~ Approved Lightning or Equal
16720	Fire Alarm System	~~Square D~~ Simplex or Equal

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

12/8/15
Signature/Date

Richard O. Felicetta, President
Print Name and Position

Richard O. Felicetta
Pres

NO TEXT THIS PAGE

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No +

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

R.J. Industries, Inc.
(Name of Business)

Richard O. Felicetta,
President

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all Work in accordance with the Plans and Specifications:

Bidder: R.J. Industries, Inc.
(Individual, Firm or Corporation as case may be)

Individual's Social Security No.: _____

Federal I.D. No. 11-3401288

By: _____
(Signature of Individual, Partner or Corporate Officer)

(Print): Richard O. Felicetta

Title: President

(Where Bidder is a Corporation Add)

ATTEST: _____
Secretary

(Corporate Seal)

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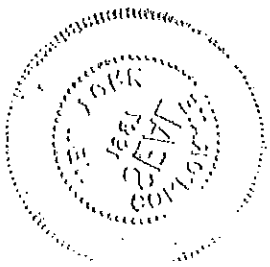

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20____.

_____
Notary Public

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

Richard O. Felicetta Being duly sworn, deposes and says: That he resides at Suffolk County, NY at he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said Corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me this 8 day of Dec. 20 15.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 16

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. S35114-10G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
R.J. Industries, Inc. 75 East Bethpage Rd. Plainview, NY 11803 Federal ID No.: 11-3401288	Energy Efficiency, Chemical Reduction Project at Cedar Creek WPCP	12/8/15	$12,627,700.-

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [x] Plumbing and Gas Fitting
- [x] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Bang Electric Farmingdale, NY Federal ID No.	☐	☐	☑	Electric / Division 16	$2,200,000
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Vice President Date: 12/8/15

NO TEXT THIS PAGE

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP Upgrade & Expansion - GC & Mechanical	Village of Patchogue	Steven Cluff H2M Group 631-756-8000	$8,906,550	2011

As of June 30, 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010

As of June 30, 2015

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned R.J. Industries, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2nd day of December, 20 15

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S35114-10G for the Energy Efficiency Chemical Reduction Project; Cedar Creek WPCP Contract No. S35114-10G - General Construction.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

R.J. Industries, Inc.
75 East Bethpage Road, P.O. Box 349, Plainview, NY 11803
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
William J. Doremus, Secretary-Treasurer

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Surety

by _____ (L.S.)
Title of Officer Susan Lupski, Attorney-In-Fact

Witness:
~~Attest:~~ _____ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXXXX~~ Desiree Cardlin

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 3rd day of December, 2015, before me personally came William J. Doremus to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted]
that he is the Secretary-Treasurer of the R.J. Industries, Inc.
the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of
the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 2nd day of December , 20 15 , before me personally came Susan Lupski to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski and knows him to be the Attorney-In-Fact of said company; that the signature of the said Susan Lupski subscribed to the within instrument is in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice .

DANA GRANICE
Notary Public, State of New York
No. 01GR6099128
Qualified in Suffolk County
Commission Expires 9/22/2019

Notary Public

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. [redacted]

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Wod-Warren; Nelly Renchiwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of July 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of July 2015 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman of the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 02 2015 day of _____, 20_____.

By: _____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call [illegible] EST on any business day.

LMS 12873_122013

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets	Liabilities
[redacted]	[redacted]

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of [redacted] as is shown by its sworn financial statement for the Year-End as of December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

SUBCONTRACTOR LIST AND SCHEDULE OF VALUE

Cedar Creek WPCP
Chemical Reduction Project

Onsite Hypochlorite Generation Facility

BIDDER: R. J. Industries, Inc.

SUBCONTRACTORS:

1. Plumbing:
   a. Company: Self Perform
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: _____

2. Heating, Ventilating, and Air Conditioning
   a. Company: Self Perform
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: _____

3. Electrical:
   a. Company: Bina Electric
   b. Address: Gazza Blvd. Farmingdale, NY
   c. Telephone: 631-249-6110
   d. Contact Name: Steve Bender
   e. Subcontract Value: $2,700,000.00

NO TEXT ON THIS PAGE

PROPOSAL

NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

INDEX FOR PROPOSAL

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NO TEXT THIS PAGE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: R.J. Industries, Inc.

Address: 75 East Bethpage Road; PO Box 349

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3401288

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp sub s-corp Other (specify)

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

Richard O. Felicetta, President [redacted]

John C. Doremus, Vice President

John E. Koziarz, Vice President

William J. Doremus, Secretary-Treasurer

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

see response to question #4

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.

R.J.I. Mechanical, Inc. 18-15 129th Street; College Point, NY 11356
affiliate of R.J. Industries, Inc.

RJ/Scalamandre, JV 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc. and Peter Scalamandre and Sons Corp.

BSRJ A T/V 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc., Peter Scalamandre and Sons, Corp and Bana Electric Corp.

**None of the affiliates are currently scheduled to perform on contract S35114-10G.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

none

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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: 12/8/15

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

---

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

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:

N/A

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.

Dated: 12/8/15

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard O. Felicetta, President

Name and Title of Authorized Representative

m/d/yy

Signature

12/8/15

Date

R.J. Industries, Inc.

Name of Organization

75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: November 10, 2015

1) Bidder's/Proposer's Legal Name: R.J. Industries, Inc.

2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803

List all other business addresses used within last five years: n/a

3) Mailing Address (if different): 75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Phone : 516-845-9772

Does the business own or rent its facilities? n/a

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-3401288

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation x__ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes x__ No ___ If Yes, please provide details: RJ manages BSRJ A T/V & RJ/Scalamandre, JV out of it's main office in Plainview, NY.

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes x__ No ___ If Yes, provide details. R.J.I. Mechanical, Inc.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x__ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No x__
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No x__ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X___ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No x__ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X__ Yes ___ 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? No X__ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No x__ Yes ___ 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? No X__ Yes ___ 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? No x Yes ___; 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? No x Yes ___ 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:

(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 as collection agent on behalf of Nassau County. none

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. none

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.

17)a)(ii) In 2014, RJ had an open position for an MWBE Officer; we attempted to fill the position with a former employee who was our MWBE Officer but she declined. We received a resume from Brittany Pedenzin, who happens to be related to Robert Pedenzin, an employee of Hazen and Sawyer, the engineering firm currently working for Nassau County.
Brittany was hired and has been working as our MWBE officer on all RJ (& related) projects since April 7, 2014.

17)b) We would be willing to assist Nassau County on any initiatives that would help the County maintain protocols that eliminate potential conflicts of interest. Should we learn of any potential / questionable issues that may arise, we intend to notify the County for its determination of what is appropriate.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 9/2/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company; see attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 25 non-union / union varies (25-35)

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

see enclosed schedule of projects

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company see attached

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

Company

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard O. Felicetta, 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 8th day of December 2015

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

Name of submitting business: R.J. Industries, Inc.

By: Richard O. Felicetta
Print name

Signature

President
Title

12/8/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard O. Felicetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   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 9 / 2 /1997 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?
   NO ___ YES X If Yes, provide details. Stockholder (45% interest in R.J. Industries, Inc.)

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? NO ___ YES X If Yes, provide details.
   Personal Guarantor - RJ (& affiliated) credit lines at Signature Bank

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? NO ___ YES X ; If Yes, provide details.
   Managing Member of RJ/Scalamandre, JV and BSRJ A T/V

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? NO ___ YES X If Yes, provide details.
   See Attached Schedule of Projects

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? NO _X_ YES _____ 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? NO _X_ YES ___ 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? NO _X_ YES ___ 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? NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ 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? NO _X_ YES ___ 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? NO _X_ YES ___ 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? NO _X_ YES ___ 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? NO x___ YES ___ 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? NO _x__ YES ___ 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? NO x___ YES ___ 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? NO _x__ YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard O. Felicetta, 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 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

R.J. Industries, Inc.
Name of submitting business

Richard O. Felicetta
Print name

Signature

President
Title

12/8/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 9/2/1997 to present ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES _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? NO ___ YES _x_ If Yes, provide details. Personal Guarantor - Signature Bank credit lines

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? NO ___ YES _x_; If Yes, provide details.
   BSRJ a T/V & RJ/Scalamandre, JV

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? NO ___ YES _x_ If Yes, provide details.
   see attached

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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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 6? NO x___ YES ___ 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? NO _x__ YES ___ 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? NO x___ YES ___ 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? NO _x__ YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John C. Doremus, 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 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

RJ Industries, Inc.
Name of submitting business

John C. Doremus
Print name

Signature

Vice President
Title

12 / 8 / 15
Date

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had?

   a. as a Prime Contractor 7

   b. as a Subcontractor 17

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to you? no
   If so, identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? no
   If so, identify the project, the owner, the contract amount, the circumstances and the date of all default actions.

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and date of all such declarations.

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm?

a. that failed to complete a construction contract? no
If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts?
no

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? no
If so; state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

Real Estate Partnership 512 W 185th Street, LLC (minority interest)

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard O. Felicetta,	President,	27 yrs,	General & Mechanical	Executive/Project Mgt
John C. Doremus,	Vice President,	24 yrs,	General & Mechanical	Executive/Project Mgt
John E. Koziarz,	Vice President,	24 yrs,	Mechanical	Proj. Mgmt.
William J. Doremus,	Sec. Treasurer	16 yrs.		Finance/Admin

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Signature Bank - 2010 Grove RT 600E (50 Ton Crane)

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.
Review of contract documents & pre-bid site visit

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.
Will perform in accordance with owner approved schedule

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.
John Doremus

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached sample certificate

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "**Qualifications and Responsibility of Bidders**" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Richard O. Pelicetta, President

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

Richard O. Feliciotta
_____ Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
R.J. Industries, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 8th day of December, 2015

_____
Notary
EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 16

(Form of affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm in which executed the foregoing bid; that he duly subscribed in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
this day of , 20

_____
Notary

(Form of affidavit where Bidder is a individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
this day of , 20

_____
Notary

R.J. Industries, Inc.

75 East Bethpage Road
P.O. Box 349
Plainview, New York 11803-0349

Phone: (516) 845-9772
Fax: (516) 454-1759

January 6, 2016

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Att: Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

Re: Contract No. S35114-10G
Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
M/WBE Utilization Waiver Request

Dear Commissioner,

Reference is made to the above noted Project. Please find enclosed our M/WBE utilization plan for the above project.

There are several items where we were unable to locate a certified M/WBE firm to provide the following scopes of work.

Spec. Section	Description	Amount
01020	Allowances	250,000.00
	Bond (Insurance)	588,720.00
02316	Auger Cast Grout Piles	860,000.00
	Metal Building System	556,000.00
11344	FRP Chemical Storage Tanks	218,000.00
11500	OGS Tanks	3,380,000.00
	Total Requested Waiver	**5,852,720.00**

Therefore, we respectfully request a waiver for the project whereby our goal is calculated by a modified contract amount to reflect this situation. Should you accommodate our request and approve our waiver, our amended goal would be as follows:

Original Contract Amount	12,627,700.00
Less Waived Items	5,852,720.00
Amended Contract for M/WBE Goal Purposes	$6,774,980.00
Amended M/WBE Goal – 20%	$1,354,996.00

We trust the above is in order and await your timely reply.

R.J. Industries, Inc.

Very truly yours,
R.J. Industries, Inc.

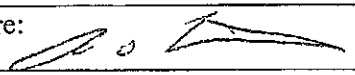
Richard Felicetta
President

JD/ed
cc: Brent Chow (Jacobs)
John Koziarz (RJ)
Joe Walker (NC)
John Doremus (RJ)

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: R.J. Industries, Inc.
Address (street/city/state/zip code): PO BOX 349, Plainview, NY 11803
Authorized Representative (name/title): Richard Felicetta, President
Authorized Signature: 
Contract Number: S35114-10G
Contract/Project Name: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
Contract/Project Description: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$12,627,700.00		
Total MBE Dollar Amount	$225,000.00	MBE Contract Percentage	1.78%
Total WBE Dollar Amount	$290,000.00	WBE Contract Percentage	2.29%
Total Combined M/WBE Dollar Amount	$515,000.00	Combined M/WBE Contract Percentage	4.07%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Sirina Fire Protection Address: 151 Herricks Road City: Garden City State/Zip Code: NY, 11040 Authorized Representative: Anthony Florez Telephone No. 516-942-0400	Sprinkler System	Amount ($): 75,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: A K De Rama Industrial Control Systems Inc. Address: 253 Sheffield Street City: Mountainside State/Zip Code: NJ, 07092 Authorized Representative: Antonio De Rama Telephone No. 908-789-1600		Amount ($): 150,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: DME Construction Associates, Inc. Address: 126 Old Field Road City: Setauket State/Zip Code: NY, 11803 Authorized Representative: Peter Chardon Telephone No. 631-689-2616	Roofing	Amount ($): 145,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Atlantic Reinforcing Concrete Co., Inc. Address: 14 Burt Drive, Unit G City: Deer Park State/Zip Code: NY, 11729 Authorized Representative: Erin Lynam Telephone No. 631-242-5020		Amount ($): 125,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Hailey Insulation Corporation Address: 585 Route 25A City: Rocky Point, NY 11778 State/Zip Code: NY, 11778 Authorized Representative: Amy Donnelly Telephone No. 631-689-0450		Amount ($): 20,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Contract ID#: CQDA15000017

Department: District Attorney

E-5-16

Contract Details

SERVICE Resource Coordinator

NIFS ID #: CQDA15000017 NIFS Entry Date: 11/10/15 Term: from 03/15/15 to 03/14/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department	
Name **Fund for the City of New York, Center for Court Innovation**	Vendor ID# **13-2612524**	Department Contact **Jeffrey Stein** **Chief Administrative Officer**	
Address 520 8th Avenue, 18th Floor New York, NY 10018	Contact Person Liberty Aldrich, General Counsel Phone (646)386-3830	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501 Phone (516)571-3562	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* Y	11/10/15 11/16/15		
	OMB	*NIFS Approval (Contractor Registered)* ☐	11/17/15	William Cote	Yes☐ No☐ Not required if blanket resolution
11/30/15	County Attorney	*CA RE & Insurance Verification* ☑	12/1/15		
12/1/15	County Attorney	*CA Approval as to form* ☑	12/2/15		Yes☐ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	12/14/15	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
12/30/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/30/15		

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY
2016 JAN 22 PM 4:26

Contract ID#: CQDA15000017

Department: District Attorney

Contract Summary

Description: **Resource Coordinator for the Nassau County Adolescent and Diversion Part**

Purpose: To provide and supervise a full time dedicated resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part. The purpose of this program is to ensure that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduce the likelihood that they will be trapped in a cycle of re-offending. Additionally, the program has an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety.

Method of Procurement:
The Fund for the City of New York, Center for Court Innovation (the Center) is a unique public/private partnership between the New York State Unified Court System and the Fund for the City of New York. The Center has an ongoing, formal contractual relationship with the Unified Court System and functions as its research and development arm. (See attached Sole Source Justification)

Procurement History:
N/A

Description of General Provisions:
Twelve Month contract from March 15, 2015 to March 14, 2016, in the amount of Ninety-Six Thousand Seven Hundred Forty Three dollars ($96,743.00), to provide a resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part.

Impact on Funding / Price Analysis:
None, This is funded through NYS forfeiture funds.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA10
Resp:	DAGRT891BOTH
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$96,743.00
Capital	$
Other	$
TOTAL	$96,743.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/ DE500	$96,743.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$96,743.00

J. Amato 12/1/15

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Tracy Niedfeld** **Date:** **11/10/15**

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 12/15/15
Date	Date	(For Office Use Only)
		E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEYS OFFICE AND FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

WHEREAS, the County has negotiated a personal services agreement with the Fund for the City of New York, Center for Court Innovation for providing and supervising a full time dedicated resource coordinator for the Nassau County Adolescent Intervention and Diversion Part, 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 said agreement with the Fund for the City of New York, Center for Court Innovation.

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: Fund for the City of New York, Center for Court Innovation

CONTRACTOR ADDRESS: 520 8th Avenue, 18th Floor, New York, NY 10018

FEDERAL TAX ID #: 13-2612524 (02)

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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[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.

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

10/16/15
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.***

Sole Source Justification for Contract with the Center for Court Innovation

Organization Name: Fund for the City of New York, Center for Court Innovation

The Center for Court Innovation (the Center) is a unique public/private partnership between the New York State Unified Court System and the Fund for the City of New York. The Center has an ongoing, formal contractual relationship with the Unified Court System and functions as its research and development arm. The Center has a long history of developing and sustaining innovative court-related initiatives in New York, including the Midtown Community Court, the Brooklyn Treatment Court, and the Red Hook Community Justice Center. The Center has received both a Harvard University Innovations in American Government Award and the Peter Drucker Award for Innovation in honor of its unique role in fostering court innovation in New York State and nationally.

The Nassau County Adolescent Diversion Part is a groundbreaking partnership between the Office of Court Administration, the Nassau County District Attorney's Office, the Center for Court Innovation, as well as numerous service providers in Nassau County. This program ensures that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduces the likelihood that they will be trapped in a cycle of re-offending. Additionally, Nassau County pilots an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety. Both efforts require on-site coordination to ensure that appropriate defendants are identified and referred to effective services and that prosecutor, defense counsel and the court receive timely and accurate updates on their participation in those services. Additionally, an on-site coordinator allows project stakeholders to track outcomes and case resolutions. In order to achieve these goals, the Center for Court Innovation has hired, trained and supervises a Resource Coordinator to staff both projects.

The Resource Coordinator's Role: The Adolescent Diversion Part seeks to help teenage defendants avoid the legal and collateral consequences associated with criminal prosecution and receive the assistance they need to pursue law-abiding, productive futures. The initiative has fundamentally re-engineered how the cases of 16 and 17 year olds are dealt with in criminal court. The Adolescent Diversion Part has several primary elements which require support from an on-site Resource Coordinator:

1. All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated

assessment by probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

2. Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

3. With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use short-term interventions as a springboard to voluntary engagement in longer-term services.

4. The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

Uniqueness of the Contractor

The Center for Court Innovation is a one-of-a-kind public/private partnership that acts as the New York State Unified Court System's research and development arm and is uniquely suited to provide the necessary services. For the past fifteen years in New York, the Center has worked with the court system to create and operate demonstration projects that test new ideas to address local public safety problems, implement new solutions, and evaluate their effectiveness. The Center's projects include: alternative to detention programs, community courts, drug courts, reentry courts, domestic violence courts, and mental health courts. In each of these projects the Center has had a commitment to developing technology to collect and provide crucial information for project operations, as well as collecting data for rigorous evaluations to assess program impact and

effectiveness. This includes a commitment to tracking outcomes and case resolutions. The Center's firsthand experience working with the New York State Unified Court System on various initiatives has given it one-of-a-kind expertise in implementing new approaches to societal problems such as drug abuse, mental illness and low level offending.

With its extensive experience in working with youth, piloting alternative to incarceration programs, problem-solving court development, and court technology, as well as its well-established relationship with the New York State Unified Court System's Office of Court Administration, the Center is uniquely suited to provide assistance with the numerous legal and technical initiatives necessary for this project.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Fund for the City of New York, Center for Court Innovation

   Address: 520 Eighth Avenue, 18th Floor

   City, State and Zip Code: New York, NY 10018

2. Entity's Vendor Identification Number: 13-2612524

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp 501c3 Nonprofit 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):

See attached list of Board of Directors.

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.

N/A

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

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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: 9-25-2015

Signed: [signature]

Print Name: Mary McCormick

Title: President

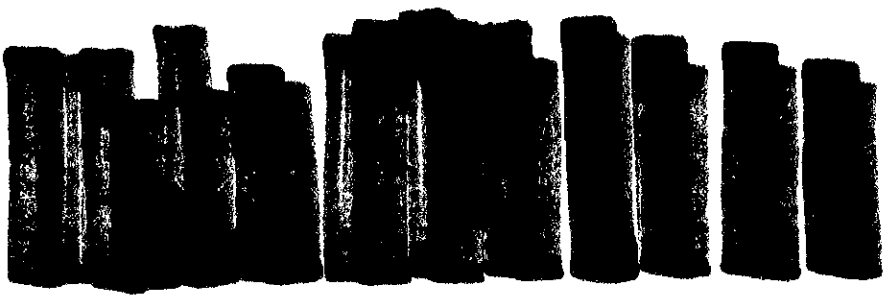
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

BOARD OF DIRECTORS LISTING

Contractor Name: **Fund for the City of New York**

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone
Vaughn Williams	Board Member since 2011 Currently serving as Chair	[redacted]	Of Counsel, Skadden, Arps, Slate, Meagher & Flom LLP	(212) 735-3470
Robert Abrams	Board Member since 2014	[redacted]	Partner, Stroock Stroock and Lavan	(212) 806-5546
Michael Arad	Board Member since 2012	[redacted]	Partner, Handel Architects LLP; Designer, World Trade Center Memorial	(212) 994-2030
Maggie Boepple	Board Member since 2011 Currently serving as Vice Chair	[redacted]	President and Director, Performing Arts Center at World Trade Center	(212) 266 3001
Robert Tierney	Board Member since 2014	[redacted]	NYC Landmarks Preservation Commission	(917) 971-1615
Mary McCormick	Board Member since 2014	[redacted]	FCNY	(212) 925-6675
Dana Buchman	Board Member since 2011 Currently serving as Secretary	[redacted]	Fashion Designer, Promise Project	(212) 626-3140
Ester Fuchs	Board Member since 2013	[redacted]	Professor of International & Public Affairs and Political Science, Columbia University	(212) 854-3866
Robert G. M. Keating	Board Member since 2009 Currently serving as Treasurer	[redacted]	Vice President, Strategic Initiatives, Pace University	(212) 346-1855
Lisette Nieves	Board Member since 2009	[redacted]	Belle Distinguished Visiting Professor in Public Policy, City University of New York	(347) 663-2162
Jeanette Wagner	Board Member since 2014	[redacted]	Vice Chairman Emerita, Estee Lauder Companies, Inc.	(212) 572-4730



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 20___ (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 the District Attorney, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Fund for the City of New York, Center for Court Innovation, a New York State not-for-profit corporation, having its principal office at 520 8th Avenue, 18th Floor, New York, New York 10018 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on March 15, 2015 and terminate on March 14, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of providing and supervising a full time dedicated resource coordinator for the Nassau County Adolescent Intervention and Diversion Part, whose services and the program are more fully described in Attachment A ("Services").

The duties of the Resource Coordinator shall be as follows:

(1) All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated assessment by Probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

(2) Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

(3) With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including

substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use short-term interventions as a springboard to voluntary engagement in longer-term services.

(4) The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

(5) Assume other tasks and responsibilities assigned to support the operations of the program as necessary.

(b) The Parties shall mutually agree to exact days the Services under this Agreement shall be provided for. For purposes of this Agreement, a full work day shall consist of a minimum of seven (7) hours.

(c) The Contractor shall submit to the Department quarterly progress reports in such format approved by the Department which provides, at a minimum, the following information:

(1) Number of cases routed to intervention and diversion part.
(2) What social services were utilized?
(3) Where were clients referred?

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Ninety-Six Thousand Seven Hundred Forty-Three dollars ($96,743.00) (the "Maximum Amount"), payable in accordance with the attached Budget, Attachment B.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination

of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reallocation Among Line Items: The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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 the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Attachment C, conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement

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

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

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the

Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

By: _____
Name: Greg Berman
Title: Executive Director
Date: 9.25.15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 25th day of SEPTEMBER in the year 2014 before me personally came GREG BERMAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the DIRECTOR of Fund For The City of NY / Center For Court Innovation, 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.

Michele Maestri
NOTARY PUBLIC

MICHELE MAESTRI
Notary Public, State of New York
No. 01MA6246371
Qualified in Queens County
Commission Expires Aug. 08, 2016

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the 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

ATTACHMENT A

Project Description

The Nassau County Adolescent Diversion Part is a groundbreaking partnership between the Office of Court Administration, the Nassau County District Attorney's Office, the Center for Court Innovation, as well as numerous service providers in Nassau County. This program ensures that adolescents ages 16 and 17 years old receive the benefit of appropriate services and reduces the likelihood that they will be trapped in a cycle of re-offending. Additionally, Nassau County pilots an initiative to divert trafficking victims from the criminal justice system and to ensure that they are linked with social services specifically designed to help lead them to safety. Both efforts require on-site coordination to ensure that appropriate defendants are identified and referred to effective services and that prosecutor, defense counsel and the court receive timely and accurate updates on their participation in those services. Additionally, an on-site coordinator allows project stakeholders to track outcomes and case resolutions. In order to achieve these goals, the Center for Court Innovation has hired, trained and supervises a Resource Coordinator to staff both projects.

The Resource Coordinator's Role: The Adolescent Diversion Part seeks to help teenage defendants avoid the legal and collateral consequences associated with criminal prosecution and receive the assistance they need to pursue law-abiding, productive futures. The initiative has fundamentally re-engineered how the cases of 16 and 17 year olds are dealt with in criminal court. The Adolescent Diversion Part has several primary elements which require support from an on-site Resource Coordinator:

1. All cases involving 16 and 17 year olds charged with misdemeanors and, in certain cases, non-violent felonies are assigned to the Adolescent Diversion Part. Each defendant is then required to have a validated assessment by probation using the Youth Assessment Screening Instrument (YASI). The Resource Coordinator reviews each assessment and makes a recommendation to the Court regarding appropriate treatment or alternative program referrals.

2. Judges hearing cases involving 16 and 17 year olds receive training in topics such as adolescent brain development, trauma, substance abuse, mental health, co-occurring disorders, education, and family issues. The Resource Coordinator organizes and coordinates these training programs.

3. With support from the Resource Coordinator, participating judges have access to expanded sentencing options, generally consisting of short-term social service interventions – including sessions devoted to conflict resolution, civic responsibility, and vocational and educational goal setting – as well as community service. Each sentencing decision is informed by the brief YASI assessment conducted prior to the defendant's court appearance that elicits factors contributing to offending, including substance abuse, mental health needs, trauma, cognitive behavioral challenges, educational deficits, and familial stress. Where mental health needs are identified, an in-depth assessment informs individualized plans for community-based treatment and family support services. Services are age-appropriate and address the unique emotional and developmental needs of adolescents. In general, the program seeks to use

short-term interventions as a springboard to voluntary engagement in longer-term services.

4. The Resource Coordinator recommends an appropriate therapeutic intervention and monitors compliance with treatment. The Resource Coordinator is in regular contact with each of the treatment agencies and reports to the Court and each of the stakeholders if the adolescent fails to attend treatment or if an alternative level of care is required.

ATTACHMENT B

BUDGET

Fund for the City of New York: Center for Court Innovation
Nassau County
Resource Coordinator in Youth Intervention and Trafficking Victims Problem-Solving Courts
March 15, 2015 - March 14, 2016

		Annual Rate	Annual FTE	TOTAL BUDGET
Personnel*				
Resource Coordinator	L. DeVito	$56,700	100%	56,700
Supervisor	D. Reilly	$108,200	5%	5,410
Subtotal				**62,110**
Fringe Benefits**		32.00%		19,876
Total Personnel				**81,986**
OTPS				
Administrative Fees		18%		14,757
Total OTPS				**14,757**
PROJECT TOTAL				**96,743**

***Notes regarding Personnel Line:**

- Parties shall mutually agree to exact days the Services under this Agreement shall be provided. For purposes of this Agreement a full work day shall consist of a minimum of seven (7) hours.
- Reimbursement of Personnel costs will include reimbursement for any leave time taken at the annual FTE percentage up to the maximum salary stated in this contract budget.

****Notes regarding Fringe Benefits Line:**

- Fringe reimbursement does not include reimbursement of leave time taken.

Attachment C

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____ ____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Fund for the City of New York, Center for Court Innovation (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of the District Attorney (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. §-1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By:_____

Print Name:_____

Title: _____

Date:_____

FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION

By: [signature]

Print Name: Greg Berman

Title: Executive Director

Date: 9.25.15

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any

other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Mary McCormick _____ (Name)

[redacted] (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

9/23/15
Dated

Signature of Chief Executive Officer

Mary McCormick
Name of Chief Executive Officer

Sworn to before me this
23rd day of September, 2016.

Juana F. Rosario
Notary Public

JUANA F. ROSARIO
Notary Public - State of New York
NO. 01RO6107952
Qualified in Queens County
My Commission Expires 4/12/16

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. **Vendor:** **Fund for the City of New York, Center for Court Innovation (CQDA14000005)** L5000017 (DSS)

2. **Dollar amount requiring NIFA approval:** $ **96743.00**

   Amount to be encumbered: $ **96,743.00**

   This is a ___X___ 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:** **03/15/15 to 03/14/16**

   Has work or services on this contract commenced? ___X___ Yes ____ No

   If yes, please explain: **This is a continuous program. Work is on-going.**

4. **Funding Source:**

___ General Fund (GEN)	___ Capital Improvement Fund (CAP)
___ Police District Fund (PDD)	___ Red Light Camera Fund (RLC)
___ Police Headquarters Fund (PDH)	___ Public Utility Authority (PUA)
___ Fire Commission Fund (FCF)	_X_ Grant Fund (GRT)
___ Sewer & Storm Water Fund (SSW)	Federal % __15__
	State % __85__
	County % _____

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

Vendor provides and supervises a full time dedicated resource coordinator for the new Nassau County Adolescent Intervention and Diversion Part.

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:**

CQDA14000005 01 DAGRT891BOTH DE500 CENTER FOR COURT INNOVATION $90,333

NOTE:

At a minimum, all submissions must include 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 reserves the right to request additional information as needed.

AUTHORIZATION

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

Roseann Dallen — 11/30/15

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.

Furthermore, 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.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

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

Contract ID#: CQAT14000023

Department: County Attorney R44

E-30-16

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT16000004 NIFS Entry Date: 12/22/2015 Term: August 26, 2014 - Completion

New ☐ Renewal ☐	
Amendment #1	☒
Time Extension	☐
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: Jaclyn Delle
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (914) 872-7497	Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/30/15		Yes ☐ No ☐ Not required if blanket resolution
1/7/16	County Attorney	*CA RE&I Verification* ☑	1/7/16		
1/7/16	County Attorney	*CA Approval as to form* ☑	1/7/16		Yes ☑ No ☐
	LEG. Legislative Affairs	*Fw'd Original K to CA* ☐	1/24/16		
	LEG. Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
1/21/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/21/16		

JAN 21 P 1:55

RECEIVED NASSAU COUNTY LEGISLATURE

PR5254 (8/04)

Contract ID#: CQAT14000023

Department: County Attorney

Contract Summary

Description: Amendment to outside counsel contract.
Purpose: Amendment to an existing outside counsel contract to represent Officer Mario Mastropierro in the matter Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017(SJ)(RML). This case was sent to outside counsel because of a conflict.
Method of Procurement: Contract amendment. See below for procurement history.
Procurement History: A Request for Qualifications was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $150,000.00 max amount, but only $100,000.00 encumbrance at this time as per the contract.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$100,000.00
2		$
3		$
4		$
5	J. Amato 1/7/16	$
6		$
	TOTAL	$100,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/21/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

E-30-16

RULES RESOLUTION NO. 46- 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/22/16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT16000004)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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 _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on January 22, 2015. 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 as follows: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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. X 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. 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

12/23/16
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

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000023 between the County and Counsel, executed on behalf of the County on January 22, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ) (RML), 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 is from August 26, 2014 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Thousand Dollars ($100,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars ($150,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Two Hundred Fifty Thousand Dollars ($250,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars ($100,000.00). Thereafter, the Department shall

notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPOLZINO
Title: PARTNER
Date: DECEMBER 9 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/3/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 9th day of December in the year 2015 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman & Dicker 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 Jaclyn Delle

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

On the 23rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Jaclyn Delle
NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

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

Contract ID#:CQAT14000023

certified contract received on 01/28/2015 LR

Department: County Attorney

E-243-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT14000023 NIFS Entry Date: 09/17/2014 Term: August 26, 2014 - Completion

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	~~Yes X~~	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name	Vendor ID#
Wilson Elser Moskowitz Edelman & Dicker LLP	132679447
Address	**Contact Person**
666 Old Country Road Suite 510 Garden City, New York 11530	Robert A. Spolzino, Esq.
	Phone
	(914) 872-7497

County Department

Department Contact	
Daniel Gregware	
Address	
One West Street Mineola, New York 11501	
Phone	
(516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐			
	OMB	*NIFS Approval*	☐	9/26/14		Yes ☐ No ☐ Not required if blanket resolution
10/1/14	County Attorney	*CA RE&I Verification*	☑	10/1/14		
	County Attorney	*CA Approval as to form*	☐	12/22/2014		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original K to CA*	☐	10/17/14		
	Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	11/26/2014		
	County Comptroller	*NIFS Approval*	☑	12/1/14		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	10/19/14		

PR5254 (8/04)

E-243-14

RULES RESOLUTION NO. 259 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-3-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

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: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT14000023)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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.

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.

<u>In addition</u>, 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

9/22/14
Date

<u>NOTE:</u> 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.

EMPLID	Name	A/L/T	Job Code	Location
[redacted]	Billek,Maxwell L	A	Equity Partner	[redacted]
	Brown,Kenneth M	A	Equity Partner	
	Flores,Daniel F	A	Equity Partner	
	Gottilla,Roger R	A	Equity Partner	
	Hopkinson Kelly,Barbara A	A	Equity Partner	
	Krauss,Kurt W	A	Equity Partner	
	Lesko,Robert P	A	Equity Partner	
	O'Connor,Carolyn F	A	Equity Partner	
	Quinn,Thomas F	A	Equity Partner	
	Riina,William J	A	Equity Partner	
	Turner,Michael P	A	Equity Partner	
	Bialek,Adam R	A	Equity Partner	
	Bottari,Paul J	A	Equity Partner	
	Boule,Eugene T	A	Equity Partner	
	Caiazzo,Nicholas R	A	Equity Partner	
	Contino,Victoria M	A	Equity Partner	
	Dimarco,Erik C	A	Equity Partner	
	Endick,Marshal	A	Equity Partner	
	Evans,Julie Robin	A	Equity Partner	
	Fuerth,Glenn J	A	Equity Partner	
	Gardner,Gary A	A	Equity Partner	
	Gregory,Robin N	A	Equity Partner	
	Hirsch,Irving B	A	Equity Partner	
	Kent,Steven S	A	Equity Partner	
	Klein,Richard S	A	Equity Partner	
	Leghorn,Thomas	A	Equity Partner	
	Lum,Larry H	A	Equity Partner	
	Malfa,Frances	A	Equity Partner	
	Ottombrino,Lois K	A	Equity Partner	
	Pariser,Robert J	A	Equity Partner	
	Pernicone,Carl J	A	Equity Partner	
	Roer,Ricki Ellen	A	Equity Partner	
	Rosen,Adam B	A	Equity Partner	
	Rubenstein,Richard H	A	Equity Partner	
	Schaffer,Scott R	A	Equity Partner	
	Sheiffer,David S.	A	Equity Partner	
	Stevens,Michael N	A	Equity Partner	
	Stopnik,Scott H	A	Equity Partner	
	Tompkins III,George N	A	Equity Partner	
	Turner,Ryan M	A	Equity Partner	
	Weber,Robert M	A	Equity Partner	
	Wilson Jr,Thomas W	A	Equity Partner	
	Zibas,Jura C	A	Equity Partner	
	Freeman,Nicholas D	A	Equity Partner	
	McDonough,Sean M	A	Equity Partner	
	Bachrach,Joshua	A	Equity Partner	

EMPLID	Name	A/L/T	Job Code	Location
[redacted]	Spolzino,Robert A	A	Equity Partner	[redacted]
[redacted]	Tillem,David L	A	Equity Partner	[redacted]
[redacted]	Tobin,Thomas W	A	Equity Partner	[redacted]
[redacted]	Tumbarello,Phillip	A	Equity Partner	[redacted]
[redacted]	Vignali,Rosario M	A	Equity Partner	[redacted]

Human Resources
09/03/2014

Houston	909 Fannin Street Suite 3300 Houston, TX 77010 Directions	p. 713.353.2000 f. 713.785.7780
Kentucky	100 Mallard Creek Road Suite 250 Louisville, KY 40207 Directions	p. 502.238.8500 f. 502.238.7995
Las Vegas	300 South 4th Street 11th Floor Las Vegas, NV 89101 Directions	p. 702.727.1400 f. 702.727.1401
London	65 Fenchurch Street London, EC3M 4BE United Kingdom Directions	p. +44.20.7553.8383 f. +44.20.7553.8399
Los Angeles	555 S. Flower Street Suite 2900 Los Angeles, CA 90071 Directions	p. 213.443.5100 f. 213.443.5101
Miami	100 Southeast Second Street Suite 3800 Miami, FL 33131 Directions	p. 305.374.4400 f. 305.579.0261
Michigan	39555 Orchard Hill Place Suite 600 Novi, MI 48375 Directions	p. 313.327.3100 f. 248.351.2685
Milwaukee	740 North Plankinton Avenue Suite 600 Milwaukee, WI 53203 Directions	p. 414.276.8816 f. 414.276.8819
New Jersey	200 Campus Drive Florham Park, NJ 07932 Directions	p. 973.624.0800 f. 973.624.0808
New York	150 East 42nd Street New York, NY 10017 Directions	p. 212.490.3000 f. 212.490.3038
Orlando	111 North Orange Avenue Suite 1200 Orlando, FL 32801 Directions	p. 407.203.7599 f. 407.648.1376
Philadelphia		

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on August 26, 2014 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Officer Mario Mastropierro in the matter Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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

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.

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

17. 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.

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

19. 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

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

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: ROBERT A. SPOLZINO

Title: PARTNER

Date: 9/15/14

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: 9/24/14

NASSAU COUNTY

By: _____

Name: Richard R. Walkley
Title: ☐ County Executive
☐ Deputy County Executive

Date: 1/22/15

PLEASE EXECUTE IN BLUE INK

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

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):

SEE ATTACHED

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.

SEE ATTACHED

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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: December 10, 2015

Signed: [signature]

Print Name: Robert A Spolzino

Title: Partner

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
[redacted]	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
[redacted]	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
[redacted]	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
[redacted]	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
[redacted]	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
[redacted]	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
[redacted]	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
[redacted]	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
[redacted]	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
[redacted]	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
[redacted]	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
[redacted]	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
[redacted]	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
[redacted]	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
[redacted]	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
[redacted]	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
[redacted]	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
[redacted]	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
[redacted]	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
[redacted]	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Calazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
[redacted]	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
[redacted]	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
[redacted]	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
[redacted]	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
[redacted]	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
[redacted]	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
[redacted]	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
[redacted]	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
[redacted]	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

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.

E-31-16

Contract ID#: CQPD16000003

Department: POLICE

Contract Details

SERVICE County Impound & Towing

NIFS ID #: CQPD16000003 NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

New ☒ Renewal ☐	
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
C & R Automotive, Inc. **d/b/a - AAAA-1 Towing & Recovery**	Vendor ID#: 201970936
Addresses: 34 Charlotte Ave Hicksville, NY 11801	Contact Person Michael Schmeltzer Phone: 516-433-1011 Jrrok2@yahoo.com Jayne@aaaa1autobody.com

County Department
Department Contact **Gail McGrath-Gough** **Gmcgrath-gough@PDCN.org**
Address PAB 1490 – Room 250 Franklin Ave., Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 1/21/16	☒		Capt. [illegible]	
		NIFS Appvl (Dept. Head)	☐			
	OMB	*NIFS Approval*	☑	1/21/16	[illegible]	Yes ☒ No ☐
	Vertical DCE	*NIFS Approval*	☐			
	Department	*Vendor Administration*	☐			
		NIFS Appvl (Dept. Head)	☐			
1/22/16	County Attorney	*CA RE&I Verification*	☑	1/22/16	[illegible]	
	County Attorney	*CA Approval as to form*	☐	1/22/16	[illegible]	Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐	1/25/16	[illegible]	
	LEG Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐			
	County Comptroller	*NIFS Approval*	☐			
1/25/16	County Executive	*Notarization*	☐	1/25/16	[illegible]	
		Filed with Clerk of Leg.	☐			

RECEIVED
NASSAU COUNTY
2016 JAN 25 P 1:21
CLERK OF THE LEGISLATURE

PR5254 (8/03)

Contract ID#: CQPD16000003

Department: POLICE

Contract Summary

Description: Contract for services related to County Impound and Towing

Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

Method of Procurement: Formal Sealed Bidding Process.

Procurement History: **Bid Number 9899-08144-171**

Description of General Provisions: Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):

Zones 2 and 5:	$ 18,850.00	per annum
Zone 8:	$ 30,900.00	per annum
Zone 9:	$ 30,200.00	per annum
Zone 12:	$ 28,100.00	per annum
Zone 13:	$ 22,900.00	per annum
Zone 17:	$ 21,800.00	per annum
Zone 18:	$ 17,810.00	per annum
Zone 22:	$ 18,500.00	per annum
Zone 23:	$ 38,800.00	per annum
Total:	$ 227,860.00	per annum
	$18,988.33	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 150,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 150,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 150,000
2		$
3		$
4	Q. Gmath 1/22/16	$
5		$
6		$
	TOTAL	$ 150,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date:** 1/15/16

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 1/25/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/03)

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: C & R AUTOMOTIVE DBA- AAAA-1 AUTO & TOWING

CONTRACTOR ADDRESS: 34 CHARLOTTE AVE HICKSVILLE, NY 11801

FEDERAL TAX ID #: 201970936

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 highest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on JULY 31, 2014. The sealed bids were publicly opened on AUGUST 14, 2014. 10 [#] 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 _____[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.

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.

CAPT. [signature]
Department Head Signature

01/22/16
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.***

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10-15-15

1) Bidder's/Proposer's Legal Name: C+R Automotive Inc DBA AAAA-1 Auto + towing

2) Address of Place of Business: 34 Charlotte Ave Hicksville NY 11801

List all other business addresses used within last five years:
112 Duffy Ave Hicksville

3) Mailing Address (if different): _____

Phone: (516) 433-1011

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 20 1970936

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

7150

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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.

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

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

Company Grand Prix Subaru

Contact Person Dan Ross

Address 500 S Broad Way

City/State Hicksville NY 11801

Telephone (516) 822-6800

Fax # (516) 932-3375

E-Mail Address DRoss@GrandPrixSubaru.com

Company Levittown Ford

Contact Person Manny Saliano

Address 980 S Broadway

City/State Hicksville NY 11801

Telephone (516) 719 4001

Fax # (516) 719-4026

E-Mail Address MSaliano@levittownford.com

Company West Bury Jeep

Contact Person Randy Spoun

Address 111 Bond Street

City/State Westbury NY 11590

Telephone (516) 333-2666

Fax # (516) 622-3095

E-Mail Address RSPORN@westburyjeep.com

Attachment to Business History Form:

October 19, 2015

President: Thomas Schmeltzer [redacted]

State of Incorporation: New York December 2004

The number of employees in the firm: 10 Employees

Annual Revenue of firm: $2,73,464.00 from the 2014 Form 1120S Line 1a Gross receipts or sales.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Schmeltzer, 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 19 day of October 2015

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6287523
Qualified In Nassau County
My Commission Expires Aug. 12, 2017

Name of submitting business: C & R Automotive Inc DBA AAAA Auto + Towing

By: Thomas Schmeltzer
Print name

Thomas Schmeltzer
Signature

Pres
Title

10 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas M Schnelzer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 34 Charlotte Ave
   City/state/zip Hicksville NY 11801
   Telephone (516) 433-1011
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 12/30/04 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?
   NO X YES ___ 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? NO X YES ___ 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? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO ___ YES ___ 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? NO X YES ___ 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 6? NO X YES ___. 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? NO ____ YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Schmeltzer, 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 19 day of Oct 20 15

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6257568
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

C&R Automotive Inc DBA AAAA-1 Auto & Towing
Name of submitting business

Thomas Schmeltzer
Print name

Signature

Pres.
Title

10 / 19 / 15
Date

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: **COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS**

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

a) Required towing vehicles
b) Required fenced and lighted premises
c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heave duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.

Robert M. Sputo
Detective Lieutenant

Nassau County Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

C & R Automotive, Inc.
d/b/a AAAA-1 Towing & Recovery
Attn: Michael Schmeltzer
34 Charlotte Ave
Hicksville, NY 11801

Re: County Impound Garage Contracts
Bid Number 9899-08144-171

Dear Mr. Schmeltzer:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is $9,800.43.

Zones 2 and 5:	$ 18,850.00	per annum
Zone 8:	$ 30,900.00	per annum
Zone 9:	$ 30,200.00	per annum
Zone 12:	$ 28,100.00	per annum
Zone 13:	$ 22,900.00	per annum
Zone 17:	$ 21,800.00	per annum
Zone 18:	$ 17,810.00	per annum
Zone 22:	$ 18,500.00	per annum
Zone 23:	$ 38,800.00	per annum
Total:	$ 227,860.00	per annum
	$18,988.33	per month

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following **immediately** to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required insurance documentation;
- Administrative Fee ($533.00)
- First pro-rata installment of $9,800.43

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: BUYER – FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/21/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

E-31-16

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: C+R Automotive Inc.

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

X 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):

Thomas Schmeltzer Pres. [redacted]

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

0

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.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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

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: 1-13-16

Signed: Thomas Schmeltzer

Print Name: Thomas Schmeltzer

Title: Pres.

The term <u>lobbying</u> 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.

E-31-16

RULES RESOLUTION NO. 64 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND C & R AUTOMOTIVE INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with C & R Automotive Inc. to provide impound and towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with C & R Automotive Inc.

CONTRACT FOR SERVICES

This Agreement dated as of the 13 day of January, 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) C & R AUTOMOTIVE INC., 34 Charlotte Ave, Hicksville, NY 11801 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone(s) numbered 2, 5, 8, 9, 12, 13, 17, 18, 22 and 23 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 $200.00
      (plus $15.00 per each additional 4,000 pounds or part thereof)
   iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

iii. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles $20.00 per day
   b. Commercial vehicles up to 30 feet in length $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length $35.00 per day

iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles $25.00 per day

b. Commercial vehicles up to 30 feet in length $35.00 per day
c. Commercial vehicles exceeding 30 feet in length $40.00 per day

v. Storage for each 24-hour period or part thereof for each day after the 30th day
a. Passenger cars, taxis and motorcycles $30.00 per day
b. Commercial vehicles up to 30 feet in length $40.00 per day
c. Commercial vehicles exceeding 30 feet in length $45.00 per day

vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
a. Passenger cars, taxis and motorcycles $20.00 per day
b. Commercial vehicles $20.00 per day

County Storage Rate

vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of $2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

viii. Brake test
a. Passenger cars, taxis and motorcycles $60.00
b. Commercial vehicles $80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zones 2 and 5:	$ 18,850.00	per annum
Zone 8:	$ 30,900.00	per annum
Zone 9:	$ 30,200.00	per annum
Zone 12:	$ 28,100.00	per annum
Zone 13:	$ 22,900.00	per annum
Zone 17:	$ 21,800.00	per annum
Zone 18:	$ 17,810.00	per annum
Zone 22:	$ 18,500.00	per annum
Zone 23:	$ 38,800.00	per annum
Total:	$ 227,860.00	per annum

The check shall be made payable to the "Nassau County" in the amount of $ 18,988.33 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $100.00 x 0.20 = $ 20.00 / 365 = $ .05 x 15 = $ .75). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $227,860.00. with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

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

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

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

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

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

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

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

(c) 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.

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'S 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'S agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the COUNTY upon thirty (30) days' written notice to the CONTRACTOR, (ii) for "Cause" by the COUNTY immediately upon the receipt by the CONTRACTOR of

written notice of termination, (iii) upon mutual written Agreement of the COUNTY and the CONTRACTOR, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) 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.

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

Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. 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.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the

Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the

terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of Five Hundred Thirty Three ($533.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

A+R Automotive Inc d/b/a AAAA AUTO + TOWING

LORIANN ODIERNA
Notary Public State of New York
Qualified In Nassau County
Lic. #01OD6120667
Commission Expires Dec. 27, 2016

By: Thomas Schmeltzer

Name: Thomas Schmeltzer

Title: Pres

Date: 6-13-16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 13 day of January in the year ~~2010~~ 2010 before me personally came Thomas Schmeltzer to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 President of C+R Automotive 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

LORIANN ODIERNA
Notary Public State of New York
Qualified in Nassau County
Lic. #01OD6120667
Commission Expires Dec. 27, 2016

Loriann Odierna

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2010 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law
Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other

activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Thomas Schmeltzer (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment

of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

1-14-16
Dated

Signature of Chief Executive Officer

Thomas Schmeltzer
Name of Chief Executive Officer

Sworn to before me this

14 day of January, 2016

Notary Public

LORIANN ODIERNA
Notary Public State of New York
Qualified in Nassau County
Lic. #01OD6120667
Commission Expires Dec. 27, 2016

C&R AUTOMOTIVE INC.

AAAA-1 Auto & Towing

112 Duffy Avenue Hicksville, New York 11801
Telephone# 516-931-8303 Fax# 516-433-1013

R# 7100241

January 12, 2015

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

The following is a "Disclosure Statement" listing the name and home addresses of the officers of the company as per requested for the contract renewal:

President
Thomas Schmeltzer

[redacted]

Thank you,

Thomas Schmeltzer

PERFORMANCE BOND

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

(Annual Form)

Bond No: [redacted]

KNOW ALL MEN BY THESE PRESENTS, that we, **C & R Automotive Inc. dba AAAA-1 Auto & Towing, 34 Charlotte Avenue, Hicksville, NY 11801**, as Principal, and **Platte River Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **Nassau County, 1550 Franklin Avenue, Mineola, NY 11501** (Obligee), in the penal sum of **Two Hundred Twenty Seven Thousand Eight Hundred Sixty & No/100** Dollars (**$227,860.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

NOTWITHSTANDING the provisions of the contract, the term of this bond shall be one year commencing January 16, 2016 until January 15, 2017 and may be extended by the Surety, at its sole discretion, by its Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all Continuations Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by Surety as supplements therein.

Sealed with our seals and dated this **14th** day of **January, 2016**.

Witness:

C & R Automotive Inc. dba AAAA-1 Auto & Towing
[Principal]

By: _____
Thomas Schmeltzer, President

Witness: _____
Erika Zachmann, Account Specialist

Platte River Insurance Company

By: _____
Ronald Kaihoi, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of NY }
County of Nassau }

On this 14 day of January, in the year 2016, before me personally come(s) Thomas Schmeltzer, to me known, who being duly sworn, deposes and says that he/she resides in the City of Hicksville that he/she is the President of the C+R Autobodyfive Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

LORIANN ODIERNA
Notary Public State of New York
Qualified in Nassau County
Lic. #01OD6120667
Commission Expires December 27, 2016

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332180

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company: the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W. KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of January, 2016.

SEAL

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 02-2015)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 14th day of January , 2016 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2020

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

C & R AUTOMOTIVE INC.
AAAA-1 AUTO & TOWING
112 DUFFY AVENUE
HICKSVILLE NY 11801

The Westchester Bank
2001 Central Park Avenue
Yonkers, NY 10710

[redacted]

DATE 1/15/2016

PAY TO THE ORDER OF TREASURER OF NASSAU COUNTY $ **533.00

Five Hundred Thirty-Three and 00/100********** DOLLARS

TREASURER OF NASSAU COUNTY

AUTHORIZED SIGNATURE

Memo ADMIN FEE FOR NEW CONTRACT 2016

[redacted]

C & R AUTOMOTIVE INC. AAAA-1 AUTO & TOWING

TREASURER OF NASSAU COUNTY		1/15/2016	[redacted]
LICENSES AND PERMITS	ADMIN FEE FOR NEW CONTRACT 2016		533.00

1 WESTCHESTER B	ADMIN FEE FOR NEW CONTRACT 2016	533.00

C & R AUTOMOTIVE INC.
AAAA-1 AUTO & TOWING
112 DUFFY AVENUE
HICKSVILLE NY 11801

The Westchester Bank
2001 Central Park Avenue
Yonkers, NY 10710

[redacted]

DATE 1/15/2016

PAY TO THE ORDER OF TREASURER OF NASSAU COUNTY $ **9,800.43

Nine Thousand Eight Hundred and 43/100********** DOLLARS

TREASURER OF NASSAU COUNTY

Memo JAN 16-31 2016 PRO-RATA INSTALLMENT

AUTHORIZED SIGNATURE

[redacted]

C & R AUTOMOTIVE INC. AAAA-1 AUTO & TOWING

[redacted]

TREASURER OF NASSAU COUNTY		1/15/2016	
LICENSES AND PERMITS	JAN 16-31 2016 PRO-RATA INSTALLMENT		9,800.43

1 WESTCHESTER B	JAN 16-31 2016 PRO-RATA INSTALLMENT	9,800.43

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: BUYER – FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/21/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

FORMAL SEALED BID PROPOSAL

(3)

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
9899-08144-171

Dated: JULY 31, 2014

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID OPENING DATE
AUGUST 14, 2014
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

RECEIVED AUG 14 10 11 12 1 2 3 4 5 6 PM
OPENED
AUG 14 2014
OFFICE OF PURCHASING

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

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

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

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

DELIVERY MADE TO:
VARIOUS NASSAU COUNTY LOCATIONS
1 west street
mineola NY 11501

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 201970936

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER	C+R Automotive Inc DBA AAAA-1 Auto + Towing				
ADDRESS	34 Charlotte Ave Hicksville NY				
CITY	Hicksville	STATE	NY	ZIP CODE	11801
TELEPHONE	(516)433-1011				

SIGNATURE OF AUTHORIZED INDIVIDUAL — V-P

PRINT OR TYPE NAME OF SIGNER AND TITLE — Michael Schmaltz VP

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: C+R Automotive Inc DBA AAAA-1 Auto + towing

Address: 34 Charlotte Ave Hicksville NY 11801

Telephone No: (516) 433-1011 Fax No: (516) 433-1013

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE _____ **BIDDER** V-P **TITLE**

Thomas Schmeltzer

[redacted]

Michael Schmeltzer

[redacted]

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

QUALIFICATION STATEMENT

BIDDER'S NAME: C+R Automotive Inc DBA AAAA-1 Auto + Towing

ADDRESS: 34 Charlotte Ave Hicksville NY 11801

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT
Thomas Schmeltzer
VICE PRESIDENT
Michael Schmeltzer
SECRETARY
[redacted]
TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 5-2009

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10 Years

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto Repair

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Thomas Schmeltzer	Pres	40	towing	office
Michael Schmeltzer	V-P	20	towing	office

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

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

BIDDER SIGN HERE _____ V-P
BIDDER **TITLE**

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

Michael Schmeltzer VP

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

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

1. REFERENCE'S NAME: Westbury Jeep
ADDRESS: 101 Bond St
Westbury NY 11590
TELEPHONE: (516) 333-2666 CONTACT PERSON Randy Spoon
CONTRACT DATE: 06-06

2. REFERENCE'S NAME: Old Brookville
ADDRESS: 5701 Northern Blvd
Upper Brookville NY 11545
TELEPHONE: (516) 626-1300 CONTACT PERSON Lt Walsh
CONTRACT DATE: 02-08 to Present

3. REFERENCE'S NAME: Grand Prix
ADDRESS: 500 S Broadway
Hicksville NY 11801
TELEPHONE: (516) 822-6800 CONTACT PERSON Dan Ross
CONTRACT DATE: 06-05 + Present

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

BIDDER SIGN HERE _____ V-P
BIDDER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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BIDDER **TITLE**

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

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BIDDER **TITLE**

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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

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

GENERAL CONDITIONS:

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

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

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BIDDER **TITLE**

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 12 day of August, 20 04 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: CTR Automotive DBA AAAA-1 Auto + towing

Address: 34 Charlotte Ave

Street: 34 Charlotte Ave

City, Town, etc: Hicksville NY 11801

Telephone: (516) 433-1011 Title: V-P

If applicable, responsible Corporate Officer

Name Michael Schmelzer Title V-P

Signature: [signature] Sign Here

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

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

BIDDER SIGN HERE [signature] **BIDDER** V-P **TITLE**

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

****

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:
Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

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BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.

6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE, he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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BIDDER **TITLE**

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1.1 DMV Registration of tow vehicle(s).

1.2 Required Towing License(s).

1.3 Driver's License(s) of Operator(s).

1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

a. Towing to a contractor's premises	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles up to 8,000 pounds unladen	$200.00
iii. Commercial vehicles over 8,000 per each additional 4,000 pounds or part thereof	$200.00 plus $15.00
iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds	$300.00
b. Towing from a contactor's premises to a County-owned storage facility	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles	$200.00
c. Storage for each 24-hour period or part thereof for the first seven days	
i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles up to 30 feet in length	$30.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$35.00 per day
d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day	
i. Passenger cars, taxis and motorcycles	$25.00 per day

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BIDDER **TITLE**

ii. Commercial vehicles up to 30 feet in length — $35.00 per day
iii. Commercial vehicles exceeding 30 feet in length — $40.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day
i. Passenger cars, taxis and motorcycles — $30.00 per day
ii. Commercial vehicles up to 30 feet in length — $40.00 per day
iii. Commercial vehicles exceeding 30 feet in length — $45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof
i. Passenger cars, taxis and motorcycles — $20.00 per day
ii. Commercial vehicles — $20.00 per day

g. Brake test
i. Passenger cars, taxis and motorcycles — $60.00
ii. Commercial vehicles — $80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

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

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $ 0 ANNUALLY

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

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

BIDDER SIGN HERE _____ V-P
BIDDER **TITLE**

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER: $ 18,850 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER: $ Ø ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ZONE 6 BID OFFER: $ 0 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER: $ 37,900 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 30,900 ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 30,200 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 0 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 36,500 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $ 28,100 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $ 22,900 ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 0 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 0 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ 26,800 ANNUALLY

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ 21,800 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ 17,810 ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ Ø ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $ 0 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 29,500 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ 18,500 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23 BID OFFER $ 38,800 ANNUALLY

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

BIDDER SIGN HERE _____ BIDDER _____ VP TITLE

2010

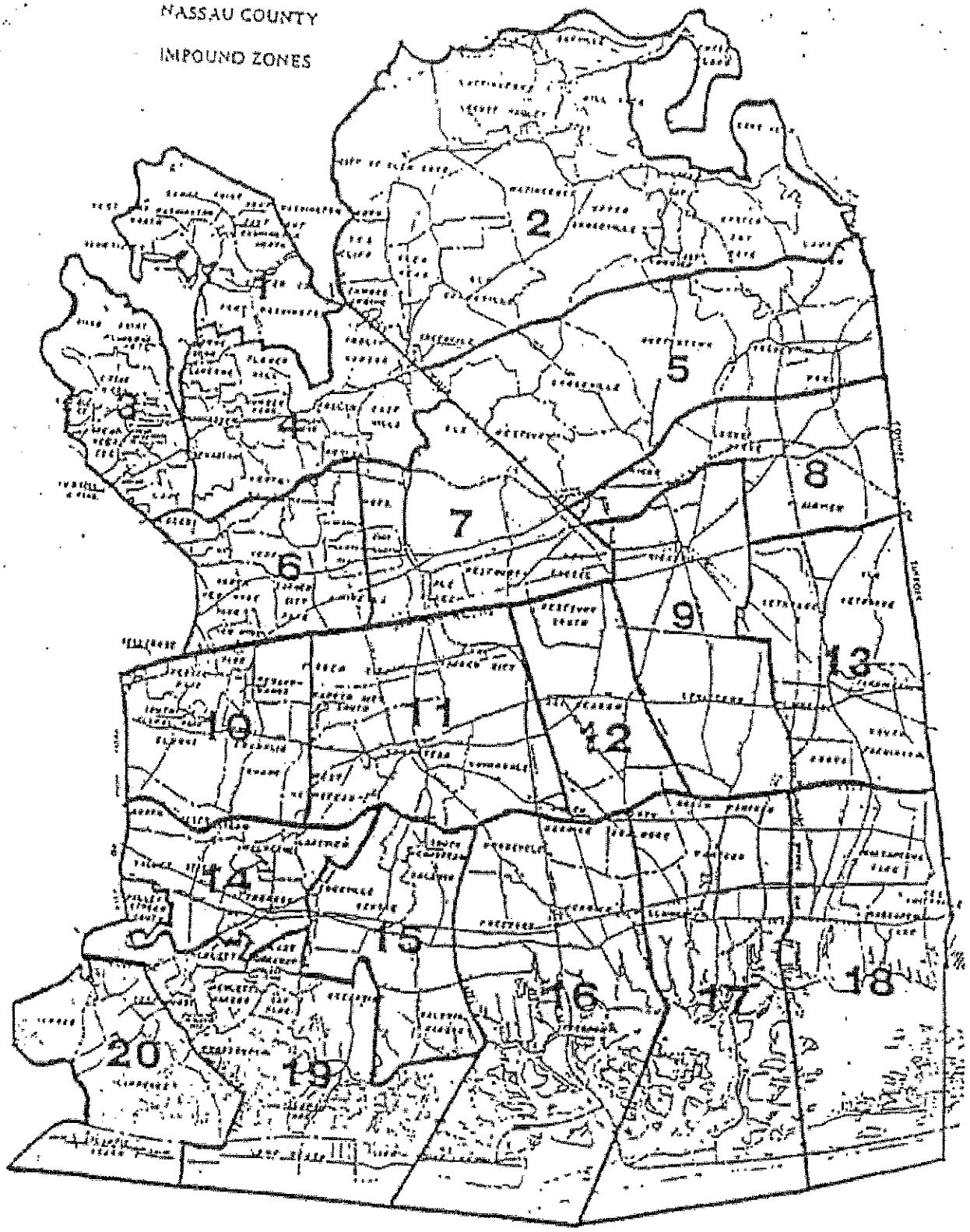
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011

Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

Zone	2012 Total Impounds
1	6
2	44
3	50
4	258
5	41
6	247
7	233
8	180
9	307
10	503
11	576
12	219
13	214
14	238
15	207
16	135
17	161
18	180
19	173
20	93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23



BIDDER TITLE

Commercial Net Lease for Part of Building

1. Names. This lease is made by 34 Charlotte Ave LLC, Landlord, and C+R Automotive Inc, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord a portion of the following premises: 34 Charlotte Ave Hicksville NY 11801.
Specifically, Tenant is leasing whole.

[ ] **Part of Building Only.** Specifically, Tenant is leasing the _____ of the building.

[ ] **Shared Facilities.** As part of this lease, Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

- [ ] Parking spaces: All.
- [ ] Restroom facilities: All.
- [ ] Storage areas: All.
- [ ] Hallways, stairways, and elevators: All.
- [ ] Conference rooms: All.
- [ ] Other: _____.

3. Term of Lease. This lease begins on 1-14-2014 and ends on 1-14-2020.

4. Rent. Tenant will pay rent in advance on the 1 day of each month. Tenant's first rent payment will be on Jan in the amount of $ 5000.00. Tenant will pay rent of $ 5000.00 per month thereafter.

[ ] Tenant will pay this rental amount for the entire term of the lease.

[ ] Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____.

5. Option to Extend Lease

[X] First Option. Landlord grants Tenant the option to extend this lease for an additional _____ years. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

[X] Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____.

6. Security Deposit. Tenant has deposited $ 5000.00 with Landlord as security for Tenant's performance of this lease. Land- lord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

©nolo NOLO www.nolo.com

23. Additional Agreements. Landlord and Tenant additionally agree that: _____

_____.

24. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

25. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

26. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:
(1) in person
(2) by certified mail, or
(3) by overnight courier.

27. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of _____.

28. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

29. Modification. This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

30. Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

31. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 1-14-2014

LANDLORD

Name of Business: _____

at 34 Charlotte Ave, LLC

By: Thomas Schmeltzer

Printed Name: Thomas Schmeltzer

Title: Pres

Address: [redacted]

TENANT

Name of Business: C+R Automotive

at 34 Charlotte Ave

By: Michael Schmeltzer

Printed Name: Michael Schmeltzer

Title: V-P

Address: [redacted]

[ ] GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of 34 Charlotte Ave under this lease.

Dated: 1-14-2014

Printed Name: Michael Schmeltzer

Title: V-P

Address: [redacted]

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 897-3683

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 201970936
C & R AUTOMOTIVE INC.
AAA-1 AUTO & TOWING
32-34 CHARLOTTE AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
C & R AUTOMOTIVE INC. T/A AAAA-1 AUTO & TOWING 32-34 CHARLOTTE AVE HICKSVILLE NY 11801	NASSAU COUNTY POLICE DEPT. 1490 FRANKLIN AVE. MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	09/01/2013 TO 09/01/2015	7/22/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2198 703-7 UNTIL 09/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 09/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

THOMAS M SCHMELTZER : PRESIDENT
C & R AUTOMOTIVE INC.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER [redacted]

U-26.3

C&RAUTO-03 YREYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2014

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

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

PRODUCER	CONTACT NAME:	
YouZoom Insurance Services, Inc 7045 College Boulevard 4th Floor Overland Park, KS 66211	PHONE (A/C, No, Ext): (888) 240-8803	FAX (A/C, No): (877) 235-3393
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Universal Underwriters Ins. Co	41181
INSURED	INSURER B :	
AAA-1 AUTO BODY & TOWING C&R AUTOMOTIVE, INC DBA 34 CHARLOTTE AVENUE Hicksville, NY 11801	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			334143	02/14/2014	02/14/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			334143	02/14/2014	02/14/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			334143	02/14/2014	02/14/2015	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garage Liability*			334143	02/14/2014	02/14/2015	Each Accident	1,000,000
A	Cust Auto-Dir Prim			334143	02/14/2014	02/14/2015	Limit	500,000

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

Customer Auto includes Garage Keepers and On Hook Coverage.

Policy carries liability limits of $1M underlying along with a $2M Commercial Umbrella for a total liability limit of $3M per occurrence. Umbrella follows form for General, Auto, and Garage Liability.
30 Days Notice of Cancellation Applies.

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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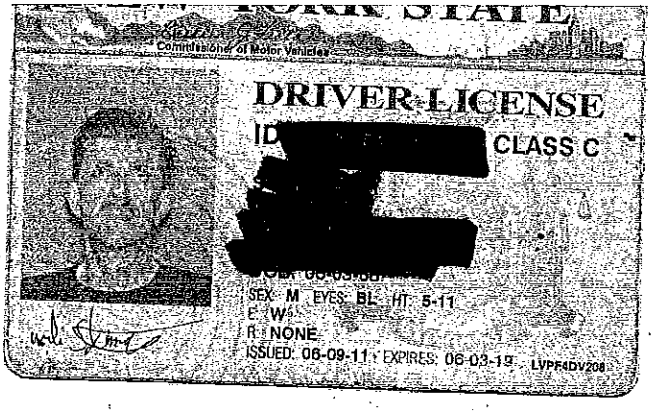
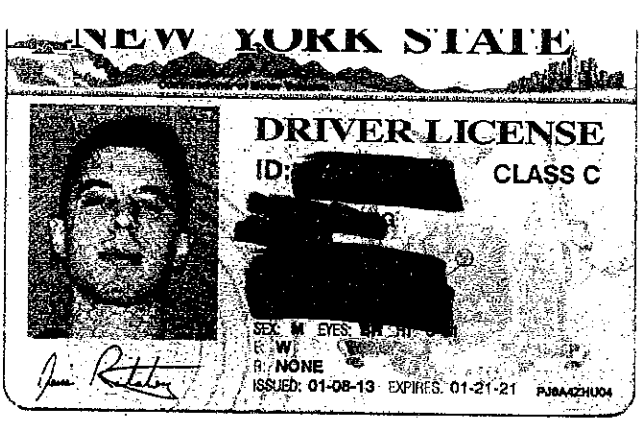

Commissioner of Motor Vehicles
DRIVER LICENSE
CLASS C
[redacted]
SEX M EYES BL HT 5-11
E W
R NONE
ISSUED: 06-09-11 EXPIRES: 06-03-19
LVPF4DV208


NEW YORK STATE
DRIVER LICENSE
ID:
CLASS C
SEX: M EYES:
W
R: NONE
ISSUED: 01-08-13 EXPIRES: 01-21-21
PJ8A4ZHU04

NEW YORK STATE INSURANCE IDENTIFICATION CARD

365 Universal Underwriters Insurance Co.

Policy Number [redacted]

Name & Address of Issuer: Universal Underwriters Insurance Com
7045 College Blvd.
Overland Park, KS 66211-1523

Effective Date: 02/14/2014 12:01 a.m.
Expiration Date: 02/14/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

C&R;AUTOMOTIVE;INC
112 DUFFY AVE
HICKSVILLE NY 11801

Applicable with respect to the following Motor Vehicle:

2011 (Year) FORD (Make)

[redacted] (Vehicle Identification Number)

TOW TRUCK

FS-20

#21

NEW YORK STATE INSURANCE IDENTIFICATION CARD

365 Universal Underwriters Insurance Co.

Policy Number [redacted]

Name & Address of Issuer: Universal Underwriters Insurance Com
7045 College Blvd.
Overland Park, KS 66211-1523

Effective Date: 02/14/2014 12:01 a.m.
Expiration Date: 02/14/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

Applicable with respect to the following Motor Vehicle:

STOP **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.

STOP

414833CR

>DEMA< HD [redacted] 12/31/14

12 [redacted] 2011 FORD TOW TOW X G 14

STOP

STOP

MV-839CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

G TOW
14339TT
2011 FORD NONTRANSFERABLE
TOW BK [redacted]
Wt/Seats Fuel/Cyl 2 JAN 08 2014
WEB WEBCDA

Expires 12/31/14
AA-1 RECOVERY INC >DEMA<
112 DUFFY AVE 154.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)
414833CR VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

STOP

Truck 21

NEW YORK STATE INSURANCE IDENTIFICATION CARD

365 Universal Underwriters Insurance Co.

Policy Number [redacted]

Name & Address of Issuer: Universal Underwriters Insurance Com
7045 College Blvd.
Overland Park, KS 66211-1523

Effective Date: 02/14/2014 12:01 a.m.
Expiration Date: 02/14/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

C&R;AUTOMOTIVE;INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Applicable with respect to the following Motor Vehicle:

2011 (Year) FORD (Make)

[redacted] (Vehicle Identification Number)

TOW TRUCK

FS-20

#23

NEW YORK STATE INSURANCE IDENTIFICATION CARD

365 Universal Underwriters Insurance Co.

Policy Number [redacted]

Name & Address of Issuer: Universal Underwriters Insurance Com
7045 College Blvd.
Overland Park, KS 66211-1523

Effective Date: 02/14/2014 12:01 a.m.
Expiration Date: 02/14/2015 12:01 a.m.
(Not acceptable to obtain registration

STOP DON'T PEEL STICKER FROM FRONT - SEE BACK!

482516CR

>DEMA< HD

02/28/15

2[redacted] FORD TOW

[redacted] TOW 8 G

15

X0000249

Keep this document to show to the police and cour

MV-639CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

G TOW

[redacted]

2011 FORD NONTRANSFERABLE

TOW WH

26000 D 6 [redacted] 76 JAN 16 2014

Wt/Seats Fuel/Cyl

WEB WEBCDA

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Expires 02/28/15
>DEMA<
154.75 ANNUAL CHG
AMT PAID (INCL ADD CHG)
219.75

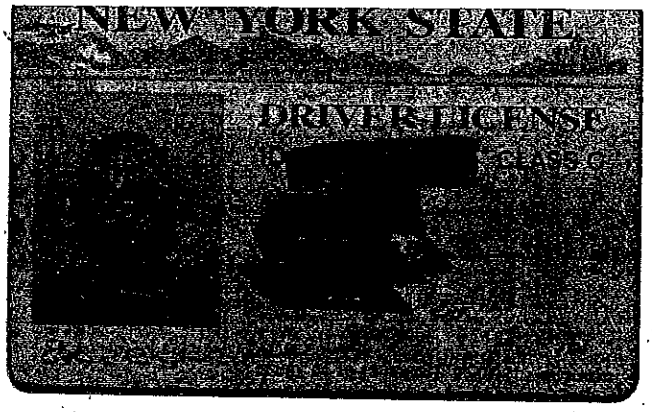
482516CR VOID IF ALTERED EXCEPT FOR ADDRESS

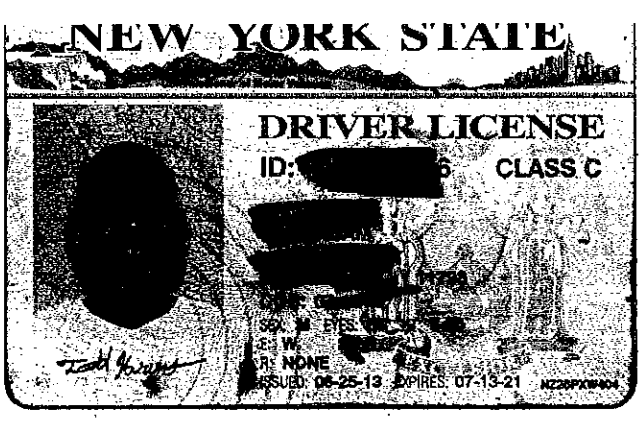
#23

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

NEW YORK STATE
DRIVER LICENSE
CLASS C
[redacted]
DOB: 11-19-[redacted]
SEX: M EYES: [redacted]
HT: [redacted]
WT: [redacted]
DD: NONE
ISSUED: 11-23-12 EXPIRES: 11-19-20

NEW YORK STATE
DRIVER LICENSE
CLASS C
[redacted]
SEX: M EYES: [redacted] HT: [redacted]
R: NONE
ISSUED: 12-10-12 EXPIRES: 12-04-20


NEW YORK STATE
DRIVER LICENSE


NEW YORK STATE
DRIVER LICENSE
ID: [redacted] CLASS C
[redacted]
SEX [redacted] EYES [redacted]
HT [redacted]
RSTR: NONE
ISSUED: 06-25-13 EXPIRES: 07-13-21

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

LICENSED TOW CAR OWNER

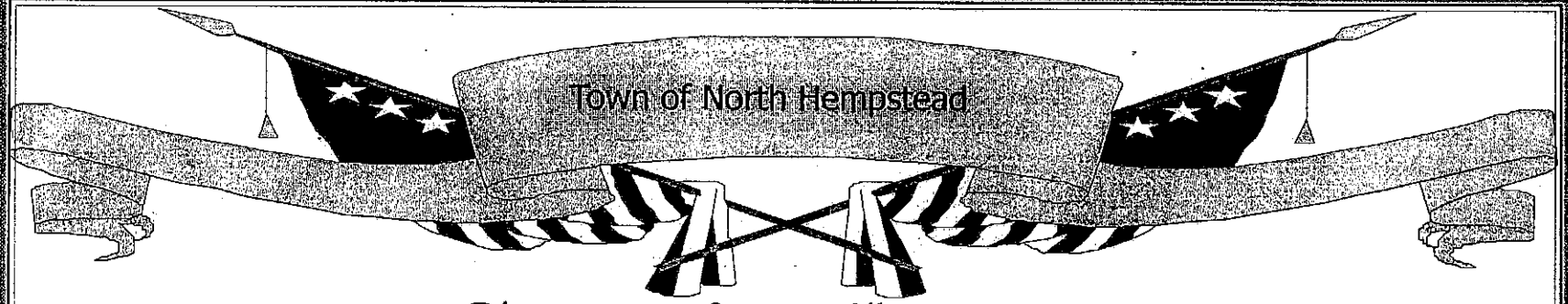
12

UNRESTRICTED

NAME OF LICENSE OWNER			
AAAA-1 Towing			
STREET ADDRESS			
34 Charlotte Avenue			
POST OFFICE		STATE	ZIP CODE
Hicksville		**NY**	**11801**
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
12	**23-34**		**6/30/2015**

TOWN CLERK

TC-LTO-4C (6/10)



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : C & R Automotive Inc. d/b/a AAA-1 Auto & Towing

Office/Terminal Located : 34 Charlotte Ave , Hicksville, NY 11801

Storage Facility Located: 112 Duffy Ave , Hicksville, NY 11801

License No: Schmeltzer

Expires: June 30, 2015

Issued By: AMA

6/30/2014

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

DON'T PEEL STICKER FROM FRONT - SEE BACK!

[redacted]

>DEMA< HD 06/30/15

6 [redacted] 15

2004 FORD TOW

TOW 1 G

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

G TOW

[redacted]

2004 FORD NONTRANSFERABLE

TOW BK

26000 D 6 [redacted] 014

Wt/Seats Fuel/Cyl WEB WEBCDA

Expires 06/30/15

C&R AUTOMOTIVE INC >DEMA<

112 DUFFY AVE 154.75

HICKSVILLE NY 11801 ANNUAL CHG

AMT PAID (INCL ADD CHG)

576961CS VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

[redacted]

Truck #1

Truck - 2

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

121804CS

>DEMA< HD [redacted] 04/30/15

4 [redacted] 2006 FORD TOW [redacted] W TOW 3 G 15

MV-69GR (12/13) **NEW YORK STATE REGISTRATION DOCUMENT**

G TOW [redacted]

2006 FORD NONTRANSFERABLE

TOW BK [redacted] MAR 18 2014

Wt/Seats Fuel/Cyl WEB WEBCDA

Expires 04/30/15

C&R AUTOMOTIVE INC >DEMA<

[redacted]TTE AVE 113.00

HICKSVILLE NY 11801 ANNUAL CHG

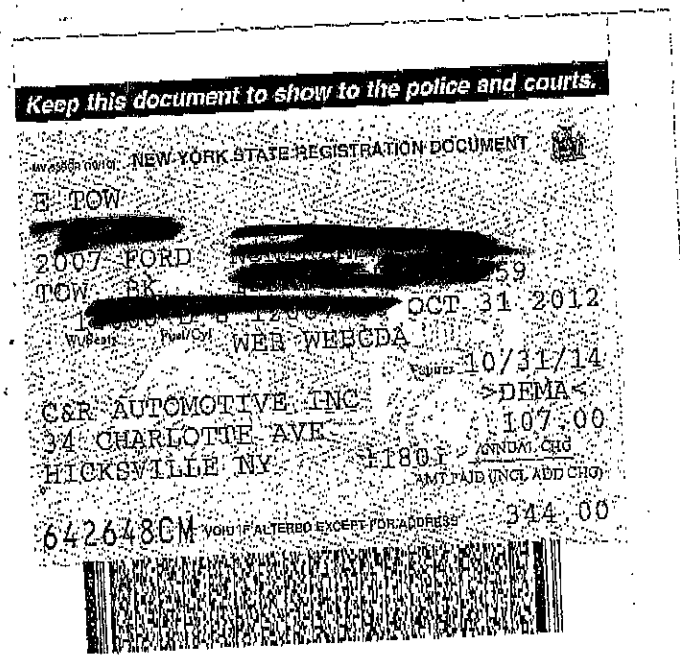
AMT PAID (INCL ADD CHG)

121804CS VOID IF ALTERED EXCEPT FOR ADDRESS 178.00

X00006878

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

#3



Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

E TOW

[redacted]

2007 FORD [redacted] 59

TOW BR [redacted] OCT 31 2012

[redacted] WEB WEBCDA

Expires 10/31/14

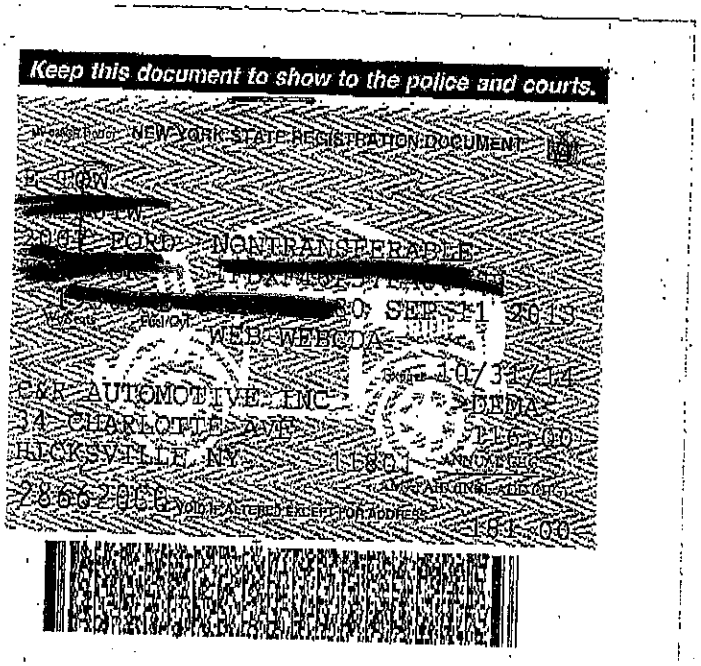
C&R AUTOMOTIVE INC >DEMA<

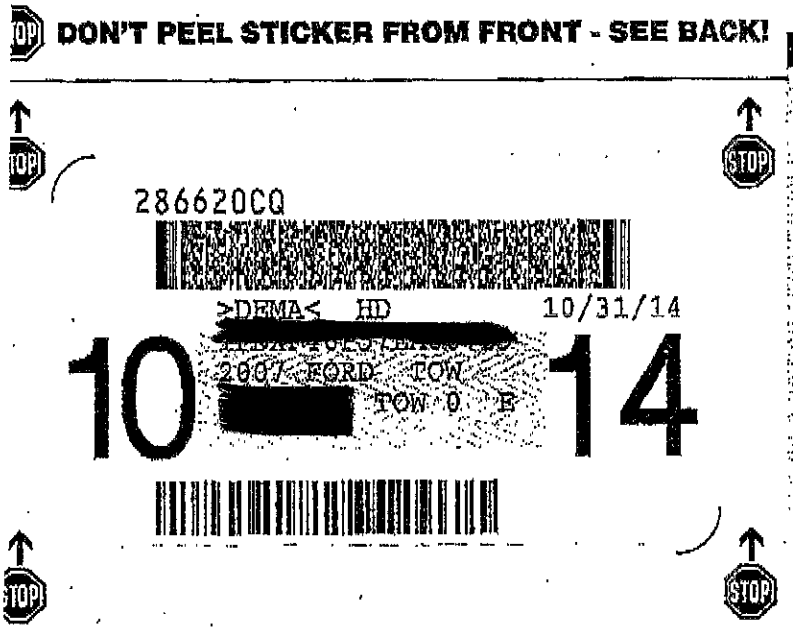
34 CHARLOTTE AVE 107.00

HICKSVILLE NY 11801 ADMIN. CHG

AMT PAID (INCL ADD CHG) 344.00

642648CM VOID IF ALTERED EXCEPT FOR ADDRESS





X0000298

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

Truck #4

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

E TOW

2008 FORD NON-TRANSFERABLE

TOW BK [redacted]

[redacted] SEP 11 2013

WEB WEDCDA

10/31/14

C&R AUTOMOTIVE INC DEMO

34 CHARLOTTE AVE 110.00

HICKSVILLE NY 11801 ANNUAL CHG

AMT PAID ONGL ADD CHG

28661960 VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

175

STOP **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.

838890CR

>DEMA< HD 03/31/15

2009 DODG TOW

TW TOW 2 G

3 15

X0006733

MV-82MCR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

G TOW

2009 DODG NONTRANSFERABLE

TOW BK

19500 D 6 10043378 FEB 20 2014

Wt/Seats Fuel/Cyl WEB WEBCDA

Expires 03/31/15

C&R AUTOMOTIVE INC >DEMA<

34 CHARLOTTE AVE 116.00

HICKSVILLE NY 11801 ANNUAL CHG

AMT PAID (INCL ADD CHG)

838890CR VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

#7

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

G TOW

2009 DODG NONTRANSFERABLE

TOW BK

19500 D 6 10043378 FEB 20 2014

WEB WEBCDA

03/31/15

C&R AUTOMOTIVE INC >DEMA<

34 CHARLOTTE AVE 116.00

HICKSVILLE NY 11801 ANNUAL CHG

AMT PAID (INCL ADD CHG)

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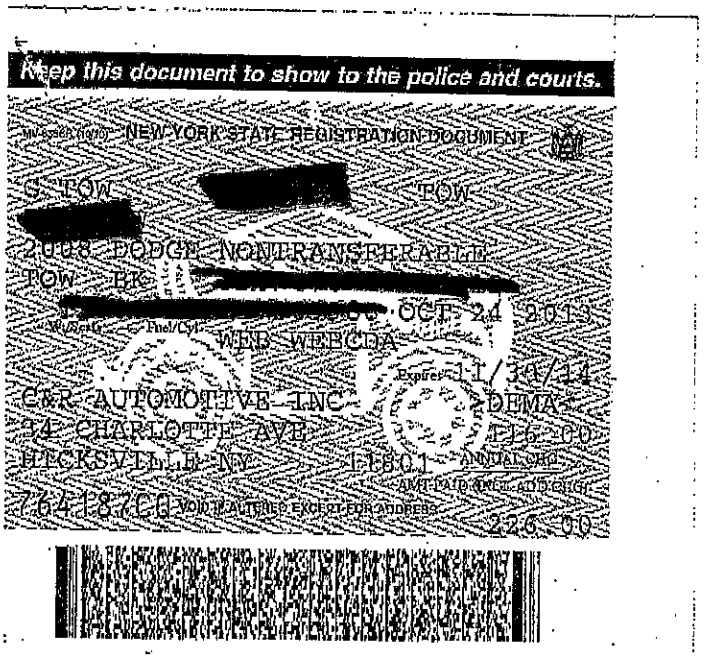

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NEW YORK STATE REGISTRATION DOCUMENT

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HICKSVILLE NY 11801

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Expires 03/31/15

C&R AUTOMOTIVE INC >DEMA<

34 CHARLOTTE AVE 196.25

HICKSVILLE NY 11801 ANNUAL CHG

AMT PAID (INCL ADD CHG)

044481CS VOID IF ALTERED EXCEPT FOR ADDRESS 261.25

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#16

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

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Keep this document to show to the police and courts.

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C&R AUTOMOTIVE INC >DEMA<
34 CHARLOTTE AVE 151.75
HICKSVILLE NY 11801 ANNUAL CHG
AMT PAID (INCL ADD CHG)

044482CS VOID IF ALTERED EXCEPT FOR ADDRESS 216.75

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#17

C&R AUTOMOTIVE INC
34 CHARLOTTE AVE
HICKSVILLE NY 11801

E-31-16

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 2-3-16

1) Bidder's/Proposer's Legal Name: C+R Automotive Inc. d/b/a AAAA-1 Auto + Towing

2) Address of Place of Business: 34 Charlotte Ave. Hicksville NY 11801

List all other business addresses used within last five years:
112 Duffy Ave. Hicksville NY 11801

3) Mailing Address (if different): Same

Phone: 516-433-1011

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 20-1970936

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 18 P 2:40

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

b) Please describe 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. Should a conflict of interest develop we will advise and contact Nassau County for further instruction

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/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.

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

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

Company Grand Prix Subaru

Contact Person Dan Ross

Address 500 S. Broadway

City/State Hicksville NY 11801

Telephone 516- 822-6800

Fax # 516- 932-3375

E-Mail Address DRoss@grandprixsubaru.com

Company Levittown Ford

Contact Person Manny Salieno

Address 980 S. Broadway

City/State Hicksville NY 11801

Telephone 516-719-4001

Fax # 516-719-4026

E-Mail Address MSalieno@levittownford.com

Company Westbury Jeep

Contact Person Randy Sporn

Address 111 Bond St.

City/State Westbury NY 11590

Telephone 516-333-2666

Fax # 516-622-3099

E-Mail Address RSporn@westburyjeep.com

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Attachment to Business History Form:

A.

i) February 3, 2016

ii) President: Thomas Schmeltzer [redacted]

iii) President: Thomas Schmeltzer [redacted]
Secretary: Michael Schmeltzer

iv) State of Incorporation: New York

v) The number of employees in the firm: 13 Employees

vi) Annual Revenue of firm: $2,773.464.00 Form 1120S Line 1a

vii) Summary of Relevant accomplishments:
*Nassau County Impound Contract Expired 1/15/16
*Old Brookville Police Department
*Town of Oyster Bay - Licensed Tow Car Owner
*Town of North Hempstead Licensed - Tow Truck Owner
*Town of Hempstead - Tow Car Owner License
*Inc Village of Mineola - Tow Car License

B. In business and incorporated since December 2004

C. Past experience shows our capability to perform this work

COOPER, SAPIR & COHEN, P.C.
ATTORNEYS AT LAW

LEONARD COOPER (1971-1994)
ROBERT E. SAPIR
DAVID M. COHEN

560 BROADHOLLOW RD.
SUITE 210
MELVILLE, NY 11747
(631) 293-6061
FAX: (631) 293-6127

January 22, 2015

Michael S. Schmeltzer, President
AAAA-1 Auto Body & Towing
112 Duffy Avenue
Hicksville, New York 11801

RE: Old Brookville Police Department

Dear Mr. Schmeltzer:

I am pleased to inform you that the Board of Police Commissioners, at its meeting on January 21, 2015, voted to extend your services to the Police Department for a second year at a price of $21,000.00 pursuant to the terms of the current contract. Please send your check payable to the Old Brookville Police Department directly to Chief Smith.

If you have any questions, please give me a call.

Very truly yours,

David M. Cohen

DMC/jb

cc: Chief Richard Smith

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

LICENSED TOW CAR OWNER

UNRESTRICTED ***CONDITIONAL LICENSE***

25

NAME OF LICENSE OWNER			
C & R Automotive, Inc. d/b/a AAAA-1 Towing & Recovery			
STREET ADDRESS			
34 Charlotte Avenue			
POST OFFICE		STATE	ZIP CODE
Hicksville		NY	11801
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
12	50-61		6/30/2016

TC-LTO-4C (6/10)

TOWN CLERK

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : C & R Automotive Inc. d/b/a AAAA-1 Auto & Towing

Office/Terminal Located : 34 Charlotte Ave, Hicksville, NY 11801

Storage Facility Located: 112 Duffy Ave, Hicksville, NY 11801

License No: 68

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK ·

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

License
59

Expires
June 30, 2016

Town of Hempstead

2015/2016 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that AAAA-1 AUTO & TOWING

of HICKSVILLE, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 10/2/2015 Number of Vehicles licensed 15 Fee Paid $1,250.00

The following Town of Hempstead license numbers have been issued to the above named owner:
193, 194, 195, 196, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208

Issued under the direction of
Nasrin G. Ahmad, Town Clerk

By: Felicia Thomas
Deputy Town Clerk

INC. VILLAGE OF MINEOLA

155 Washington Avenue, Mineola, N.Y. 11501

License To Do Business

License No. 12814

A License, pursuant to Article II of the Village Law granted to: AAAA-1 Auto Tow

~~For~~ Name: Tow Car Licenses # 37-41, Driver's Licenses

Company: ~~AAAA-1~~ Auto Tow

Date from: 7-14-15 Date to: 1-31-16

Fee: $ 335.00 Dated: 7-14-15

Approved by: Joseph Scalero

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Schmeltzer 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 4th day of February 2016

Notary Public

MAMMEN SAMUEL
Notary Public - State of New York
No. 01SA6091952
Qualified in Nassau County
My Commission Expires May 12, 2019

Name of submitting business: C+R Automotive Inc. d/b/a 4AAA-1 Auto + Towing

By: Thomas Schmeltzer Print name

Thomas Schmeltzer
Signature

President
Title

2/4/2016 Date

PQF (02/2016)

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Thomas Schmeltzer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 34 Charlotte Ave.
   City/state/zip Hicksville NY 11801
   Telephone 516-433-1011
   Other present address(es) NONE
   City/state/zip NONE
   Telephone NONE
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 12/30/64 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?
   NO X YES ___ 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? NO X YES ____ 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? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Schmelter, 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 4 day of February 2016

Notary Public

MAMMEN SAMUEL
Notary Public - State of New York
No. 01SA6091952
Qualified In Nassau County
My Commission Expires May 12, 2019

CTR Automotive Inc. d/b/a AAAA-1 Auto + Towing
Name of submitting business

Thomas Schmeltzer
Print name

Signature

President
Title

2/4/2016
Date

PQF (02/2016)

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/bidder. Answers must be 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.

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

1. Principal Name Michael Schmeltzer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 34 Charlotte Ave.
   City/state/zip Hicksville NY 11801
   Telephone 516-433-1011
   Other present address(es) NONE
   City/state/zip NONE
   Telephone NONE
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 1/2/2015 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ 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? NO X YES ___ 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? NO X YES ___; 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? NO X YES ___ 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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO 0 YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Schmeltzer, 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 17 day of Feb 2016

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6287523
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

CtR Automotive Inc. d/b/a AAAA-1 Auto & Towing
Name of submitting business

Michael Schmeltzer
Print name

Signature

V-P
Title

2, 17, 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: C+R Automotive

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

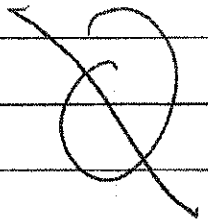
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets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

Thomas Schneltzer Pres [redacted]

Michael Schneltzer VP

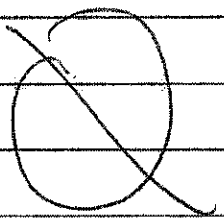
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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.

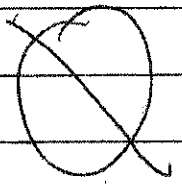


7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

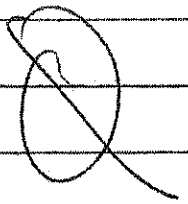
(a) Name, title, business address and telephone number of lobbyist(s):



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



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



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

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

Dated: 6-17-15

Signed:

Print Name: Michael Schumacher

Title: VP

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.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: C+R Automotive Inc.

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

X 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):

Thomas Schmeltzer Pres. [redacted]

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

0

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.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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

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: 1-13-16

Signed: Thomas Schmeltzer

Print Name: Thomas Schmeltzer

Title: Pres.

The term <u>lobbying</u> 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.

C&RAU-1 OP ID: VM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2016

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

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

PRODUCER Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.	CONTACT NAME: Bagatta Associates, Inc. PHONE (A/C, No, Ext): 631-864-1111 FAX (A/C, No): 631-864-8274 E-MAIL ADDRESS:
INSURED C&R Automotive Inc DBA AAAA-1 Auto & Towing 34 Charlotte Ave. Hicksville, NY 11801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Insurance Co. — 25453 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ACP3007533085	02/14/2016	02/14/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ACP3007533085	02/14/2016	02/14/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ACP3007533085	02/14/2016	02/14/2017	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Garage Liability			ACP3007533085	02/14/2016	02/14/2017	Each Occ	1,000,000
	GKLL			ACP3007533085			Limit	600,000

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

Customer Auto includes On-Hook and Garage Keepers.
Umbrella Follows Form over General Liability, Auto, and Garage Liability.

CERTIFICATE HOLDER

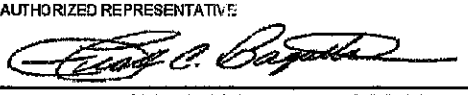
NASSAUP

Nassau County Police Department
1490 Franklin Ave.
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Locations and Coverages:

JM Auto Body Shop, 112 Duffy Ave., Hicksville, NY 11801

Building#1: $1,000,000 - BPP- $350,000 - Bus Inc. ALS
Building#2: $1,000,000 - BPP- $350,000 - Bus Inc. ALS

JM Auto Body Shop- 62 Charlotte Ave., Hickville, NY 11801
Building - $1,000,000 - BPP- $200,000 - Bus Inc.: ALS

JM Auto Body Shop , 34 Charlotte Ave., Hicksville, NY 11801
Building: $500,000 - BPP: $125,000 - Bus Inc.: ALS

E-31-16

RECEIVED
2016 FEB 10 A 8:
NASSAU COUNTY
CLERK OF THE LEGISLATURE

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, titled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name: C & R Automotive Inc. d/b/a AAAA-1 Auto & Towing

Office/Terminal Located: 34 Charlotte Ave, Hicksville, NY 11801

Storage Facility Located: 112 Duffy Ave, Hicksville, NY 11801

License No: 68

Expires: June 30, 2016

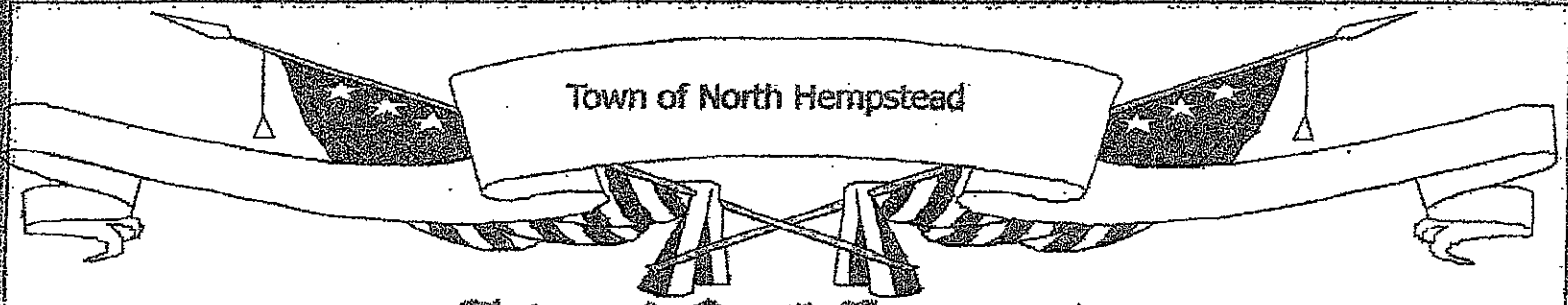
Issued By: AMA

6/30/2015
Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY NEW YORK

By Direction of:

Wayne H. Wink Jr., Town Clerk



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name :	Grand Auto Body Inc.
Office/Terminal Located :	98 Denton Ave, Garden City Park, NY 11040
Storage Facility Located:	98 Denton Ave, Garden City Park, NY 11040

License No: 68

Expires: June 30, 2016

Issued By: AMA
6/30/2015
Date

By Direction of:

Wayne H. Wink Jr., Town Clerk

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

LICENSED TOW CAR OWNER

25

UNRESTRICTED *CONDITIONAL LICENSE*

NAME OF LICENSE OWNER			
C & R Automotive, Inc. d/b/a AAAA-1 Towing & Recovery			
STREET ADDRESS			
34 Charlotte Avenue			
POST OFFICE		STATE	ZIP CODE
Hicksville		NY	11801
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
12	50-61		6/30/2016

TOWN CLERK

TC-LTG-4C (6/10)

Contract ID#: CQPD16000006

E-32-16

Department: POLICE

Contract Details

SERVICE County Impound & Towing

R65

NIFS ID #: CQPD16000006 NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
T & D Towing Corporation	Vendor ID#: **112659386**
Addresses: 162 Sea Cliff Ave. Glen Cove, NY 11542	Contact Person Anthony Douso Phone: 516-671-8810 Tdtowing@gmail.com

County Department
Department Contact **Gail McGrath-Gough** **Gmcgrath-gough@PDCN.org**
Address PAB 1490 – Room 250 Franklin Ave., Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 1/21/16 ☒ *NIFS Appvl (Dept. Head)* ☐		CAO Jane Walker	
	OMB	*NIFS Approval* ☑	1/22/16		Yes☐ No ☑
	Vertical DCE	*NIFS Approval* ☐			
	Department	*Vendor Administration* ☐ *NIFS Appvl (Dept. Head)* ☐			
1/22/16	County Attorney	*CA RE&I Verification* ☑	1/22/16		
1/22/16	County Attorney	*CA Approval as to form* ☑	1/22/16		Yes☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	1/25/16	Concetta A. Tedesco	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
1/25/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16	2016 JAN 25 A 9:22	

RECEIVED NASSAU COUNTY LEGISLATURE CLERK OF THE LEGISLATURE

Contract ID#: CQPD16000006

Department: POLICE

Contract Summary

Description: Contract for services related to County Impound and Towing

Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

Method of Procurement: Formal Sealed Bidding Process.

Procurement History: Bid Number 9899-08144-171

Description of General Provisions: Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):

Zone 21:	$ 41,853.00	per annum
Total:	$ 41,853.00	per annum
	$ 3,487.75	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	**PDH**
Control:	**PDH10**
Resp:	**PDH1143**
Object:	**DE500**
Transaction:	**103**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 30,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$ 30,000**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 30,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$ 30,000**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date:** 1/15/16

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 1/25/16
Date	Date	*(For Office Use Only)* 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: T & D TOWING CORP

CONTRACTOR ADDRESS: 162 SEA CLIFF AVENUE GLEN COVE, NY 11542

FEDERAL TAX ID #: 11-2659386

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 highest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on JULY 31, 2014. The sealed bids were publicly opened on AUGUST 14, 2014. 10 [#] 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 _____[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.

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.

CAPT. [signature]
Department Head Signature

01/22/16
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.***

E-32-16

RULES RESOLUTION NO. 65 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORPORATION

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with T & D Towing Corporation for impound and towing related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with T & D Towing Corporation

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: **COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS**

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

a) Required towing vehicles
b) Required fenced and lighted premises
c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heave duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.

Robert M. Sputo
Detective Lieutenant

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

T & D TOWING CORP
162 Sea Cliff Ave
Glen Cove, NY 11542
516-671-8810

10-19-15

DATE OF FORMATION 6-1972

DATE OF INCORPORATION 3-1983

ANTHONY C. DOCESA JR.

[redacted]

INCORPORATION NEW YORK STATE

EMPLOYEES "3"

ANNUAL REVENUE 1.1 MILLION

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10-14-15

1) Bidder's/Proposer's Legal Name: T+D Towing Corp.

2) Address of Place of Business: 162 Sea Cliff Ave. Glen Cove N.Y. 11542

List all other business addresses used within last five years:

3) Mailing Address (if different): -0-

Phone 516-671-8810

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-2659386

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No ✓ Yes ___; 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? No ✓ Yes ___ 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

NONE

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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. 43 years

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

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

Company TOWN OF OYSTER BAY

Contact Person Town Clerk - Lois

Address 74 Audrey Ave

City/State Oyster Bay N.Y.

Telephone 516-624-6320

Fax #

E-Mail Address

Company TOWN OF North Hempstead

Contact Person Henry

Address 200 Plandome Rd

City/State Manhasset N.Y. 11030

Telephone 516-869-7646

Fax #

E-Mail Address

Company City OF Glen Cove Police Dept

Contact Person Sgt. Miller

Address Bridge St

City/State Glen Cove N.Y. 11542

Telephone 516 671-1000

Fax #

E-Mail Address

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Anthony Car Dorso Jr.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Red Sea Cliff Ave.
   City/state/zip Glen Cove NY. 11542
   Telephone 516-671-8870
   Other present address(es) -0-
   City/state/zip -0-
   Telephone -0-
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 3/11/83 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?
   NO ___ YES X If Yes, provide details. 100% 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? NO X YES ___ 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? NO X YES ___; 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? NO ___ YES X If Yes, provide details.

NASSAU County Purpose Contract

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? NO ✓ YES _____ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony C. Dowson, 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 14 day of October 2015

Notary Public

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 2018

Name of submitting business: T&D Towing Corp.

By: Anthony C. Dowson
Print name

Signature

Title

10/14/15
Date

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony C. Dawson Jr., 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 14th day of October 2015

Notary Public

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 2018

T&D Towing Corp.
Name of submitting business

Anthony C. Dawson Jr.
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Signature

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Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

T & D Towing Corporation
162 Sea Cliff Ave.
Glen Cove, NY 11542

Re: County Impound Garage Contracts
Bid Number 9899-08144-171

Dear Mr. Douso:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zone:

Zone 21:	$ 41,853.00	per annum
Total:	$ 41,853.00	per annum
	$ 3,487.75	per month

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is $1800.13.

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return **immediately** to my attention the following so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required insurance documentation;
- Administrative Fee ($160.00)
- First pro-rata installment of $1800.13.

Thank you for your attention to this matter and please feel free to contact my office at (516) 571-7210 if you have any question.

Sincerely,

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/31/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: T&D Towing Corp.

Address: 162 Sea Cliff Ave.

City, State and Zip Code: Glen Cove N.Y. 11542

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 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):

Anthony C. Douso Jr.

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

Anthony C. Douso Jr.

[redacted]

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

None

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

None

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

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

Dated: 1-15-16

Signed: Anthony C. Dorso

Print Name: Anthony C. Dorso Jr.

Title: Pres

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

CONTRACT FOR SERVICES

This Agreement dated as of the 22 day of JAN., 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) T & D TOWING CORP. 162 Sea Cliff Ave., Glen Cove, NY 11542 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone numbered 21 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 $200.00
      (plus $15.00 per each additional 4,000 pounds or part thereof)
   iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

iii. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles $20.00 per day
   b. Commercial vehicles up to 30 feet in length $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length $35.00 per day

iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles $25.00 per day

b. Commercial vehicles up to 30 feet in length	$35.00 per day
c. Commercial vehicles exceeding 30 feet in length	$40.00 per day

v. Storage for each 24-hour period or part thereof for each day after the 30th day

a. Passenger cars, taxis and motorcycles	$30.00 per day
b. Commercial vehicles up to 30 feet in length	$40.00 per day
c. Commercial vehicles exceeding 30 feet in length	$45.00 per day

vi. Storage in a County-owned storage facility for each 24-hour period or part thereof

a. Passenger cars, taxis and motorcycles	$20.00 per day
b. Commercial vehicles	$20.00 per day

County Storage Rate

vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of $2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

viii. Brake test

a. Passenger cars, taxis and motorcycles	$60.00
b. Commercial vehicles	$80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 21: $ 41,853.00 per annum

Total: $ 41,853.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $ 3,487.75 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $100.00 x 0.20 = $ 20.00 / 365 = $ .05 x 15 = $ .75). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $41,853.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with

reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

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

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

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

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

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

(c) 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.

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'S 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'S agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of

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

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

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be

provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) 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.

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

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner,

arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. 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.

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

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of One Hundred Sixty ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

By: Anthony C. Dawson Jr.
Name: Anthony C. Dawson Jr.
Title: Pres
Date: 1-22-16

NASSAU COUNTY
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 22 day of JAN in the year 2016 before me personally came Anthony C. Dowson Jr. to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Pres of TFD Towing Corp., 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 Linda Rowse 1/22/16

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified In Nassau County
Commission Expires December 6, 20 18

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Lien Law
Article 8 Other Liens on Personal Property

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law
Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is than held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it

has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been

reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Anthony C. Douso Jr. (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of

execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

1-22-16
Dated

Signature of Chief Executive Officer

Anthony C. Dowd Sr.
Name of Chief Executive Officer

Sworn to before me this

22nd day of January, 2016

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 2018

Notary Public

McGrath-Gough, Gail T + D Tow

From: Monica lucas <mlucas@thebggroup.com>
Sent: Thursday, January 14, 2016 4:07 PM
To: McGrath-Gough, Gail
Subject: T&D Towing Corp: Proof of New Limit $41,853
Attachments: [redacted] Towing Corp.pdf - Adobe Acrobat.pdf; 5 1 15-16 Surety Bond-Hartford.pdf

Gail,
As per our conversation this morning, attached you will find the policy amendment that increases T&D Towing's Bond limit as per the contract with Nassau County.

I have attached the original Bond for your reference.

Should you have any questions, feel free to contact me.

Kind Regards,

Monica Lucas
Account Executive

The B&G Group, Inc.
T. 516.396.8369 |**F.** 516.396.4970
55 West Ames Court, Suite 400, Plainview, NY 11803

facebook.com/thebggroup | **thebggroup.com**

Notice: This message including any attachments may contain confidential information designed for recipient only. Any review, dissemination or distribution is strictly prohibited. Insurance coverage cannot be bound or changed, nor may claims be reported through email without agency confirmation. This notice does not create a legal privilege that does not otherwise exist by law.

From: Monica lucas
Sent: Thursday, January 14, 2016 4:01 PM
To: Monica lucas <mlucas@thebggroup.com>
Subject:

THE HARTFORD

RIDER

Attached to and forming part of Bond # [redacted],

on behalf of T & D Towing Corp.

of 162 Sea Cliff Ave, Glen Cove, NY 11542

in favor of Nassau County Police Department

and in the amount of Thirty-Three Thousand Fifty-Three ($33,053.00) Dollars.

It is understood and agreed that effective January 13, 2016

The Bond limit shall be changed

from $33,053

to $41,853

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated January, 14th, 2016

Hartford Fire Insurance Company

By: _____

Shari Ruff, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to be known, who, being by me duly sworn, did depose and

say; that he/she resides at....., that he/she is the .....

President of .....the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to me know to be (the individual) (one of the firm

of.....), described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF Florida
COUNTY OF Seminole } ss

On this January 14, 2016....., before me personally came Shari Ruff.....

to me known, who, being by me duly sworn, did depose and say; that he/she resides in

Lake Mary, Fl .....; that he/she is the Attorney-in-Fact of the Hartford Fire Insurance Company..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Hartford Fire Insurance Company..... his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....
Notary Public

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
email: **bond.claims@thehartford.com**
cell: **888-266-3488** | *fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 12-122343

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Shari Ruff
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. [redacted]
Naming T & D Towing Corp. as Principal,
and Nassau County Police Department as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2009, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 14, 2016.
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2015

Statutory Basis

ASSETS

U.S. Government Bonds	$	533,553,387
Bonds of Other Governments		202,721,962
State, County Municipal		
Miscellaneous Bonds		12,026,752,858
Stocks		6,091,137,214
Short Term Investments		571,505,168
	$	**19,425,670,589**
Real Estate	$	267,674,011
Cash		71,754,241
Agents' Balances (Under 90 Day)		2,491,856,403
Other Invested Assets		461,431,100
Miscellaneous		3,103,624,786
Total Admitted Assets	$	**25,822,011,130**

LIABILITIES

Reserve for Claims and Claim Expense			$ 7,577,447,644
Reserve for Unearned Premiums			2,118,361,643
Reserve for Taxes, License and Fees			50,501,604
Miscellaneous Liabilities			2,358,402,298
Total Liabilities			$ **12,104,713,189**
Capital Paid In	$	55,320,000	
Surplus		13,661,977,941	
Surplus as regards Policyholders			$ **13,717,297,941**
Total Liabilities, Capital and Surplus			$ **25,822,011,130**

STATE OF CONNECTICUT
COUNTY OF HARTFORD } SS.
CITY OF HARTFORD

M. Ross Fisher, Vice President, and John Gray, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2015.

Subscribed and sworn to before me
this 7th day of October 2015.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810.

M. Ross Fisher, Vice President

John Gray, Assistant Secretary

Form CS-19-37 HF printed in U.S.A.

Hartford Fire Insurance Company

THE HARTFORD

Date: February 1, 2015

Agency Code: 12 122343

THE B&G GROUP INC
55 WEST AMES COURT SUITE 400
PLAINVIEW, NY 11803

OBLIGEE:
Nassau County Police Department
1490 Franklin Ave
Mineola, NY 11501

Attn: Bond Department

Insured / Principal: T & D Towing Corp.
Policy / Bond #: [redacted]
Account Name/Number:
Policy Term: May 1, 2015 - May 1, 2016
Type of Policy: Surety - Miscellaneous
Billing Term: Annual
Billing Type: Direct Bill
Transaction Type: Renewal
Transaction Effective Date: May 1, 2015
Bond Limit: $33,053

Agent's Advice of Premium for Fidelity and Surety Bonds

Premium	Commission %	Commission Amount
$ 331	30.00 %	$ 99

COMMENTS:

Premium will be included in your usual Agency Accounting statement or Direct Bill notification.
If you have any questions regarding this transaction, please contact your Hartford Bond Center.

Thank you for choosing The Hartford.

Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

© 2007, The Hartford

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE	AMOUNT
2016 21	
Impound Collect	
[redacted]	
1-16-16 START DATE	

IF INCORRECT, PLEASE RETURN - NO RECEIPT NECESSARY

T. & D. TOWING CORP.
162 SEA CLIFF AVE
GLEN COVE, NY 11542-3639
PH 516-671-8810

[redacted]

DATE Jan 15 2016

CHECK ARMOR FRAUD PROTECTION

PAY TO THE ORDER OF Nassau County Police Dept. $ 1,800.13

THE SUM 1,800 DOLS 13 CTS DOLLARS

Security Features Details on Back.

The First National Bank of Long Island
Where Everyone Knows Your Name®
GLEN HEAD, NEW YORK 11545

FOR [redacted]

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE	AMOUNT
Impd Contract	
2015 21	
[redacted]	
1-16-16 Start Date	
Admin Fee	

IF INCORRECT, PLEASE RETURN - NO RECEIPT NECESSARY

T. & D. TOWING CORP.
162 SEA CLIFF AVE
GLEN COVE, NY 11542-3639
PH 516-671-8810

[redacted]

CHECK ARMOR FRAUD PROTECTION

DATE Jan 15 2016

PAY TO THE ORDER OF Nassau County Police Dept. $ 160.00

THE SUM 160 DOLS 00 CTS DOLLARS

Security Features Details on Back.

The First National Bank of Long Island
Where Everyone Knows Your Name®
GLEN HEAD, NEW YORK 11545

FOR _____

[redacted]

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/21/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

(5)

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 9899-08144-171 Dated: JULY 31, 2014 BID OPENING DATE AUGUST 14, 2014 11:00 A.M. E.D.S.T.
BUYER FRAN FISHER	TELEPHONE 516-571-6679	REQUISITION NUMBER N/A

RECEIVED 2014 AUG 12 PM 12:10 OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

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

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

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

DELIVERY MADE TO: VARIOUS NASSAU COUNTY LOCATIONS	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2659386

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER	T+D TOWING CORP.		
ADDRESS	162 SEA CLIFF AVE.		
CITY	Glen Cove	STATE N.Y.	ZIP CODE 11542
TELEPHONE	516-671-8810		
SIGNATURE OF AUTHORIZED INDIVIDUAL	Anthony S. Deruso	PRINT OR TYPE NAME OF SIGNER AND TITLE	ANTHONY S. DERUSO JR. pres.

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: T+D TOWING CORP.

Address: 162 SEA CLIFF Ave. Glen Cove N.Y. 11542

Telephone No: 516-671-8810 Fax No: 516-656-5767

1. State Whether: A Corporation CORPORATION

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

(2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

T & D TOWING CORP
162 Sea Cliff Ave.
Glen Cove, NY 11542
516-671-8810

TO: NASSAU County Police Dept.

Re: Impound garage Bid

Principals of Corporation

ANTHONY C. DOUSO JR.

[redacted]

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

QUALIFICATION STATEMENT

BIDDER'S NAME: T&D TOWING CORP.

ADDRESS: 162 SEA CLIFF AVE. Glen Cove, N.Y. 11542

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Anthony C. Dosso JR. [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? 2002

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 31 yrs. / 42 yrs

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

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

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Anthony C. Dosso JR.	Pres.	44 yrs.	Auto body teck & Tow operator	Pres.

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

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

BIDDER SIGN HERE Anthony C. Dosso Jr. **BIDDER** Pres. **TITLE**

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

Anthony C. Dolso JR. Pres.

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

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

1. REFERENCE'S NAME: TOWN OF Oyster Bay
ADDRESS: 74 Audrey Ave.
Oyster Bay, N.Y. 11771
TELEPHONE: 624-6320 CONTACT PERSON TOWN Clerks Office - Lois
CONTRACT DATE: TOW List 1975 TO Present.

2. REFERENCE'S NAME: TOWN OF North Hempstead
ADDRESS: 200 Plandome Rd.
Manhasset N.Y. 11030
TELEPHONE: 869-7696 CONTACT PERSON TOWN Clerks Office - Henry
CONTRACT DATE: TOW List 1976 TO Present

3. REFERENCE'S NAME: NASSAU County Police Dept.
ADDRESS: 1490 FRANKLIN Ave.
MINEOLA N.Y. 11501
TELEPHONE: 516-8860 CONTACT PERSON
CONTRACT DATE:

Impound Contractor 2002 TO Date.

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

BIDDER SIGN HERE Anthony C. Dolso — **BIDDER**

Pres. — **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

Notary: Linda Rowse 8/11/24

LINDA ROWSE
Notary Public, State of New York
No. 01RO6232317
Qualified in Nassau County
Commission Expires December 6, 20 24

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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

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

GENERAL CONDITIONS:

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 11th day of August, 20 14 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: T+D Towing Corp.

Address: 162 Sea Cliff Ave.

Street: 162 Sea Cliff Ave.

City, Town, etc: Glen Cove N.Y. 11542

Telephone: 516-671-8810 Title: Pres.

If applicable, responsible Corporate Officer

Name Anthony Cor Douso Jr. Title Pres.

Signature: Anthony S. Dousa

Sign Here

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

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

BIDDER SIGN HERE Anthony S. Dousa **BIDDER** Pres **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

****

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:
Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.

6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE, he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1.1 DMV Registration of tow vehicle(s).

1.2 Required Towing License(s).

1.3 Driver's License(s) of Operator(s).

1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

a. Towing to a contractor's premises	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles up to 8,000 pounds unladen	$200.00
iii. Commercial vehicles over 8,000 per each additional 4,000 pounds or part thereof	$200.00 plus $15.00
iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds	$300.00
b. Towing from a contactor's premises to a County-owned storage facility	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles	$200.00
c. Storage for each 24-hour period or part thereof for the first seven days	
i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles up to 30 feet in length	$30.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$35.00 per day
d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day	
i. Passenger cars, taxis and motorcycles	$25.00 per day

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

ii. Commercial vehicles up to 30 feet in length	$35.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$40.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day

i. Passenger cars, taxis and motorcycles	$30.00 per day
ii. Commercial vehicles up to 30 feet in length	$40.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof

i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles	$20.00 per day

g. Brake test

i. Passenger cars, taxis and motorcycles	$60.00
ii. Commercial vehicles	$80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

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

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $24,303.00 ANNUALLY

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER: $16,727.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER: $ 9,262.00 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ZONE 6 BID OFFER: $ 12,252.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER: $ 12,252.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 5,000.00 ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $_____ ANNUALLY

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

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $_____ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $_____ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $_____ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ZONE 13 BID OFFER $_____ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $_____ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $_____ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $_____ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $_____ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $_____ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 41,853.00 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $_____ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23 BID OFFER $ 5,000.00 ANNUALLY

2010

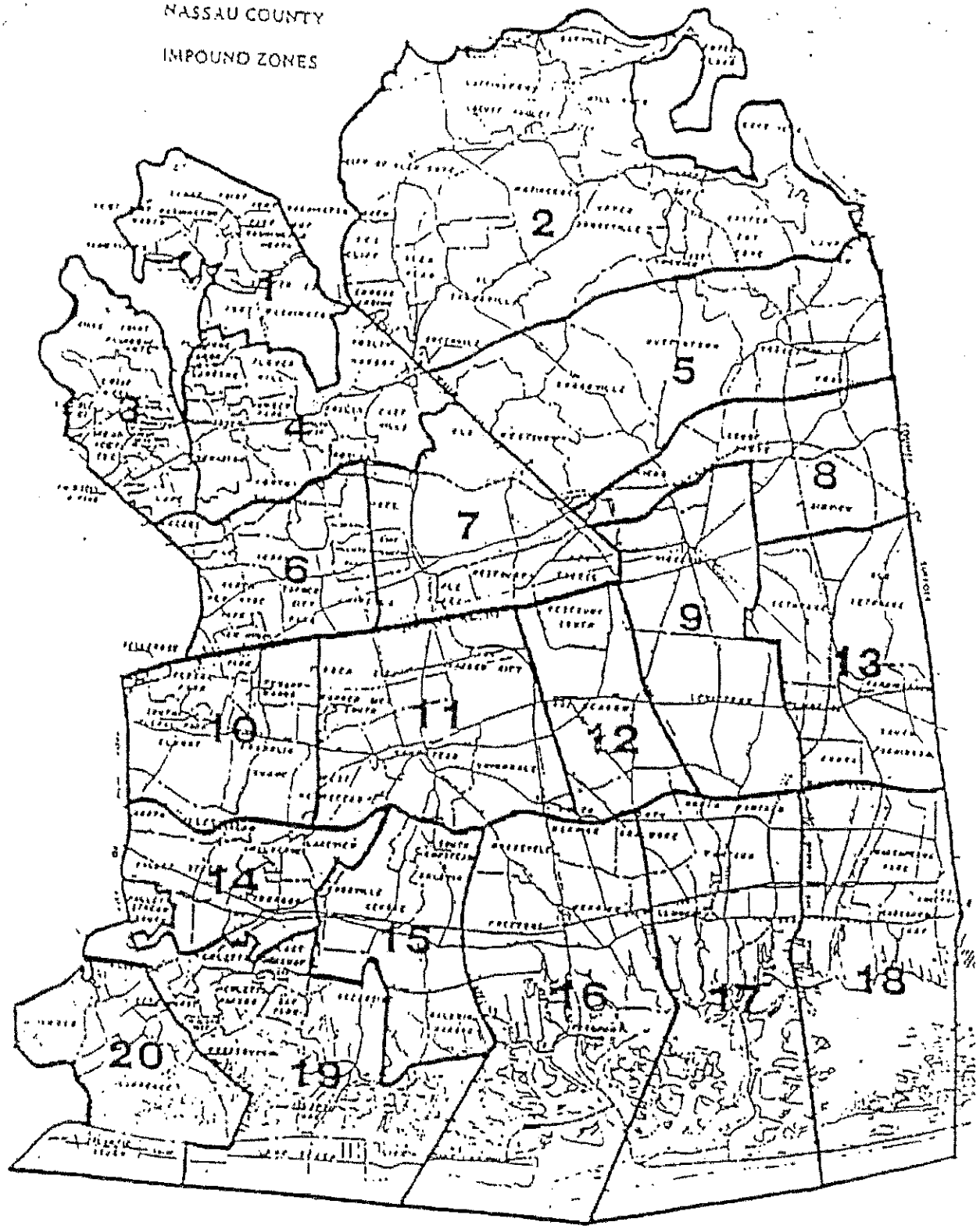
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011

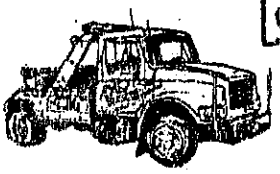
Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

Zone	2012 Total Impounds
1	6
2	44
3	50
4	258
5	41
6	247
7	233
8	180
9	307
10	503
11	576
12	219
13	214
14	238
15	207
16	135
17	161
18	180
19	173
20	93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23



DIBBER TITLE



bills towing service, inc.

13 MIDLAND AVENUE
HICKSVILLE, NEW YORK 11801
516 / 822-6239

August 11, 2014

To Whom It May Concern:

I hereby agree to supply T & D Auto Body with heavy-duty equipment to back him up on any incidents he is called upon to comply with any contractual obligations.

Thank you,

Bruce Goldblatt
President

STATE OF NEW YORK, COUNTY OF NASSAU SS:

On the 17 day of August 19 99, before me personally came

ANN MARIE CONLAN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Notary Public

NICHOLAS R. HAMAWAY
Notary Public, State of New York
No. 4942154
Qualified in Nassau County
Commission Expires Sept. 12, 2000

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

;

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 990444N

ANN MARIE CONLAN

TO

AGD REALTY INC.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

CHICAGO TITLE INSURANCE COMPANY

SECTION 21

BLOCK 258

LOT 54

COUNTY OR TOWN Nassau/City of Glen Cove

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY

Return by Mail to

GILBERT W. McGILL, ESQ.
P.O. Box 176
Sea Cliff, New York 11579

Zip No.

COPY OF CERTIFICATE OF INCORPORATION

NYS DEPARTMENT OF STATE

FILING RECEIPT INCORPORATION (BUSINESS)

CORPORATION NAME

T. & D. TOWING CORP.

DATE FILED	DURATION & COUNTY CODE	FILM NUMBER	CASH NUMBER
03/11/83	P NASS	A958809-4	149164

NUMBER AND KIND OF SHARES	LOCATION OF PRINCIPAL OFFICE
200NPV	OYSTER BAY

COMMENTS:

SB

ADDRESS FOR PROCESS

THE CORP.
59 SEA CLIFF AVE.

GLEN COVE NY 11542

REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK $ 00110.00 AMOUNT OF MONEY ORDER $ _____ AMOUNT OF CASH $ _____

$ 6.00 DOLLAR FEE TO COUNTY

$ 100.00 FILING
$ 00010.00 TAX
$ CERTIFIED COPY
$ CERTIFICATE

FILER NAME AND ADDRESS

GILBERT MC GILL
228 SEA CLIFF AVE.

SEA CLIFF NY 11579

TOTAL PAYMENT $ 0000110.00

REFUND OF $

TO FOLLOW

G030-518 (1/78)

GAIL S SHAFFER - SECRETARY OF STATE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 03/31/15

FACILITY IDENTIFICATION NO. [redacted] RS

Validation Date and Number: 01/14/13 26752

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

T&D TOWING CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542

This document does not certify that this business complies with zoning and other local laws.

POST IN A CONSPICUOUS PLACE

/-61P (11/95)

TOWN OF OYSTER BAY

OFFICE OF THE TOWN CLERK

AUDREY AVE, OYSTER BAY, NY 11771

Telephone (516) 624-6322

LICENSED TOW CAR OWNER

1

UNRESTRICTED

NAME OF LICENSE OWNER			
T&D Towing Corp.			
STREET ADDRESS			
162 Sea Cliff Avenue			
POST OFFICE		STATE	ZIP CODE
Glen Cove		NY	11542
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
3	1-3		6/30/2015

TOWN CLERK

TC-LTO-4C (6/10)

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : T. & D. Towing Corp.

Office/Terminal Located : 162 Sea Cliff Avenue , Glen Cove, NY 11542

Storage Facility Located: 162 Sea Cliff Avenue , Glen Cove, NY 11542

License No: Douso Jr.

Expires: June 30, 2015

Issued By: AMA

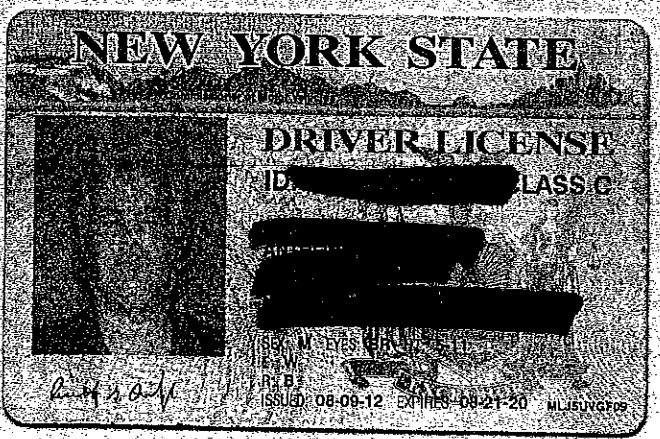
6/30/2014

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY NEW YORK 1784

By Direction of:

Wayne H. Wink Jr., Town Clerk


NEW YORK STATE
DRIVER LICENSE
ISSUED 08-09-12
EXPIRES 08-21-20

T&DTO-1 OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2014

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

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

PRODUCER
The B&G Group, Inc.
55 West Ames Court, Suite 400
Plainview, NY 11803
Phone: 516-576-0400
Fax: 516-576-1177

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Franklin Insurance Co	12475
INSURER B: Utica National Insurance Group	
INSURER C: First Rehabilitation Ins. Co.	81434
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
T & D Towing Corp.
162 Sea Cliff Avenue
Glen Cove, NY 11542

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	$	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	
	POLICY PRO-JECT LOC							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS	X	SCHEDULED AUTOS	CPP3260663	08/01/2014	08/01/2015	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS	X	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$	
								$	
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	2,000,000
B	EXCESS LIAB CLAIMS-MADE	X		CULP3870229	08/01/2014	08/01/2015	AGGREGATE	$	2,000,000
	DED X RETENTION $ 10000							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N			4166506	11/18/2013	11/18/2014	E.L. EACH ACCIDENT	$	100,000
C	(Mandatory in NH) N/A	N/A		DISABILITY: D308034	11/18/2013	11/18/2014	E.L. DISEASE - EA EMPLOYEE	$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	500,000
A	GKLL	X		CPP3260663	08/01/2014	08/01/2015	COMP		200,000
							COLL		100,000

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

Certificate Holder is inlcuded as additional insured with respect to the named insured. Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

NASSAPO

NASSAU COUNTY POLICE DEPARTMENT
ATTN: GAIL McGRATH-GOUGH
1490 FRANKLIN AVENUE
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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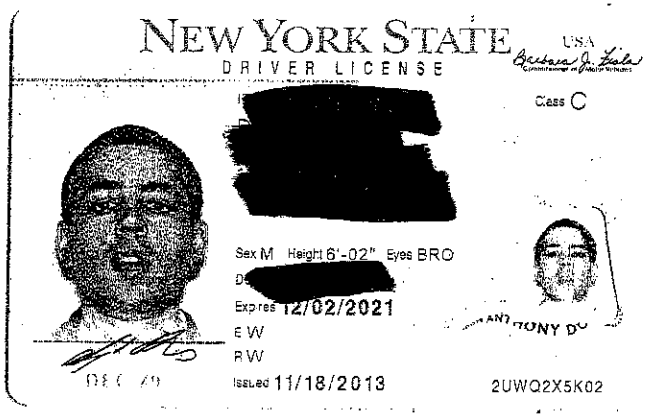
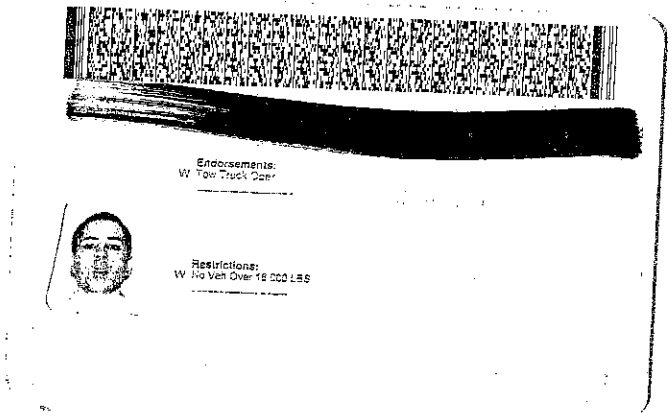
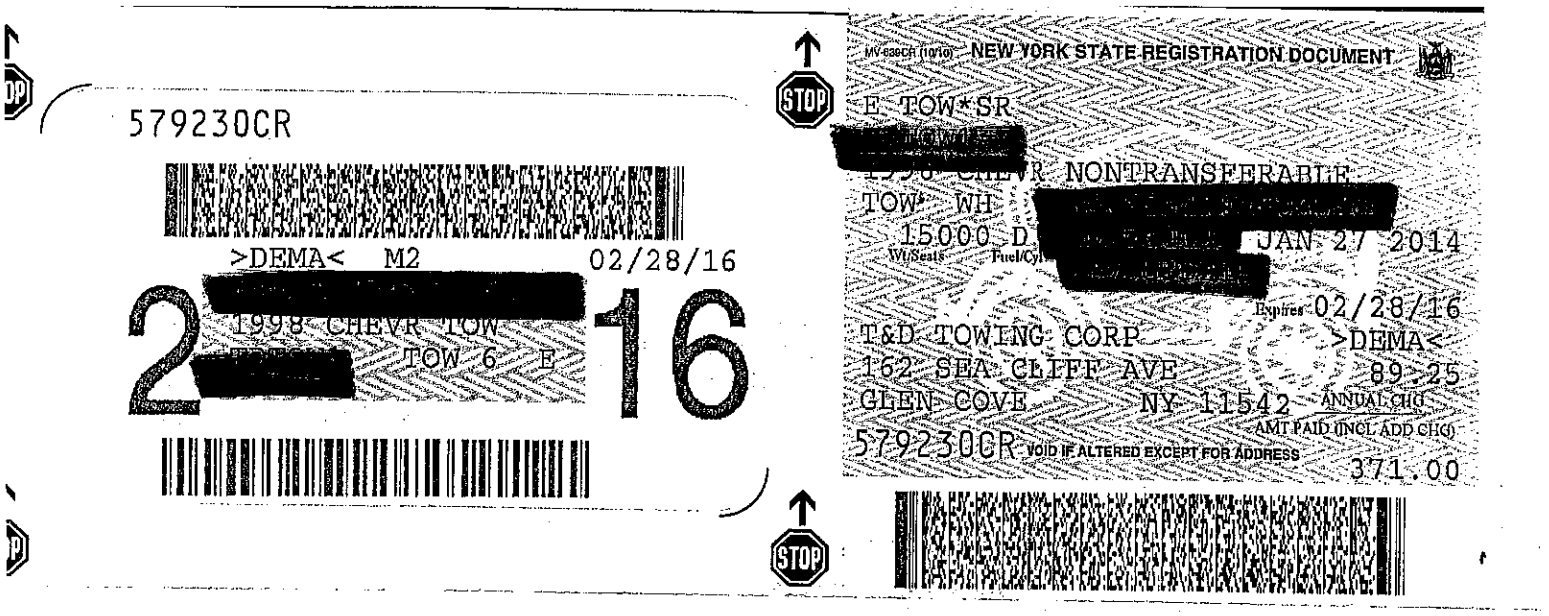

NEW YORK STATE
DRIVER LICENSE
USA
Class C
Sex M Height 6'-02" Eyes BRO
Expires 12/02/2021
E W
R W
Issued 11/18/2013
2UWQ2X5K02



Endorsements:
W Tow Truck Oper

Restrictions:
W No Veh Over 16 000 LBS



X0007411

T&D TOWING CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542

STOP **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.

252483CR

>DEMA< HD 01/31/15

[redacted] 15

TOW 1 E

MV-890CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

2009 CHEVR NONTRANSCHLD ARLTT

TOW WH

[redacted] 07 DEC 18 2013

T&D TOWING CORP Expires 01/31/15

CORP >DEMA<

162 SEA CLIFF AVE 116.00

GLEN COVE NY 11542 ANNUAL CHG

AMT PAID (INCL ADD'L CHG) 212.25

252483CR VOID IF ALTERED EXCEPT FOR ADDRESS

X0003323

T&D TOWING CORP
CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542

DON'T PEEL STICKER FROM FRONT - SEE BACK!

GG384208

06/30/15

6 [redacted] 15

6 FORD [redacted]

Keep this document to show to the police and courts.

MV-899TB (12/13) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

FORD NONTRANSFERABLE

[redacted] 08 JUN 18 2014

Wt/Seats [redacted] Fuel/Cyl [redacted] Expires 06/30/15

T&D TOWING CORP
162 SEA CLIFF AVE 148.75
GLEN COVE NY 11542
ANNUAL CHG
AMT PAID (INCL. ADD'L CHG)

GG384208 VOID IF ALTERED EXCEPT FOR ADDRESS 1027.13

[redacted]

ST-176(MV) NEW YORK STATE
RECEIPT FOR PAYMENT OF SALES TAX
JURIS 2811 RATE 8.625% 733.13
4061810869 GG384208 SAD

[redacted] T&D TOWING CORP

579229CR

>DEMA< M2 02/28/16

2 [redacted] 16

1994 CHEVR TOW [redacted] E

MV-659CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

E TOW*SR

[redacted]

1994 CHEVR NONTRANSFERABLE

TOW WH [redacted]

*15000 D [redacted] JAN 27 2014

Wt/Seats Fuel/Cyl. 049 UTD21F

Expires 02/28/16

T AND D TOWING CORP >DEMA<

162 SEA CLIFF AVE 89 25

GLEN COVE NY 11542 ANNUAL CHG

AMT PAID (INCL ADD CHG)

579229CR VOID IF ALTERED EXCEPT FOR ADDRESS 371 00

X0007410

T AND D TOWING CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542

THE UTICA NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T&D TOWING CORP., AGD REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

FAX: Scanable Bar Code

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4. DMV will not accept a faxed ID card without a scanable barcode.

INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

673 REPUBLIC FRANKLIN INSURANCE CO Policy Number [redacted]
Name & Address of Issuer Y0118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2014 12:01 a.m.
Expiration Date 08/01/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T&D;TOWING;CORP;AGD
REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:
2009 Year
CHEV Make
[redacted] Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND.
WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.
The name of the registrant and the name of the insured must coincide.
REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE- REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

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Name & Address of Issuer Y0118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

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REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

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THE UTICA NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T&D TOWING CORP., AGD REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

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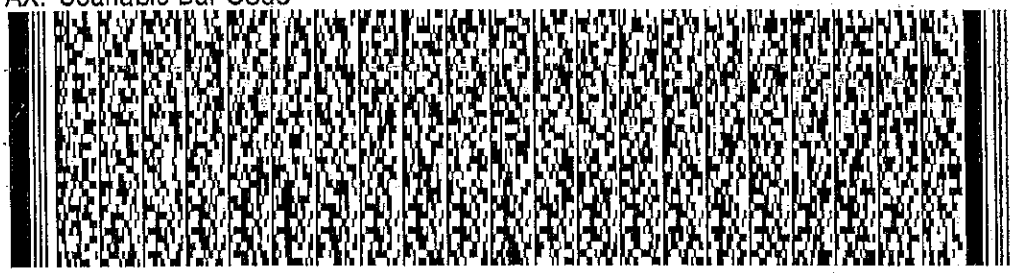

INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

673 REPUBLIC FRANKLIN INSURANCE CO Policy Number [redacted]
Name & Address of Issuer YO118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2014 12:01 a.m.
Expiration Date 08/01/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

T&D;TOWING;CORP;AGD
REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:

1998 Year
CHEV Make
[redacted] Vehicle Identification Number
TOW TRUCK

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FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

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Name & Address of Issuer YO118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2014 12:01 a.m.
Expiration Date 08/01/2015 12:01 a.m.
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T&D;TOWING;CORP;AGD
REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:

1998 Year
CHEV Make
[redacted] Vehicle Identification Number
TOW TRUCK

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THE UTIC[illegible] NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T&D TOWING CORP., AC[illegible] REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 115[illegible]

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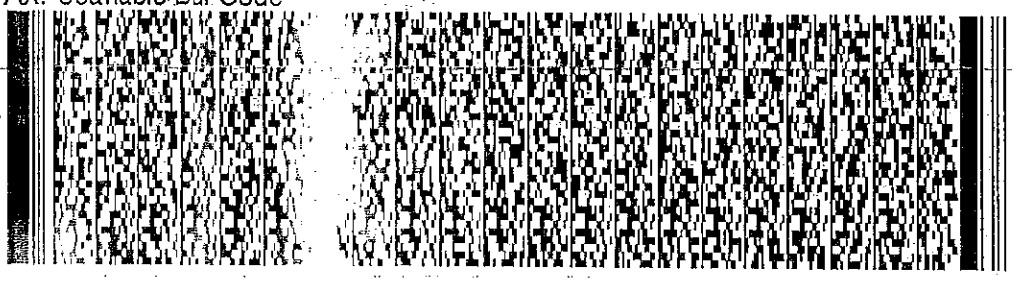

INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK S[illegible]TE INSURANCE IDENTIFICATION CARD

673 REPUBLIC FRANK[illegible]N INSURANCE CO Policy Number [redacted]
Name & Address of Issuer YO1
THE B & G GROUP, I[illegible]
55 WEST AMES COURT
SUITE 400
PLA[illegible]VIEW 11803

Effective Date 08/01/2014 12:01 a.m.
Expiration Date 08/01/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer [illegible] issued an Owner's Policy of Liability Insurance comp[illegible]ing with [illegible]le 6 (Motor Vehicle Financial Security Act) of the NEW YORK Ve[illegible] and Traffic Law to:

Applicable with respect to the following Motor Vehicle:
1994 Year
CHEV Make
[redacted] Vehicle Identification Number
TOW TRUCK

T&D; [illegible]WING; [illegible]RP; AC
REAL[illegible]TY
162 [illegible]EA CLIFF AVEN[illegible]
GLE[illegible] COVE, N[illegible] 1[illegible]42

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FS-20

NEW YORK [illegible]ATE INSURANCE IDENTIFICATION CARD

673 [illegible]EPUBL[illegible] FRAN[illegible] IN INSURANCE CO Policy Numb[redacted]
Name & A[illegible]ss of I[illegible] YO[illegible] 8
THE [illegible]
55 [illegible] AM[illegible] COUR[illegible]
SUI[illegible]00
PLA[illegible] 11803

Effective Date 08/01/2014 12:01 a.m.
Expiration Date 08/01/2015 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)

An author[illegible]W YO[illegible]nsure[illegible] s issued an Owner's Policy of Liability Ins[illegible]ance comp[illegible]ng with [illegible]tiole 6 (Motor Vehicle Financial Security Ac[illegible] the [illegible]RK V[illegible] [illegible]le and Traffic Law to:

Applicable with respect to the following Motor Vehicle:
1994 Year
CHEV Make
[redacted]
TOW TRUCK

T&D; [illegible]NC[illegible]
REA[illegible]
162 [illegible]E[illegible]
GLE[illegible] [illegible]542

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THE UTICA NATIONAL INSURANCE GROUP THANKS YOU FOR YOUR BUSINESS

T&D TOWING CORP., AGD REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

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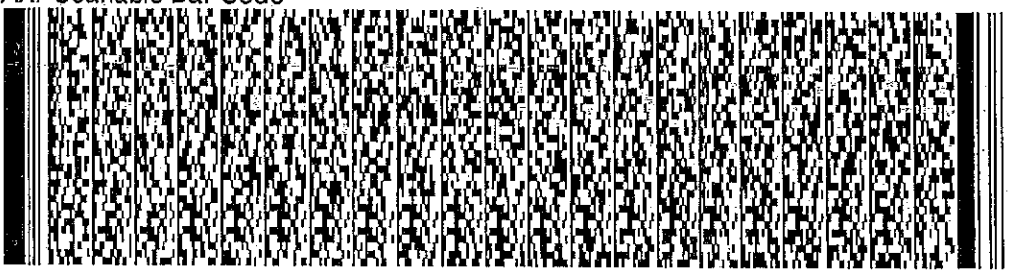

INSURANCE ID CARDS
Remove cards along perforation.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

673 REPUBLIC FRANKLIN INSURANCE CO Policy Number [redacted]
Name & Address of Issuer Y0118
THE B & G GROUP, INC.
55 WEST AMES COURT
SUITE 400
PLAINVIEW NY 11803

Effective Date 08/01/2014 12:01 a.m.
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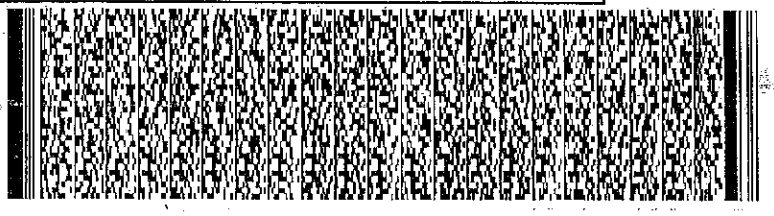
T&D;TOWING;CORP;AGD
REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

Applicable with respect to the following Motor Vehicle:

1986 Year
FORD Make
[redacted] Vehicle Identification Number
TOW TRUCK



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FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

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T&D;TOWING;CORP;AGD
REALTY
162 SEA CLIFF AVENUE
GLEN COVE, NY 11542

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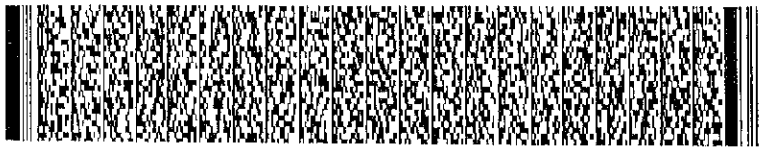


E-3246

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

County of Nassau
Inter-Departmental Memo

To: **All Department Heads**

From: **County Attorney**

Date: **February 2, 2016**

Subject: **Business History and Principal Questionnaire Forms**

Previously I advised all County Department Heads to require all proposers and bidders to complete the Business History and Principal Questionnaire Forms (collectively, the "Forms"). I now notify you that, going forward, all Departments must ensure that the Forms are: (i) completed in their entirety **(no blanks)**; and (ii) attached to each contract package that is routed. Contract packages routed after this memo that fail to include the fully-completed Forms will be rejected. Packages originated before this memo may need to be supplemented.

Please note the Forms have been recently updated. I have attached the current Forms for your use.

The most common omission in the Forms has been the response to question 17 of the Business History Form relating to conflicts of interest. The response to this question provides important information to the various Departments, as well as to the Legislature and NIFA. Therefore, both 17 (a)(i-iii) and 17 (b) must be completed. No blanks will be allowed. Sample responses to question 17 are attached.

Please contact my office if you have any questions.

CARNELL T. FOSKEY
County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 18 P 2:40

Attachments

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 2-3-16

1) Bidder's/Proposer's Legal Name: T&D Towing Corp.

2) Address of Place of Business: 162 Sea Cliff Ave. Glen Cove, N.Y. 11542

List all other business addresses used within last five years: Same

3) Mailing Address (if different): Same

Phone: 516-671-8810

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 0

5) Federal I.D. Number: 11-2659386

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe 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. NO CONFLICT EXISTS

T & D TOWING CORP
162 Sea Cliff Ave.
Glen Cove, NY 11542
516-671-8810

2-3-16

TO: Nassau County
County Attorney

Re: Business History +
Prin. Question Form.

1. Date of Formation 6-15-72
2. Anthony C. Dousdis [redacted]
3. Anthony C. Dousdis [redacted]
4. New York
5. Employees (3)
6. Annual revenue 950,000.00 +
7. 44 years of Auto Body repair + Towing

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 03/02/15 29961

THIS CERTIFICATE EXPIRES 03/31/17

This person is REGISTERED AS A REPAIR SHOP

FACILITY IDENTIFICATION NO. [redacted] RS

pursuant to the provisions of the Vehicle and Traffic Law.

T&D TOWING CORP
162 SEA CLIFF AVE
GLEN COVE NY 11542

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

P (11/86)

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/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. 44 years

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

PQF (02/2016)

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Anthony Co. Douglas Sr.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 162 Sea Cliff Ave.
   City/state/zip Glen Cove, NY. 11542
   Telephone 516-671-8810
   Other present address(es) None
   City/state/zip Ø
   Telephone Ø
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 6/15/72 Treasurer Ø/___
   Chairman of Board Ø/___ Shareholder Ø/___
   Chief Exec. Officer Ø/___ Secretary Ø/___
   Chief Financial Officer Ø/___ Partner Ø/___
   Vice President Ø/___ Ø/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ 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? NO X YES ___ 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? NO X YES ___; 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? NO ___ YES X If Yes, provide details.
   Nassau City Impound Contract

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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response tc 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony C. Dawson Jr., 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 3rd day of February 2016

Notary Public

HENRY C. SUHR
NOTARY PUBLIC, State of New York
No. 01SU4607087
Qualified in Nassau County
Commission Expires July 31, 2017

T&D Towing Corp.
Name of submitting business

Anthony C. Dawson Jr.
Print name

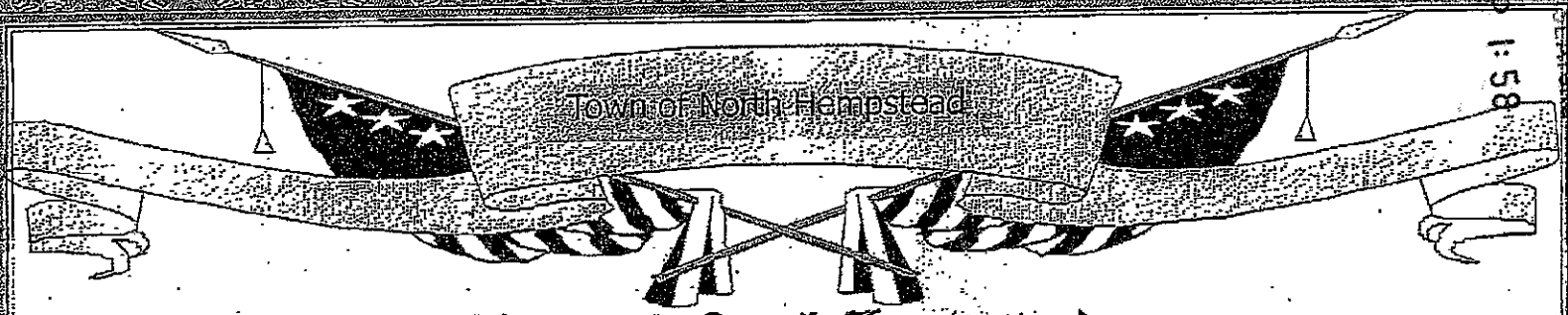
Signature

Pres
Title

2/3/16
Date

E-32-16

2016 FEB 1 P 1:58



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : T. & D. Towing Corp.

Office/Terminal Located : 162 Sea Cliff Avenue, Glen Cove, NY 11542

Storage Facility Located: 162 Sea Cliff Avenue, Glen Cove, NY 11542

License No: 46

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK

By Direction of:

Wayne H. Wink Jr.

Wayne H. Wink Jr., Town Clerk

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

LICENSED TOW CAR OWNER
UNRESTRICTED

4

NAME OF LICENSE OWNER			
T&D Towing Corp. .			
STREET ADDRESS			
162 Sea Cliff Avenue			
POST OFFICE		STATE	ZIP CODE
Glen Cove		NY	11542
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	10-13		6/30/2016

TOWN CLERK

TO-LTO-40 (6/10)

E-33-16 RGG

Contract ID#: CQPD16000002

Department: POLICE

Contract Details

SERVICE County Impound & Towing

NIFS ID #: CQPD16000002 NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
A1 Grand Auto Body, Inc	Vendor ID#: 113542226
Addresses: 105 Herricks Road Garden City Park, NY 11040	Contact Person Brian J. Hogan
	Phone: 516-294-4200 A1grandautobody@me.com

County Department
Department Contact **Gail McGrath-Gough** **Gmcgrath-gough@PDCN.org**
Address PAB 1490 – Room 250 Franklin Ave., Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 1/21/16 *NIFS Appvl (Dept. Head)*	☒ ☐		CAPT.	
	OMB	*NIFS Approval*	☑	1/22/16		Yes ☐ No ☒
	Vertical DCE	*NIFS Approval*	☐			
	Department	*Vendor Administration* *NIFS Appvl (Dept. Head)*	☐ ☐			
1/22/16	County Attorney	*CA RE&I Verification*	☑	1/22/16		
1/22/16	County Attorney	*CA Approval as to form*	☑	1/22/16		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐	1/25/16	Concetta A Rebecca	
	LEG Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	2016 JAN 25 P 1:22		
	County Comptroller	*NIFS Approval*	☐	CLERK OF THE LEGISLATURE NASSAU COUNTY		
1/25/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	1/25/16	RECEIVED	

Contract ID#: CQPD16000002

Department: POLICE

Contract Summary

Description: Contract for services related to County Impound and Towing

Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

Method of Procurement: Formal Sealed Bidding Process.

Procurement History: **Bid Number 9899-08144-171**

Description of General Provisions: **Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).**

Impact on Funding / Price Analysis: **Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):**

Zone 6:	$ 55,602.00	per annum
Zone 7:	$ 46,608.00	per annum
Zone 10:	$ 34,660.00	per annum
Zone 11:	$ 37,660.00	per annum
Total:	$ 174,530.00	per annum
	$ 14,544.17	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: **N/A**

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 30,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 30,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 30,000
2		$
3		$
4	A. Amato 1/22/16	$
5		$
6		$
	TOTAL	$ 30,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Gail McGrath-Gough Administrative Assistant** **Date:** **1/15/16**

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 1/25/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/03)

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: A-1 GRAND AUTO BODY, INC.

CONTRACTOR ADDRESS: 105 HERRICKS ROAD/ 98 DENTON AVE GARDEN CITY PARK NY 11040

FEDERAL TAX ID #: 11-3542226

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 highest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on JULY 31, 2014. The sealed bids were publicly opened on AUGUST 14, 2014. 10 [#] 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 _____[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.

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.

CAPT. [signature]

Department Head Signature

01/22/16

Date

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

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10/15/16

1) Bidder's/Proposer's Legal Name: A 1 Grand Auto Body INC.

2) Address of Place of Business: 105 Herricks Rd. Garden City Park, N.Y. 11040

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone: (516) 294-4200

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-354 2226

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details:

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ 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:

(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 as collection agent on behalf of Nassau County. N/A

(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 as collection agent on behalf of Nassau County. N/A

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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.

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

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

Company Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave.

City/State Garden City, N.Y. 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address NA

Company Village of New Hyde Park
Contact Person Pat Anderson
Address 1420 Jericho Turnpike
City/State New Hyde Park N.Y. 11040
Telephone (516) 354 0022
Fax # (516) 354-6004
E-Mail Address NHPCLERK@VNHP.org

Company Village of Mineola
Contact Person Joya Goryeks
Address 155 Washington Ave.
City/State Mineola N.Y. 11501
Telephone (516) 746-0750
Fax # (516) 746-5602
E-Mail Address NA

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ariel Hogan, 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 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2018

Name of submitting business: A 1 Grand Auto Body, INC.

By: Ariel Hogan
Print name

X
Signature

President
Title

10/19/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Ariel Hogan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 105 Herricks Rd.
   City/state/zip Garden City Park, NY 11040
   Telephone (516) 294-4200
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2/27/13 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?
   NO ___ YES X If Yes, provide details, Ariel Hogan 100% shareholder

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? NO
   X YES ___ If Yes, provide details, Truck Loan Santander Bank
   [redacted] 2015 Ford F650 FlatBed

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? NO ___ YES X If Yes, provide details.
   Grand Auto Body INC. 98 Denton Ave. Garden City PK NY 11040

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? NO X YES ___ 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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ariel Hogan, 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 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2018

A1 Grand Auto Body, Inc.
Name of submitting business

Ariel Hogan
Print name

X
Signature

President
Title

10 / 19 / 15
Date

A1 Grand Auto Body, Inc.

105 Herricks Road
Garden City Park, NY 11040

1. Date of formation 3/24/2000

2/3. Ariel Hogan 100 % shareholder
[redacted]

4. New York State Corporation

5. Employees - six employees

6. Annual Revenue 1,260,844 for the year 2014

7. Summary of relevant accomplishments
Licensed New York State Auto Appraiser
Since 1939 have 4 generations of continuous auto tow and body
Experience to accidents and tows calls for municipalities listed:
Nassau County Tow Impound Garage
Garden City Tow Impound Garage
Village of New Hyde Park Tow Impound Garage
Mineola Tow Impound Garage
Tow Advisory Board – Town of North Hempstead
Town of North Hempstead Tow

8. Copies of all state and local licenses and permits
See attached

B. 15 years at this location

C. Towing for Nassau County many years
Refer to list below

E-33-16

RULES RESOLUTION NO. 66 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with A1 Grand Auto Body, Inc. for impound and towing related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with A1 Grand Auto Body, Inc.

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: **COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS**

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

a) Required towing vehicles
b) Required fenced and lighted premises
c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heave duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.

Robert M. Sputo
Detective Lieutenant

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/31/16

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

Nassau County Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

A1 Grand Auto Body, Inc.
Attn: Brian J. Hogan
105 Herricks Road
Garden City Park, NY 11040

Re: County Impound Garage Contracts
Bid Number 9899-08144-171

Dear Mr. Hogan:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Zone 6:	$ 55,602.00	per annum
Zone 7:	$ 46,608.00	per annum
Zone 10:	$ 34,660.00	per annum
Zone 11:	$ 37,660.00	per annum
Total:	$ 174,530.00	per annum
	$ 14,544.17	per month

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is $7,506.67.

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following **immediately** to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required insurance documentation;
- Administrative Fee ($533.00); and

- First pro-rata installment of $7,506.67.

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/27/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

NYSIF New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ [redacted]
A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK NY 11040

POLICYHOLDER	CERTIFICATE HOLDER
A1 GRAND AUTO BODY INC 105 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	974111	10/15/2015 TO 10/15/2016	1/13/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 964364804

U-26.3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

A1GRAND OP ID: PS

DATE (MM/DD/YYYY) 01/13/2016

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

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

PRODUCER The Winfield Group, Inc. 3 Corporate Drive Ste 200 Clifton Park, NY 12065 Metin Lika	CONTACT NAME: Metin Lika PHONE (A/C, No, Ext): 518-371-0075 FAX (A/C, No): 518-371-0675 E-MAIL ADDRESS: milka@winfieldgroup.com
INSURED A-1 Grand Auto Body Inc 105 Herricks Road Garden City Park, NY 11040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Utica National Insurance Group — 10687 INSURER B : Standard Security Life Ins — 69078 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		[redacted]	10/24/2015	10/24/2016	EACH OCCURRENCE	$ 1,000,000
	X Garage Liability				10/24/2015	10/24/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS			[redacted]	10/24/2015	10/24/2016	BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR							
A	EXCESS LIAB CLAIMS-MADE			[redacted]	10/24/2015	10/24/2016	EACH OCCURRENCE	$ 2,000,000
	DED X RETENTION $ 10000						AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2015	10/24/2016	Comp/Coll	300,000
B	NYS Disability				01/01/2013	01/01/2017	Continue	

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

The certificate holder is included as additional insured as their interest may appear withinc overage forms provided by the above policies, per written contract or agreement. 30 Day notice Of Cancellation applies.

See attached for covered vehicles.

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John R. Tomassi

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2008 Ford Tow [redacted]
2008 Ford Tow.
1995 Intl Tow.
2015 Ford Tow.
1995 GMC Tow..
1995 Chev Tow.
2016 Ford Tow.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: A 1 Grand Auto Body Inc.

Address: 105 Hercicks Road

City, State and Zip Code: Garden City Park, New York 11040

2. Entity's Vendor Identification Number: 11-3542226

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp S CORP Other (specify)

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

Ariel Hogan [redacted]

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

Ariel Hogan [redacted]

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

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

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: 1/13/16

Signed: [signature]

Print Name: Ariel Hogan

Title: President

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

CONTRACT FOR SERVICES

This Agreement dated as of the _____ day of _____, 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) A1 GRAND AUTO BODY INC., 105 Herricks Road, Garden City Park, NY 11040 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone(s) numbered 6, 7, 10 and 11 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 $200.00
      (plus $15.00 per each additional 4,000 pounds or part thereof)
   iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

iii. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles $20.00 per day
   b. Commercial vehicles up to 30 feet in length $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length $35.00 per day

iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles $25.00 per day

b. Commercial vehicles up to 30 feet in length $35.00 per day
c. Commercial vehicles exceeding 30 feet in length $40.00 per day

v. Storage for each 24-hour period or part thereof for each day after the 30th day
a. Passenger cars, taxis and motorcycles $30.00 per day
b. Commercial vehicles up to 30 feet in length $40.00 per day
c. Commercial vehicles exceeding 30 feet in length $45.00 per day

vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
a. Passenger cars, taxis and motorcycles $20.00 per day
b. Commercial vehicles $20.00 per day

County Storage Rate

vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of $2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

viii. Brake test
a. Passenger cars, taxis and motorcycles $60.00
b. Commercial vehicles $80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 6:	$ 55,602.00 per annum
Zone 7:	$ 46,608.00 per annum
Zone 10:	$ 34,660.00 per annum
Zone 11:	$ 37,660.00 per annum
Total:	$ 174,530.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $ 14,544.17 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $100.00 x 0.20 = $ 20.00 / 365 = $ .05 x 15 = $ .75). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $ 174,630.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

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

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

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

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

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this

Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance with Law.

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely

cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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.

(c) 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.

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'S 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'S agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a

minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) 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.

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

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of

impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. 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.

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

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of Five Hundred Thirty Three ($533.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

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

governments, then beyond funds available to the COUNTY from the state and/or federal governments.

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

_____

By: _____

Name: Ariel Hogan

Title: President

Date: 1/13/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

STEVEN CORDOBA
Notary Public - State of New York
NO. 01C06273515
Qualified in Nassau County
My Commission Expires 8-10-16

On the 13 day of January in the year ~~2010~~ 2016 before me personally came Ariel Hogan to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 President of Al Grand Auto Body 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

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2010 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law
Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it

has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been

reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Ariel Hogan (Name)

A1 Grand Auto Body 24 Hour Towing
105 Herrick Road
Garden City Park, NY 11040
(516)294-4200
(Address)

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to

terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

_____

_____

_____

_____

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

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

1/15/16

Dated

Signature of Chief Executive Officer

Ariel Hogan

Name of Chief Executive Officer

Sworn to before me this

15 day of JANUARY, 2016.

Christine Torregrossa

Notary Public

CHRISTINE TORREGROSSA
Notary Public - State of New York
NO. 01TO6271237
Qualified in Nassau County
My Commission Expires 10/29/16

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER · HEAT-SENSITIVE RED IMAGE DISAPPEARS WITH HEAT · DETECTION CIRCLE REVEALS A LOCK WHEN TESTED

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com
1-2-210

A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK, NY 11040

01/13/2016

PAY TO THE ORDER OF TREASURER NASSAU COUNTY

$ **533.00

DOLLARS

Five hundred thirty-three and 00/100**********

TREASURER NASSAU COUNTY
TREASURER NASSAU COUNTY
Nassau County Police Depatment
Mineola, NY 11501

MEMO

Administrative F[redacted]

AUTHORIZED SIGNATURE

Security features. Details on back.

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER. HEAT SENSITIVE SEC IMAGE DISAPPEARS WITH HEAT. DETECTION CIRCLE REVEALS A LOCK WHEN TESTED.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

1-2-210

A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK, NY 11040

01/13/2016

PAY TO THE ORDER OF TREASURER NASSAU COUNTY

$ **7,506.67

Seven thousand five hundred six and 67/100********** DOLLARS

TREASURER NASSAU COUNTY
TREASURER NASSAU COUNTY
Nassau County Police Depatment
Mineola, NY 11501

MEMO Pre-Rate 1st payment Bid # 0890-08144-171

AUTHORIZED SIGNATURE

Security features. Details on back.

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

1-2-210

A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK, NY 11040

01/15/2016

PAY TO THE ORDER OF TREASURER NASSAU COUNTY

$ **174,530.00

One hundred seventy-four thousand five hundred thirty and 00/100********** DOLLARS

TREASURER NASSAU COUNTY
TREASURER NASSAU COUNTY
Nassau County Police Depatment
Mineola, NY 11501

MEMO [redacted]

AUTHORIZED SIGNATURE

Security features. Details on back.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
9899-08144-171

Dated: JULY 31, 2014

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID OPENING DATE
AUGUST 14, 2014
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

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

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

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

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
VARIOUS NASSAU COUNTY LOCATIONS	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11 - 354 2226

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER A1 Grand Auto Body, INC.
ADDRESS 105 Herricks Rd. / 98 Denton Ave., Garden City PK
CITY Garden City Park STATE NY ZIP CODE 11040 TELEPHONE 516-294-4200

x _____ Ariel Hogan
SIGNATURE OF AUTHORIZED INDIVIDUAL — PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

DISCLOSURE STATEMENT

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

Bidders Name: A1 Grand Auto Body, INC.

Address: 105 Herricks Rd/ 98 Denton Ave. Garden City Park, New York, 11040

Telephone No: 516-294-4200 Fax No: 516-294-5742

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE _____ President
BIDDER

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516)294-4200 Phone (516) 294-5742 Fax
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan
106 Norman street
New Hyde Park NY 11040

X_____

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

QUALIFICATION STATEMENT

BIDDER'S NAME: A1 Grand Auto Body, INC.

ADDRESS: 105 Herricks Rd. / 98 Denton Ave. Garden City Pk, NY 11040

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Ariel Hogan [redacted]
VICE PRESIDENT Same as above
SECRETARY Same as above
TREASURER Same as above

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes, in
IF SO WHEN? previous Contract Bids Tow

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 14yrs.

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto Body Repairs
Towing, Auto Repairs

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Ariel Hogan	President	6yrs	General Manager Auto Body, Towing, Accounting, Secretarial	General Manag

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
A1 Grand Auto Body has been in Contract for Towing with Nassau County for 10+ years.

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

BIDDER SIGN HERE _____ President
BIDDER

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

President / Manager Ariel Hogan

Manager Brian Hogan

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

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

1. REFERENCE'S NAME: Garden City Police Department
ADDRESS: 347 Stewart Ave.
Garden City, New York 11530
TELEPHONE (516) 742-9600 CONTACT PERSON Commissioner Kenney Jackson
CONTRACT DATE: 2000 Former Commissioner Ernest Ciullo

2. REFERENCE'S NAME: Nassau County Police 3rd Pct.
ADDRESS: 214 Hillside Ave.
Williston Park, New York 11596
TELEPHONE: 516 573 6336 CONTACT PERSON Eileen Lyons PSA/Impounds
CONTRACT DATE: 2005/2006

3. REFERENCE'S NAME: Nassau County Police 4/5th Pct.
ADDRESS: 1699 Broadway
Hewlett, N.Y. 11557
TELEPHONE: 516 573 6435 CONTACT PERSON Rosemarie Bouton
CONTRACT DATE: 2005/2006

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

BIDDER SIGN HERE X _____ President
BIDDER TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE X _____ President

BIDDER TITLE

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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

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

GENERAL CONDITIONS:

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

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

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

BIDDER SIGN HERE _____ President
BIDDER

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ President

BIDDER

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 13 day of August, 2014 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: A1 Grand Auto Body, INC.

Address:

Street: 105 Herricks Rd. / 98 Denton Ave.

City, Town, etc: Garden City Park, New York 11040

Telephone: (516) 294-4200 Title: _____

If applicable, responsible Corporate Officer

Name Ariel Hogan Title President

Signature: _____ Sign Here

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

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

BIDDER SIGN HERE _____ President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

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NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:
Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

BIDDER SIGN HERE _____ President

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.

6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

~~If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE,~~ he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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BIDDER SIGN HERE _____ President

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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BIDDER SIGN HERE _____ President
BIDDER TITLE

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1.1 DMV Registration of tow vehicle(s).

1.2 Required Towing License(s).

1.3 Driver's License(s) of Operator(s).

1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

BIDDER SIGN HERE _____ President

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

a. Towing to a contractor's premises	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles up to 8,000 pounds unladen	$200.00
iii. Commercial vehicles over 8,000 per each additional 4,000 pounds or part thereof	$200.00 plus $15.00
iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds	$300.00
b. Towing from a contactor's premises to a County-owned storage facility	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles	$200.00
c. Storage for each 24-hour period or part thereof for the first seven days	
i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles up to 30 feet in length	$30.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$35.00 per day
d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day	
i. Passenger cars, taxis and motorcycles	$25.00 per day

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BIDDER TITLE

ii. Commercial vehicles up to 30 feet in length	$35.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$40.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day

i. Passenger cars, taxis and motorcycles	$30.00 per day
ii. Commercial vehicles up to 30 feet in length	$40.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof

i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles	$20.00 per day

g. Brake test

i. Passenger cars, taxis and motorcycles	$60.00
ii. Commercial vehicles	$80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

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

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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

BIDDER SIGN HERE _____ President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $46,040.00 ANNUALLY

~~NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT~~

ZONES 2 & 5

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

BIDDER SIGN HERE _____ President

BIDDER

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER: $ 0 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER: $ 0 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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

BIDDER SIGN HERE _____ President

BIDDER

ZONE 6 BID OFFER: $ 55,602.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER: $ 46,608.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 0 ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 0 ANNUALLY

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 34,660.00 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $ 37,660.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $ Ø ANNUALLY

ZONE 13

~~All the territory within the following boundaries: Beginning at a point where Old Country Road meets South~~ Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

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

BIDDER SIGN HERE _____ President

ZONE 13 BID OFFER $ Ø ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ Ø ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ Ø ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting ~~Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern~~ extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ Ø ANNUALLY

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

BIDDER SIGN HERE _____ President

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ Ø ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ Ø ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ Ø ANNUALLY

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $ Ø ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ Ø ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $ Ø ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23 BID OFFER $ Ø ANNUALLY

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

2010

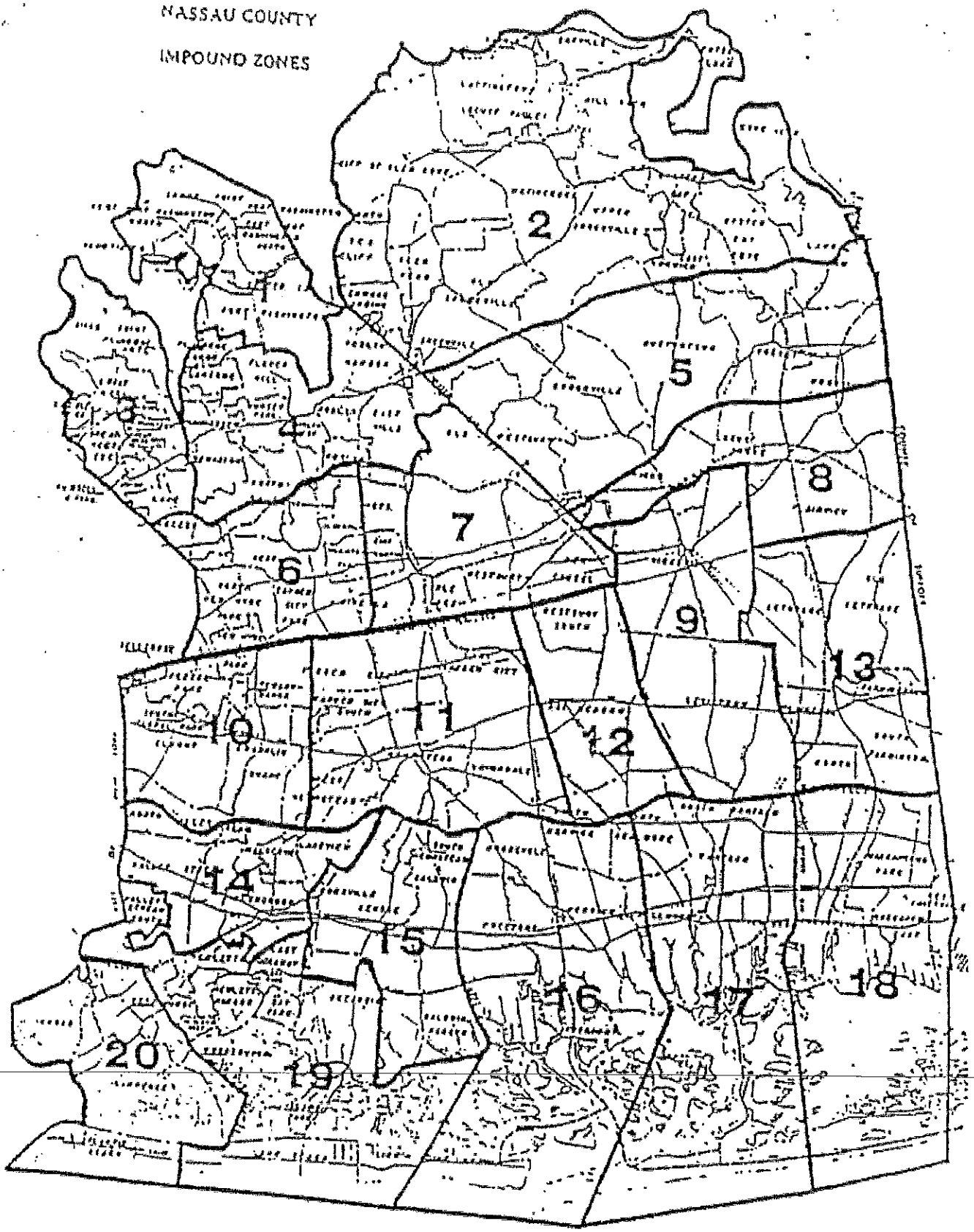
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011

Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

Zone	2012 Total Impounds
1	6
2	44
3	50
4	258
5	41
6	247
7	233
8	180
9	307
10	503
11	576
12	219
13	214
14	238
15	207
16	135
17	161
18	180
19	173
20	93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23


NASSAU COUNTY
IMPOUND ZONES
1
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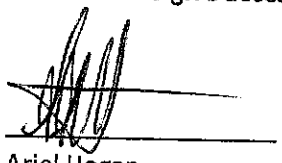
President

A1 Grand Auto Body Inc.
105 Herricks Rd
Garden City Park, NY, 11040
(516) 294-4200 P (516) 294-5742 F
DMV# 7087762
TAXID# 11-3542226

Nassau County Office of Purchasing

To whom it may concern,

Our main contact person Richard Holecek whose email address was A1GrandAutoBody@optonline.net is no longer with A1 Grand Auto Body Inc. Our new man contact person is Ariel Hogan (President) whose email address is A1GrandAutoBody@me.com . You are here by authorized to give access to our vender data base account to Ariel Hogan.



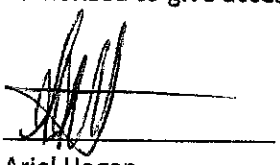
Ariel Hogan
President
A1GrandAutoBody@me.com

A1 Grand Auto Body Inc.
105 Herricks Rd
Garden City Park, NY, 11040
(516) 294-4200 P (516) 294-5742 F
DMV# 7087762
TAXID# 11-3542226

Nassau County Office of Purchasing

To whom it may concern,

Our main contact person Richard Holecek whose email address was A1GrandAutoBody@optonline.net is no longer with A1 Grand Auto Body Inc. Our new man contact person is Ariel Hogan (President) whose email address is A1GrandAutoBody@me.com . You are here by authorized to give access to our vender data base account to Ariel Hogan.



Ariel Hogan
President
A1GrandAutoBody@me.com

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^[redacted]

A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK NY 11040

POLICYHOLDER	CERTIFICATE HOLDER
A1 GRAND AUTO BODY INC 105 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	10/15/2013 TO 10/15/2014	8/13/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 207666289

New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ [redacted]
A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK NY 11040

POLICYHOLDER	CERTIFICATE HOLDER
A1 GRAND AUTO BODY INC 105 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]-9	[redacted]	10/15/2014 TO 10/15/2015	8/13/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 678860546

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 06/30/14

FACILITY IDENTIFICATION NO. 7087762 RS

Validation Date and Number: 05/01/12 03326

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PK NY 11040

This document does not certify that this business complies with zoning and other local laws

MV-61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Taxation and Finance

Certificate of Authority

Identification number [redacted]

(Use this number on all returns and correspondence)

VALIDATED

1/25/2010

Dept of Tax and Finance

A1 GRAND AUTO BODY INC,
105 HERRICKS RD
GARDEN CITY NY 11040-5341

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

405011080098

1DC3 - 0260635 P0000371 - 01

DTF-17-A-R (11/08)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/8/2014

PRODUCER
Marino Coverage Group
752 Hempstead Turnpike
Franklin Square, NY 11010
516-354-0660

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

INSURED
A-1 Grand Auto Body Inc.
105 Herrricks Road
Garden City Park, NY 11040

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Nationwide Mutual Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A	Y	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	[redacted]	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	[redacted]	10/24/13	10/24/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $	[redacted]	10/24/13	10/24/14	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Garagekeepers	[redacted]	10/24/13	10/24/14	Comp/Coll Deductible	$300,000 $500/$1000

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

The Certificate Holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement. Covered vehicles: 2008 Ford [redacted]
2008 Ford [redacted]

CERTIFICATE HOLDER

Nassau County Police Department
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD25(2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/7/2014

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

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

PRODUCER
Marino Coverage Group
752 Hempstead Turnpike
Franklin Square, NY 11010

CONTACT NAME:
PHONE (A/C, No, Ext): 516-354-0660 FAX (A/C, No): 516-354-1009
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A-1 Grand Auto Body Inc.
105 Herricks Road
Garden City Park, NY 11040
516-294-4200

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		[redacted]	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			[redacted]	10/24/13	10/24/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	10/24/13	10/24/14	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [ ] N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A A	Garagekeepers On Hook			[redacted]	10/24/13	10/24/14	Comp/Coll Deductible On Hook	$300,000 $500/$1000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement.
Covered vehicles: [redacted]

CERTIFICATE HOLDER
Nassau County Police Department
1550 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE
M J Marino

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eep this document to show to the police and courts.

V-839CR (12/13) NEW YORK STATE REGISTRATION DOCUMENT

[redacted] TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WH [redacted]

19500 D 8 [redacted] MAR 12 2014
Wt/Seats Fuel/Cyl

WEB WEBCDA

A1 GRAND AUTO BODY Expires 04/30/15
INC >DEMA<
105 HERRICKS RD 116.00
GADEN CITY PK NY 11040 ANNUAL CHG
AMT PAID (INCL ADD CHG)

069396CS VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

Keep this document to show to the police and courts.

MV-839CR (12/13) NEW YORK STATE REGISTRATION DOCUMENT

G TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WH [redacted]

17950 D 8 [redacted] MAR 12 2014
Wt/Seats Fuel/Cyl

WEB WEBCDA

A1 GRAND AUTO Expires 04/30/16
BODY INC >DEMA<
105 HERRICKS RD 107.00
GARDEN CITY PK NY 11040 ANNUAL CHG
AMT PAID (INCL ADD CHG)

069395CS VOID IF ALTERED EXCEPT FOR ADDRESS 344.00

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
230
NATIONWIDE MUTUAL FIRE INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

Agency
Marino Coverage Group Inc
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY
INC
105 HERRICKS RD
GARDEN CITY, NY 11040-5341

Policy Number
[redacted]

Effective Date	Expiration Date
10/24/2013 12:01 a.m.	10/24/2014 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)
Applicable with respect to the following Motor Vehicle:

2008 Year — FORD Make

[redacted] Vehicle Identification Number

FS-20

Marino Coverage Group Inc
FRANKLIN SQUARE NY 11010-4328
INSURED A-1;GRAND;AUTO;BODY INC
POLICY NUMBER [redacted]
ACCOUNT NUMBER [redacted]
Customer Service: (516)354-0660
Claims Reporting: (800)421-3535

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
230
NATIONWIDE MUTUAL FIRE INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

Agency
Marino Coverage Group Inc
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY
INC
105 HERRICKS RD
GARDEN CITY, NY 11040-5341

Policy Number
[redacted]

Effective Date	Expiration Date
10/24/2013 12:01 a.m.	10/24/2014 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)
Applicable with respect to the following Motor Vehicle:

2008 Year — FORD Make

[redacted] Vehicle Identification Number

FS-20

Marino Coverage Group Inc
FRANKLIN SQUARE NY 11010-4328
INSURED A-1;GRAND;AUTO;BODY INC
POLICY NUMBER [redacted]
ACCOUNT NUMBER [redacted]
Customer Service: (516)354-0660
Claims Reporting: (800)421-3535

FAX: Scanable Bar Code

FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second card and large bar code will be retained.
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode.

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
230
NATIONWIDE MUTUAL FIRE INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220
Agency
Marino Coverage Group Inc
(516)354-0660
An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY
INC
105 HERRICKS RD
GARDEN CITY, NY 11040-5341

Policy Number
[redacted]
Effective Date **10/24/2013** 12:01 a.m.
Expiration Date **10/24/2014** 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)
Applicable with respect to the following Motor Vehicle:

2008 Year — **FORD** Make

[redacted]
Vehicle Identification Number

FS-20

Marino Coverage Group Inc
FRANKLIN SQUARE NY 11010-4328
INSURED A-1;GRAND;AUTO;BODY INC
POLICY NUMBER [redacted]
ACCOUNT NUMBER [redacted]
Customer Service: (516)354-0660
Claims Reporting: (800)421-3535

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
230
NATIONWIDE MUTUAL FIRE INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220
Agency
Marino Coverage Group Inc
(516)354-0660
An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY
INC
105 HERRICKS RD
GARDEN CITY, NY 11040-5341

Policy Number
[redacted]
Effective Date **10/24/2013** 12:01 a.m.
Expiration Date **10/24/2014** 12:01 a.m.
(Not acceptable to obtain registration after 45 days from effective date.)
Applicable with respect to the following Motor Vehicle:

2008 Year — **FORD** Make

[redacted]
Vehicle Identification Number

FS-20

Marino Coverage Group Inc
FRANKLIN SQUARE NY 11010-4328
INSURED A-1;GRAND;AUTO;BODY INC
POLICY NUMBER [redacted]
ACCOUNT NUMBER [redacted]
Customer Service: (516)354-0660
Claims Reporting: (800)421-3535

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Keep this document to show to the police and courts.

MV-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
29440TW
1995 INTER NONTRANSFERABLE
TOW WH [redacted]
21446 D 8 I3479132 APR 29 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
A1 GRAND AUTO BODY Expires 01/31/09
INC >DEMA<
105 HERRICKS RD 127.00
GARDEN CITY PK NY 11040 ANNUAL CHG
AMT PAID (INCL ADD CHG)
569688BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

Keep this document to show to the police and courts.

MV-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
24142TW
1993 FORD NONTRANSFERABLE
FLAT BK [redacted]
8700 D 8 I3479142 APR 29 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
A1 GRAND AUTO BODY Expires 06/30/08
INC >DEMA<
105 HERRICKS RD 53.25
GADEN CITY PK NY 11040 ANNUAL CHG
AMT PAID (INCL ADD CHG)
569686BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

Keep this document to show to the police and courts.

MV-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
24112TW
1995 CHEVR NONTRANSFERABLE
TOW WH [redacted]
[redacted] PR 29 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
A1 GRAND AUTO BODY Expires 01/31/10
INC >DEMA<
105 HERRICKS RD 53.25
GARDEN CITY PK NY 11040 ANNUAL CHG
AMT PAID (INCL ADD CHG)
569687BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

Chris Marino <cmarino02@gmail.com>
To: Dad <a1grandeulebody@me.com>
Tow truck reg

August 13, 2014 4:40 PM

1 Attachment, 1.3 MB

Sent from my iPhone

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516) 294-4200 Phone
(516) 294-5742 Fax

To whom it may concern,

I, Chester's Towing & Recovery located at 4 Beechwood Ave, Port Washington, NY 11050 am in agreement with A1 Grand Auto Body Inc. that in the event of an accident requiring the removal of a large or heavy vehicle within their zones we will respond and tow the vehicle to A1 Grand Auto Body's location.

Chester's Towing & Recovery

CHESTER'S HEAVY DUTY TOWING & RECOVERY
US DOT # 1546519
MC – 674755
Road Service
Air Cushion Recovery
Crane Service
4 Beechwood Avenue
PORT WASHINGTON, NEW YORK 11050
(516) 883-0547
Fax: (516) 883-0863
Est. 1926
Trucks
Auto
Buses
Trailer Service

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

GG384863

04/30/15

>DEMA< HD

1991 INTER TOW

[redacted] TOW 2 G

4 15

NEW YORK STATE REGISTRATION DOCUMENT

G TOW

[redacted]

1991 INTER NONTRANSFERABLE

TOW RD [redacted]

[redacted] JUN 27 2014

Wt/Seats Fuel/Cyl [redacted]

HEHNS TOWING AND RECOVERY INC
4 BEECHWOOD AVE
PT WASHINGTON NY 11050

Expires 04/30/15
>DEMA<
208.25

ANNUAL CHG
AMT PAID (INCL APP CHG)
80.25

GG384863 VOID IF ALTERED EXCEPT FOR ADDRESS

VISA 0074 075714 80.25

05/27/2014 15:14 6317616636 KAG PAGE 02/02

NEW YORK STATE INSURANCE IDENTIFICATION CARD

484 New South Insurance Co

Name & Address of Issuer
631-761-6833

KIMBERLY GRAZIANO
3760 EXPRESS DRIVE SOUTH
ISLANDIA, NY 11749

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

HEHNS;TOWING;AND
RECOVERY;INC
4 BEECHWOOD AVENUE
PORT WASHINGTON NY 11050

Policy Number [redacted]

Effective Date	Expiration Date
05/27/2014	05/16/2015
12:01 a.m.	12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

1991 (Year) INTER (Make)

[redacted] Vehicle Identification Number

REPLACEMENT VEHICLE
TOW TRUCK

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

75942400

>DEMA< HD 10/31/14

10 [redacted]526 14

2000 FREIG TOW

[redacted] TOW 8 G

NEW YORK STATE REGISTRATION DOCUMENT

G TOW

[redacted]

2000 FREIG NONTRANSFERABLE

TOW WH [redacted]

54000 [redacted] OCT 24 2013

WEB WEBCDA

HEHNS TOWING AND RECOVERY INC

4 BEECHWOOD AVE

PRT WASHINGTON NY 11050

Expires 10/31/14

>DEMA<

321.25 ANNUAL CHG

ANT PAYS (INCL ADD CHG)

75942400 VOID IF ALTERED EXCEPT FOR ADDRESS

386.25

X0003068

HEHNS TOWING AND
RECOVERY INC
4 BEECHWOOD AVE
PRT WASHINGTON NY 11050

19351281

Thank you for insuring with us! Here are your identification cards for proof of insurance.

FS-20

National General Insurance

NEW YORK STATE INSURANCE IDENTIFICATION CARD

484 New South Insurance Company
Name & Address of Issuer
National General Insurance
PO Box 3199
Winston Salem, NC 27102-3199

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

HEHNS;TOWING;AND;RECOVERY;INC
4 BEECHWOOD AVE
PORT WASHINGTON, NY 11050-3713

POLICY NUMBER [redacted]

EFFECTIVE DATE	EXPIRATION DATE
5/16/2014	5/16/2015
12:01 A.M.	12:01 A.M.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2000	FRHT
Year	Make
[redacted]	
Vehicle Identification Number	

Report all accidents immediately to:
National General Insurance
Toll free at: 1-800-468-3466

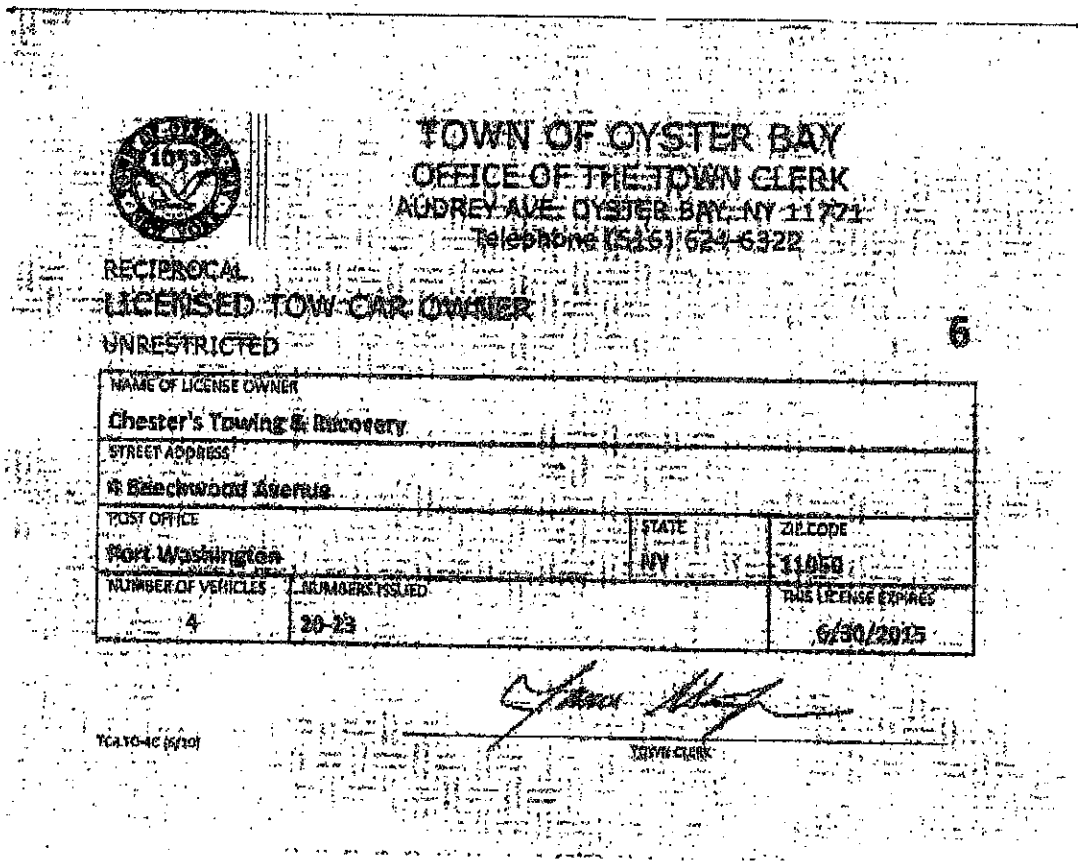
***TOW TRUCK**

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND. WARNING: Any person who issues or produces an ID card knowing that an Owners Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

MOD: 01 10324(01012011)



TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE. OYSTER BAY, NY 11771
Telephone (516) 624-6322

RECIPROCAL
LICENSED TOW CAR OWNER
UNRESTRICTED

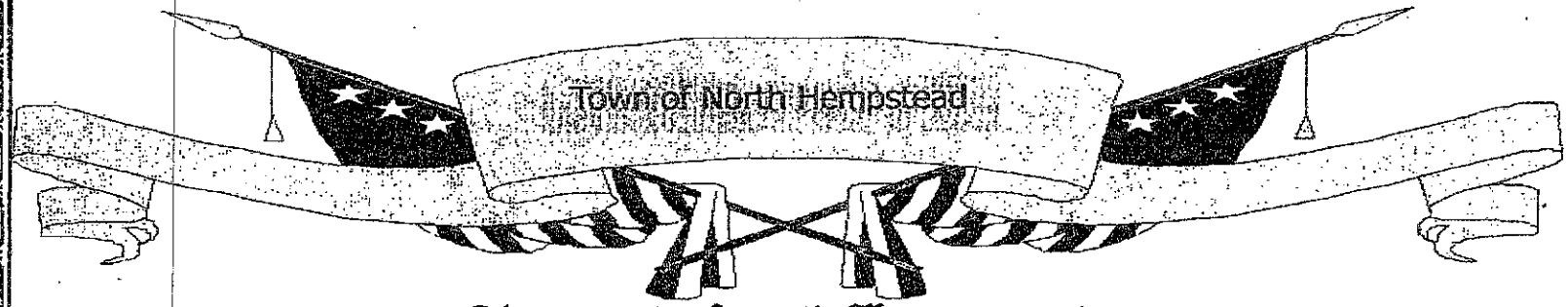
6

NAME OF LICENSE OWNER			
Chester's Towing & Recovery			
STREET ADDRESS			
8 Beechwood Avenue			
POST OFFICE		STATE	ZIP CODE
Port Washington		NY	11050
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	20-23		6/30/2015

TOWN CLERK

TCA TO-4C (5/10)

08/13/2014 01:26



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Hehn's Towing & Recovery, Inc.

Office/Terminal Located : 4 Beechwood Avenue , Port Washington, NY 11050

Storage Facility Located: 4 Beechwood Avenue , Port Washington, NY 11050

License No: Hehn

Expires: June 30, 2015

Issued By: AMA

6/30/2014

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK

By Direction of:

Wayne H. Wink Jr., Town Clerk

#6375 P.001/002

OFFICE OF THE TOWN CLERK
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550
NASRIN G. AHMAD
TOWN CLERK

DATE June 30, 2014 RECEIPT NO. 201419793

RECEIVED FROM Nicholas E. Stein

FOR 1 Tow Car Driver License-Current

ID/Control #: 0157

TOTAL PAID $20.00

METHOD OF PAYMENT Cash

SENT TO

* RENEWAL 2014/2015

EP

OFFICE OF THE TOWN CLERK
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550
NASRIN G. AHMAD
TOWN CLERK

DATE June 27, 2014 RECEIPT NO. 201419472

RECEIVED FROM A1 Grand Auto Body & Towing

FOR 1 TCO-UT-Renewal-1st veh + 1 add veh

ID/Control #: APP'L 102

TOTAL PAID $200.00

METHOD OF PAYMENT Check

SENT TO

Medallion Issued: 154-155

OFFICE OF THE TOWN CLERK

1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550

NASRIN G. AHMAD

TOWN CLERK

DATE June 30, 2014 RECEIPT NO. 201419790

RECEIVED FROM Brian R. Sherwood

FOR 1 Tow Car Driver License-Current

ID/Control #: 0158

TOTAL PAID $20.00

METHOD OF PAYMENT Cash

SENT TO

* RENEWAL 2014/2015

EP

INC. VILLAGE OF MINEOLA

155 Washington Avenue, Mineola, N.Y. 11501

License To Do Business

License No. 12129

A License, pursuant to Article II of the Village Law granted to: Al Grand Auto Body, Inc.

~~Name~~ FOR: Tow Car Licenses #2 & 3 + Driver #3

Company: Al Grand Auto Body Inc.

Date from: 3/3/14 Date to: 1/31/15

Fee: $ 185-00 Dated: 3-3-14

Approved by: Joseph Scalza

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

Issued for the Village of Mineola

Fee Paid $10.00

License No. 3

By ..... Village Clerk

Description of Vehicle

Make FORD

Year 2008

Model WRECKER

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 2

Fee Paid $125.00

Date Issued 3/3/14

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By Joseph R Scalera

NOT TRANSFERABLE

Description of Vehicle

Make FORD

Year 2008

Model FLAT BED

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY ~~PARK, NY~~

License No. 3

Fee Paid $50.00

Date Issued 3/3/14

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By [signature]

NOT TRANSFERABLE

Permit No. 2014-027

Village Permit

This Is Evidence That:

A 1 GRAND AUTO BODY
105 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

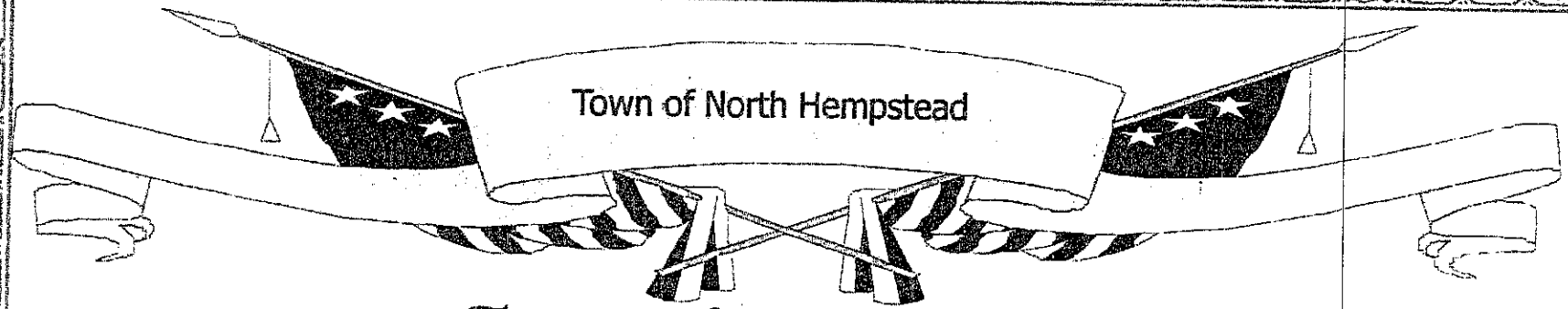
Has Applied for and Has Been Granted a Permit by the

Inc. Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company.
This Permit Is Non Transferable. All Required Fees Have Been Paid.
This Permit Expires on January 31, 2015.

2-6-14
Issue Date

Issuing Officer



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Grand Auto Body Inc.

Office/Terminal Located : 98 Denton Ave , Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave , Garden City Park, NY 11040

License No: Hogan

Expires: June 30, 2015

Issued By: AMA

6/30/2014

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

OFFICE OF PURCHASING
COUNTY OF NASSAU – STATE OF NEW YORK
1 West Street - Mineola, N.Y. 11501

METROPOLITAN Data — INVITATION TO BID:
Attn: John Friedferig — BIDS WILL BE ACCEPTED UNTIL 2:00 PM ON October 23, 2014
REQUISITION NUMBER: RQCC14000093 Page 1 of 1

Prices submitted under this bid to be firm for a period of 90 days from the date of the bid. All bids must be F.O.B. Destination and include delivery within doors unless otherwise noted

Buyer: **Timothy Funaro**
Tel: (516) 571- 7720
Fax(516) 571-4263
E-mail tfunaro@nassaucountyny.gov

BIDDER FEDERAL TAX IDENTIFICATION NUMBER: _____

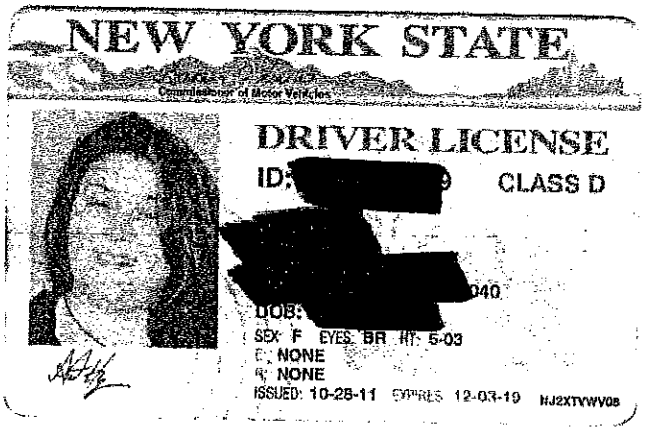
Item #	Qty.	Unit	Description	Unit Price	Total Price
1	10	Boxes	ID STOCK CARDS #CDPVCCR8030WH (WHITE) ITEM #CR8030 WHITE QUANTITY BEING ORDERED IS 10 BOXES AT 500 PER BOX FOR A TOTAL OF 5000 CARDS	$ 35.00	$ 350.00
2	50	Rolls	ID LAMENATE POLYGUARD 1 MIL/CLEAR ITEM NUMBER 81789	$ 53.75	$ 2,687.50

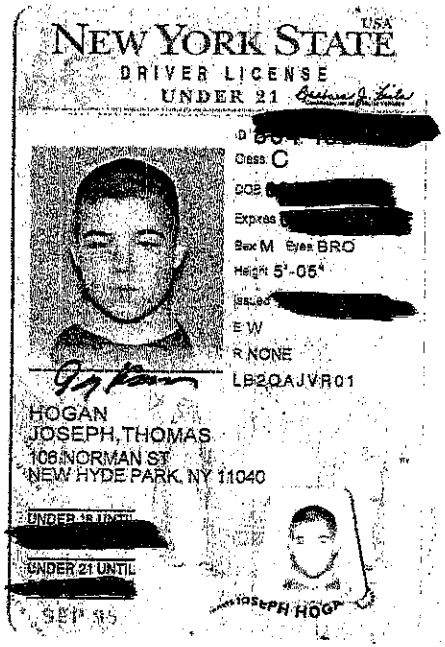
ALL ITEM NUMBERS LISTED ARE IDENTIFICATION DATA & IMAGING NUMBERS BIDDERS CAN BID TO SPECIFICATIONS OR EQUAL

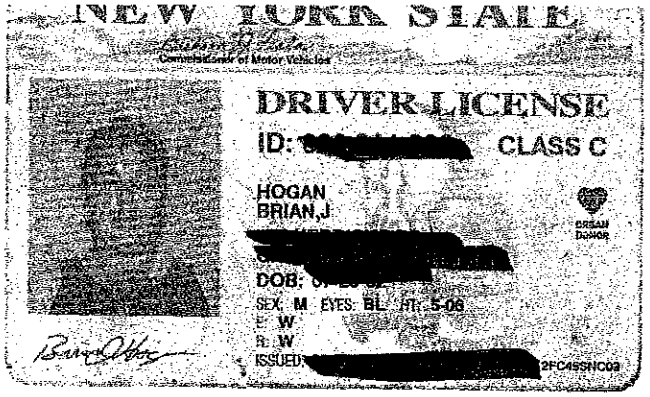
Ship to : Nassau County Correctional Center 100 Carman Ave. East Meadow, N.Y. 11554

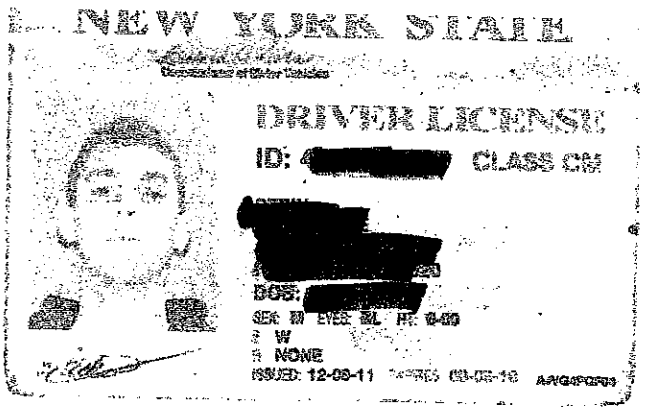
Prices Based on our NYS Contract PT63105

Manufacture Fargo & PVC — Your Phone Number 516 586-5520x108
Terms: Net 30 — Delivery Date: 10 DAYS — Include shipping charges if any F.O.B. No Charge
Signature & Title Jonathan Friedferig VP — Date Signed 10/21/14
Print Name: Jonathan Friedferig V.P. of Service
jfriedferig@mds-Ltd.com — FAX 516 586-5526


NEW YORK STATE
Commissioner of Motor Vehicles
DRIVER LICENSE
ID: [redacted] CLASS D
[redacted]
DOB: [redacted]
SEX: F EYES: BR HT: 5-03
[redacted]: NONE
[redacted]: NONE
ISSUED: 10-28-11 EXPIRES: 12-03-19 NJ2XTVWV08


NEW YORK STATE
USA
DRIVER LICENSE
UNDER 21
Class C
Sex M Eyes BRO
Height 5'-05"
E W
R NONE
LB2QAJVR01
HOGAN
JOSEPH,THOMAS
106 NORMAN ST
NEW HYDE PARK, NY 11040
UNDER 21 UNTIL
SEP 15
JOSEPH HOGA


NEW YORK STATE
Commissioner of Motor Vehicles
DRIVER LICENSE
ID: [redacted] CLASS C
HOGAN
BRIAN,J
[redacted]
DOB: [redacted]
SEX: M EYES: BL HT: 5-08
E: W
R: W
ISSUED: [redacted]
2FC455NC03


NEW YORK STATE

DRIVER LICENSE

ID: [redacted] CLASS CM

[redacted]

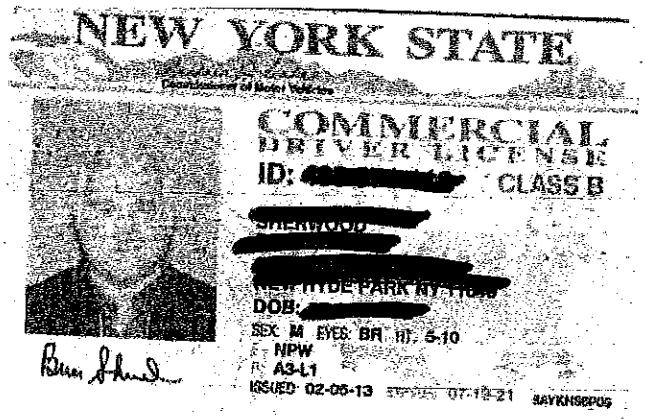
DOB: [redacted]

SEX M EYES BL HT 5-09

W

NONE

ISSUED: 12-09-11

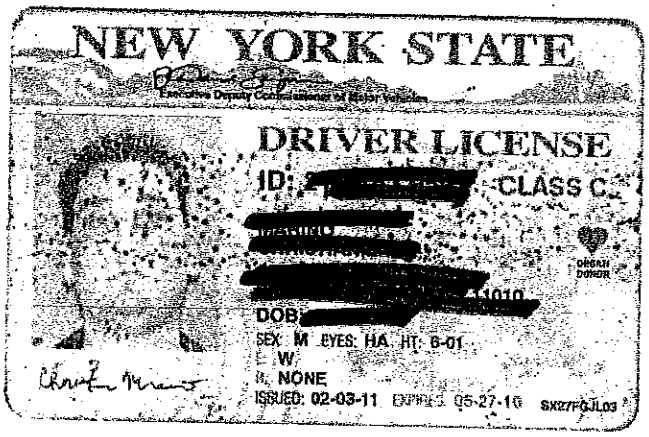


NEW YORK STATE

COMMERCIAL
DRIVER LICENSE
ID: [redacted] CLASS B

[redacted]

DOB: [redacted]
SEX M EYES BR HT 5-10
NPW
A3-L1
ISSUED 02-05-13 07-12-21 [redacted]


NEW YORK STATE

Executive Deputy Commissioner of Motor Vehicles

DRIVER LICENSE

ID: [redacted] CLASS C

[redacted]

ORGAN DONOR

[redacted]1010

DOB: [redacted]

SEX: M EYES: HA HT: 6-01

W

R: NONE

ISSUED: 02-03-11 EXPIRES: 05-27-16 SX27FQJL03

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 300 Park Avenue, L.I., LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 2,000 square foot parking lot near the corner of Herricks Road and Broadway and 3,000 square foot parking lot near the corner of Herricks Road and Park Avenue in Garden City Park (the "Premises") NY 11040 for a total of 5,000.

TERM. The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1,300.00, payable in advance on the first day of each month, for a total lease payment of $15,600.00. Lease payments shall be made to the Landlord at 300 Park Avenue, L.I., Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the

contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $30.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
300 Park Avenue, L.I., LLC
300 Park Ave
Garden City Park, NY 11040

TENANT:
A1 Grand Auto Body
105 Herricks Road
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
300 Park Avenue, L.I., LLC

By: _____ Date: December 18, 2013
Rubin Shur, Member

TENANT:
A1 Grand Auto Body

By: _____ Date: December 18, 2013
Ariel Hogan (President)

_____

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between New York Packaging II LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 10,000 square foot parking lot at the 135 Fulton Ave in Garden City Park (the "Premises") Located at 135 Fulton Ave, Garden City Park, NY 11040

TERM. The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1,600.00, payable in advance on the first day of each month, for a total lease payment of $19,200,00. Lease payments shall be made to the Landlord at 135 Fulton Ave, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation

within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $30.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
New York Packaging II LLC
135 Fulton Ave
Garden City Park, NY 11040

TENANT:
A1 Grand Auto Body
105 Herricks Road
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

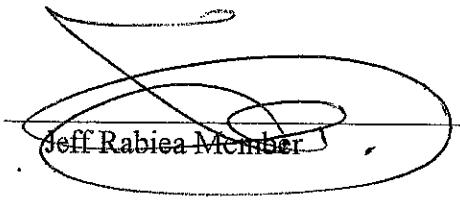
ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
NEW YORK PACKAGING II LLC

By:  Date: December 18, 2013

Jeff Rabiea ~~Member~~

TENANT:
A1 Grand Auto Body

By: Date: December 18, 2013

Ariel Hogan (President)

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 121 Bedell Street Properties ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 5,000 square foot parking garage (the "Premises") 121 Bedell street, Hempstead, NY, 11550

TERM. The lease term will begin on January 1, 2014, and will terminate on December 31, 2025.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $3,000.00, payable in advance on the first day of each month, for a total lease payment of $36,000.00. Lease payments shall be made to the Landlord at 121 Bedell Street Properties LLC, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $30.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
121 Bedell Street Properties
121 Bedell st.
Hempstead NY 11550

TENANT:
A1 Grand Auto Body
105 Herricks Road
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
300 Park Avenue, L.I., LLC

By: _____ Date: December 18, 2013
121 Bedell Street Properties LLC

TENANT:
A1 Grand Auto Body

By: _____ Date: December 18, 2013
Ariel Hogan (President)

_____

LEASE dated 12/1/2011 ,

betwe n Denton Avenue Properties, LLC and Grand Auto Body, Inc

having a place of business at 96 Denton Avenue, Garden City Park, New York 11040 (hereinafter called "Landlord"),

and Denton Avenue Properties, LLC , a New York corporation

having a place of business at 96 Denton Avenue, Garden City Park, NY 11040 Grand A (hereinafter called "Tenant").

WITNESSETH:

1. Demise of Premises, Term and Rent. Landlord does hereby lease and demise to Tenant, and Tenant does hereby hire and take from Landlord, subject to any ground leases and/or underlying leases and/or mortgages as hereinafter provided, and upon and subject to the covenants, agreements, term, provisions and conditions of this Lease for the term hereinafter stated, the portion of the store premises and the portion of the basement each more specifically shown, respectively, hatched and cross-hatched on the plans attached hereto as Exhibits "A" and "B", said demised premises, together with all fixtures, equipment, improvements, installations and appurtenances which at the commencement of or during the term of this Lease are thereto attached (except items not deemed to be included therein and removable by Tenant as provided in Article 4 of this Lease) are hereinafter called the "premises", and the plot of land on which the Building has been constructed is hereinafter called the "Land".

The term of this Lease shall commence on 12-1-2011 (subject to postponement of said specific date as provided in Article 2 hereof) or on such earlier date as Tenant shall occupy the premises or any part thereof with the consent of Landlord for the purpose of carrying on the normal functions of Tenant's business (such date for the commencement of the term hereof being hereinafter called the "term commencement date") and shall end on or shall end on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law.

The premises shall be used for the following, but not for any other purpose, namely:

Landlord agrees that Landlord will not lease any other space in the Building which is subject to Landlord's control to any entity for any primary use which includes any use set forth in the preceding paragraph hereof but nothing contained herein shall preclude Landlord from leasing space where any such use referred to the preceding paragraph hereof is incidental to the primary or main use of the tenant, occupant or user thereof.

The rent reserved under this Lease for the term hereof shall be and consist of the following fixed rent, namely:

(a) for and during the period commencing on 12/1/11 and ending on 11/30/2021 , ($117,600.00) Dollars per annum;
(b) for and during the period commencing on and ending on , ($) Dollars per annum;
(c) for and during the period commencing on and ending on , ($) Dollars per annum;

all such fixed rent being payable in equal monthly installments in advance, on the first day of each and every calendar month during said term (except that Tenant shall pay the monthly installment of fixed rent for the month of 9,800.00 on the execution hereof), plus such additional rent and other charges as shall become due and payable hereunder, which additional rent and other charges shall be payable as hereinafter provided; all to be paid to Landlord at is office, or such other place as Landlord may designate, in lawful money in the Untied States of America. The monthly installments of fixed rent for the month during which the term commencement date occurs and the month during which the term hereof expires shall each be prorated.

In addition to the foregoing, and in further consideration of Landlord entering into this Lease, upon the execution of this Lease, Tenant shall also pay to Landlord the sum of $. If Tenant's check or checks for such sum, or the sum referred to in the immediately preceding paragraph hereof, shall not be honored by the bank upon which it or they are drawn for any reason of any kind or nature whatsoever, this Lease shall be, and shall be deemed to be, without notice, immediately cancelled and terminated and of no further force or effect and Landlord shall have no liability or obligation to Tenant under this Lease.

Provided Tenant shall not at any time be in default of any of the convents, agreements, terms, provisions or conditions of this Lease on its part to be kept, observed and performed, the monthly installments or part thereof of fixed rent payable by Tenant to Landlord for the period commencing on the term commencement date and ending on 11-30-2016 shall be abated; the twelve (12) monthly installments of fixed rent payable by Tenant to Landlord for the period beginning 12/1/11 and ending 11/30/2016 shall each be abated by an amount equal to $9,800.00 ; and, the sixty (60) monthly installments of fixed rent payable by Tenant to Landlord for the period beginning 12-1-2011 and ending 11-30-16 shall each be abated by an amount equal to $.

Tenant does hereby covenant and agree promptly to pay the fixed rent, additional rent and other charges herein

reserved as and when the same shall become due and payable, without demand therefor, and without any set-off or deduction whatsoever, and to keep and perform, and to permit no violation of, each and every of the covenants, agreements, terms provisions and conditions herein contained on the part and on behalf of Tenant to be kept and performed.

For default in payment of additional rent or other sums or charges herein reserved or payable by Tenant, Landlord shall have the same remedies as for a default by Tenant in the payment of fixed rent payable hereunder.

If Tenant shall fail to pay any installment of fixed rent or additional rent or other sums or charges within ten (10) days after the same shall be due then, Tenant shall pay a late charge of $1,000.00 for each $1.00 so unpaid. Nothing herein contained shall be intended to violate any applicable law, code or regulation, and, in all instances, such late charge shall be automatically reduced to any maximum applicable legal rate or charge. Such late charge shall be imposed monthly for each late payment and is in addition to all other rights and remedies available to Landlord and shall not be deemed to limit any such rights or remedies.

Tenants' obligations and responsibilities pursuant to any provision of this Lease, including the payment of any fixed rent or additional rent or the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Lease on Tenant's part to be kept, observed or performed, shall survive the expiration or termination of the term of this Lease.

2. Occupancy.

(a) If the premises are not ready for Tenant's occupancy on the term commencement date, then this Lease shall not be affected thereby but, in such case, such specific date shall be deemed to be postponed until the date when the premises are ready for Tenant's occupancy and Tenant shall not have any claim against Landlord, and Landlord shall have no liability to Tenant, by reason of any such postponement of such specific date. In the event the term commencement date shall be postponed, the expiration date of the term of this Lease set forth in Article 1 hereof shall be extended by the number of days equal to the number of days by which the term commencement date was so postponed and, in addition thereto, each date set forth in clause (a) through and including (c) of said Article 1 shall likewise be extended by said number of days. In the event of the foregoing, Tenant will, at the request of Landlord, enter into an agreement setting forth the term commencement date and all other dates required to be modified by reason of such postponement. The parties hereto agree that this Article 2 constitutes an express provision as to the time at which Landlord shall deliver possession of the premises to Tenant, and Tenant hereby waives any rights to rescind this Lease which Tenant might otherwise have pursuant to Section 223a of the Real Property Law of the State of New York or pursuant to any other law of like import now or hereafter in force.

(b) Tenant understands, and covenants and agrees, that Landlord shall not be required to perform any work or there installations in or to the premises or the Building and Tenant further convents and agrees that the premises are leased to Tenant, and Tenant shall accept the premises, in its "as is" condition existing on the term commencement date; provided, however, Landlord shall deliver the premises to Tenant on the term commencement date vacant and in broom clean condition. Tenant further understands and agrees that Landlord makes no representations as to the condition of the premises or the Building or the suitability thereof for the use permitted hereunder. Landlord agrees that Tenant shall be permitted to use one of the two air conditioning compressors presently being used and designated by Landlord; provided, however, Landlord makes not warranty or representation with respect to the use or condition or suitability or feasibility of any such compressor and Landlord shall have no obligation, responsibility or liability of any kind or nature whatsoever in connection with the compressor so used by Tenant.

(c) Subject to the provisions of this Lease, including, but not limited to, Article 6 hereof, Tenant, at Tenant's sole cost and expense, shall be permitted to install an air conditioning generator in the premises and Landlord will permit necessary duct work therefor to be installed in the portion of the Building presently occupied by Landlord. Upon prior notice to Landlord, Tenant shall be permitted to enter the portion of the Building occupied by Landlord for the purpose of maintaining and servicing said generator provided any such entry shall be accomplished only in the presence of a representative of Landlord and shall not interfere with or affect Landlord or Landlord's use or occupancy of said portion so occupied by Landlord.

(d) Tenant, by entering into occupancy of the premises, shall be conclusively deemed to have agreed that Landlord, up to the time of such occupancy, had performed all of its obligations hereunder and that the premises were in satisfactory condition as of the date of such occupancy. Landlord shall not be responsible for latent defects in the Building or the premises.

(e) Tenant covenants agrees that, subject to the covenants, agreements, terms, provisions and conditions of this Lease including, but not limited to, Article 6 hereof, Tenant, at Tenant's sole cost and expense, shall perform all work and other alterations and installations necessary in order to prepare the premises for Tenant's occupancy for the use permitted hereunder including, but not limited to, the construction of demising walls.

(f) If, by reason of any of the provisions of this Lease, the fixed rent under this Lease shall commence on any day other than the first day of a calendar month, the fixed rent for such calendar month shall be prorated.

(g) A copy of the Certificate of Occupancy covering the Building is attached hereto.

3. Use of Premises. Tenant shall not use the premises or any part thereof, or permit the premises or any part thereof to be used, for any purpose other than the use hereinabove specifically mentioned, subject, however, to all the covenants, agreements, terms, provisions and conditions of this Lease. Those portions, if any, of the premises which on the plan(s) attached hereto are shown as toilets and utility areas shall be used by Tenant only for the purposes for which they are designed. Tenant will not at any time use or occupy the premises or any part thereof, or permit the premises or any part thereof to be used or occupied, in violation of the certificate of occupancy (temporary or final) issued for the Building and/or the premises.

Tenant shall not sue or permit the use of the premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner and Tenant shall not suffer or permit the premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the premises which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the Building as a first-class office building, impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building. Tenant shall not install any electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment, interference, discomfort, inconvenience or annoyance.

Except as set forth in Article 1 hereof, Tenant will not, and will not permit anyone to, sell or traffic in any spirituous liquors, wine, ale or beer in or from the premises or carry on any manufacturing in the premises.

If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on it the premises, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the terms and conditions of each license or permit.

4. Fixtures, etc., Not to be Removed. All fixtures, equipment, improvements, installations and appurtenances attached to, or built into, the premises at the commencement of or during the term hereof, whether or not furnished and installed at the expense of Tenant or by Tenant, shall be and remain part of the premises and be deemed the property of Landlord and shall not be removed by Tenant, except as otherwise expressly provided in this Lease. Without limiting the generality of the next preceding sentence, all electric, plumbing, heating, sprinkler, dumbwaiter, elevator, pneumatic tube, telephone, telegraph, communication, radio and television systems, fixtures and outlets, venetian blinds, partitions, railings, gates, doors, vaults, stairs, paneling (including, but not limited to, display cases and cupboards recessed in paneling), molding, shelving, radiator enclosures, cork rubber, linoleum and composition floors, and ventilating, silencing, air conditioning and cooling equipment shall be deemed to be included in such fixtures, equipment, improvements, installations and appurtenances, whether or not attached to or built into the premises. Anything hereinbefore in this Article 4 contained to the contrary notwithstanding, any fixture, equipment, improvement, installation or appurtenance furnished and installed in any part of the premises (whether or not attached thereto or built therein) at the sole expense of Tenant (and with respect to which no credit or allowance shall have been granted to Tenant by Landlord and which was not furnished and installed in replacement of an item which Tenant would not be entitled to remove in accordance with this Article 4) may be removed from the Building by Tenant prior to the expiration of the term hereof and, if and to the extent requested by Landlord (either prior to or not more than 30 days after such expiration), shall be removed from the Building by Tenant prior to such expiration unless such request is made after such expiration (or is made prior to such expiration and Tenant acting with reasonable promptness is not able to remove same from the Building prior to such expiration), in which event the same shall be removed from the Building by Tenant with reasonable promptness after the receipt of such request. The cost and expense of any such removal and the cost and expense of repairing any such damage to the premises or to the Building arising from such removal shall be paid by Tenant on demand. If any fixtures, equipment, improvement, installation or appurtenances which as aforesaid may or is required to be removed from the Building by Tenant is not removed by Tenant from the Building within the time above specified therefor, then Landlord (in addition to all other rights and remedies to which Landlord may be entitled at any time) may at its election deem that the same has been abandoned by Tenant to Landlord, but not such election shall relieve Tenant of Tenant's obligation to pay the cost and expense of removing the same from the Building or the cost or repairing damage to the premises or to the Building arising from such removal.

All the perimeter wall of the premises, any balconies, terraces or roofs adjacent to the premises, and any space in and/or adjacent to the premises used for shafts, stacks, pipes, vertical conveyors, mail chutes, pneumatic tubes, conduits, ducts, electrical or other utilities, rooms containing elevator or air conditioning machines and equipment, sinks, or other similar or dissimilar Building facilities, and the use thereof, as well as access thereto through the premises for the purposes of such use and the operation, improvement, replacement, addition, repair, maintenance and decoration thereof, are expressly reserved to Landlord.

5. Electric Energy and Water. Tenant, at Tenant's sole cost and expense, shall furnish through the transmission facilities initially installed in the Building, and supply to the premises, alternating electrical energy to be used by Tenant in the premises in such reasonable quantity as may be reasonably required by Tenant for the operation of Tenant's business from the premises.

Tenant covenants and agrees that at all times its use of electrical energy shall not exceed the capacity of existing feeders to the Building or the risers or wiring installations and Tenant may not use any electrical equipment which, in Landlord's sole and exclusive opinion, will overload any such installations or will interfere with the use thereof by other tenants or occupants of the Building or otherwise have a material or adverse effect on electrical energy service to the Building.

Landlord shall in no way be liable for any failure of or defect in the character or supply of electrical energy furnished to the premises except for actual damage suffered by Tenant by reason of any such defect or failure resulting from the willful gross negligence of Landlord.

In order that Landlord may at all times have all necessary information which it requires in order to maintain and protect

its equipment, Tenant agrees that it will not make any alteration or addition to the electrical equipment and/or appliances in the premises without prior written consent of Landlord in each instance.

Tenant shall pay Landlord the cost for all water consumed in the premises and for any required pumping and heating thereof or other charges which may be imposed by the city or other governmental authority or agency thereof based on the quantity of water so used by Tenant and/or the charge therefor.

All meters necessary for the measurement of Tenant's consumption of electrical energy and water in the premises shall be installed, if required, and maintained by Tenant at Tenant's sole cost and expense.

6. Various Covenants. Tenant covenants and agrees that Tenant will:

(a) throughout the term, at Tenant's expense, make all repairs, restoration and replacements in, at and to the premises as and when the same are necessary in order to keep and maintain the premises and the fixtures and appurtenances therein in good order, condition and repair and pay to Landlord the cost of making good any injury, damage or breakage to the Building or the premises (including plate glass).

(b) faithfully observe and comply with the rules and regulations annexed hereto and such additional rules and regulations as Landlord and "Owner" as such term is hereinafter defined hereafter at any time or from time to time may make and may communicate to Tenant, which, in the judgment of Landlord of Owner, shall be necessary or desirable for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building; provided, however, that in the case of any conflict between the provisions of this Lease and any such rules or regulations, the provisions of this Lease shall control, and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease as against any other tenant and, provided further, that Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees, subtenants or licensees.

(c) permit Landlord and any mortgagee of the Building or of the Building and the Land or of the interest of Landlord therein and any lessor under any ground or underlying lease, and their representatives, to enter the premises at all reasonable hours, for the purposes of inspection, or of making repairs, replacements or improvements in or to the premises or the Building or equipment, or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right, during the progress of any such repairs, replacements, or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements, to keep and store within the premises all necessary materials, tools and equipment).

(d) make no claims against Landlord or any lessor under any ground or underlying lease for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of Tenant or of any other person irrespective of the cause of such injury, damage or loss, unless caused by the willful gross negligence of Landlord or Owner in the operation or maintenance of the Building, it being understood and agreed that no property other than such as might normally be brought upon or kept in the premises for the purposes herein specified will be brought upon or kept in the premises.

(e) make no alterations, decorations, installations, repairs, additions, improvements or replacements including, but not limited to, demising walls, in, to or about the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord which approval of contractors and mechanics Landlord agrees will not be unreasonably withheld or delayed. Landlord, as a condition of such consent, may impose such requirements upon Tenant for the furnishing, by Tenant, at Tenant's sole cost and expense, of such insurance as Landlord shall determine necessary, appropriate and desirable including, but not limited to, personal liability, property damage and workers' compensation insurance and Landlord, any mortgagee or any ground or underlying lessor as shall be designated by Landlord shall be named as additional insured under any such insurance. All such alterations, decorations, installations, repairs, additions, improvements or replacements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate. Prior to the commencement of any such alterations, decorations, installations, repairs, additions, improvements or replacements, Tenant shall submit to Landlord, for Landlord's approval, plans and specifications (to be prepared by and at the expense of Tenant) of such proposed alterations, decorations, installations, repairs, additions, improvements or replacements, in detail, satisfactory to Landlord. In no event shall any material or equipment be incorporated in or to the premises in connection with any such alteration, decoration, installation, repair, addition, improvement or replacement which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any conditional sale or other similar or dissimilar title retention agreement. Any mechanic's lien field against the premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within 10 days thereafter, at Tenant's expense, by payment or filing the bond required by law. All alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant shall at all times comply with (1) laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, including without limitation, the American's With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, (2) rules and regulations of Landlord, and (3) plans and specifications prepared by and at the expense of Tenant theretofore submitted to Landlord for Landlord's prior written approval and which Landlord shall have approved. No structural alterations, installations, repairs, additions, improvements, replacements or work or any alterations, installations, repairs, additions, improvements,

replacement or work to any utility system in or serving the Building or the premises shall be undertaken, started or begun by Tenant, its agents, servants or employees, until Landlord has approved such plans and specifications; and no amendments or additions to such plans and specifications shall be made without the prior written approval of Landlord; provided, however, Landlord's review and/or approval of such plans and specifications or amendments or additions thereto shall not constitute a determination or acknowledgement by Landlord that such plans and specifications comply with applicable laws, rules, orders and regulations of governmental authorities. Tenant shall be entitled to make nonstructural alterations to the interior of the premises provided Tenant furnishes Landlord with plans and specifications therefor, including "as built" plans and specifications, and otherwise complies with the provisions of this Lease including this paragraph (e). The construction of demising walls by Tenant shall be subject to the prior written consent of Landlord. If Landlord provides hoist and/or elevator service to Tenant's contractors, such service shall be provided on the same terms and conditions as the same is provided to Landlord's contractors. Tenant agrees that it will not at any time prior to or during the term of this Lease, either directly or indirectly, use any contractors and/or labor and/or materials if the use of such contractors and/or labor and/or materials would or will create any difficulty with other contractors and/or labor engaged by Tenant of Landlord or others in the construction, maintenance and/or operation of the Building or any part thereof.

(f) not violate, or permit the violation of, any condition imposed by the standard fire insurance policy issued for office buildings in the County of Nassau , and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in the premises, which would increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as determined by Landlord.

(g) permit Landlord, at reasonable times, to show the premises to any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Building and/or the Land or of Landlord's interest therein, and their representatives, and during the period of 12 months next preceding the date of expiration of the term hereof with respect to any part of the premises similarly show such part to any person contemplating the leasing of all or a portion of the same.

(h) at the end of the term, quit and surrender to Landlord the premises broom-clean and in good order, condition and repair except for ordinary wear and tear. If the last day of the term of this Lease falls on Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

(i) at any time and from time to time upon not less than 5 days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord, or to anyone Landlord shall designate, a statement of Tenant (or if Tenant is a corporation, an appropriate officer of Tenant) in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and as modified and stating the modifications), and the dates to which the fixed rent, additional rent, and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Building and/or the Land or of Landlord's interest therein.

(j) indemnify, and save harmless, Landlord and any mortgagee and any lessor any under ground or underlying lease, and their respective officers, directors, contractors, agents and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, but not limited to, counsel fees and disbursements incurred in the defense of any action or proceeding), to which they may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of or from any work, installation or thing whatsoever done (other than by Landlord or its contractors or the agents or employees of either) in the premises prior to, during, or subsequent to, the term of this Lease or arising from any condition of the premises due to or resulting from any default by Tenant in the performance of Tenant's obligations under this Lease or from any act, omission or negligence of Tenant or any of Tenant's officers, directors, agents, contractors, servants, employees, subtenants, licensees or invitees.

7. Assignment, Mortgaging, Subletting, etc.

(a) Tenant covenants and agrees, for Tenant and its successors, assigns and legal representatives, that neither this Lease nor the term and estate hereby granted, nor any part hereof of thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), and that neither the premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Tenant, or will be used or occupied, or permitted to be used or occupied, or utilized for desk space or for mailing privileges or as a concession, by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, or will be sublet, without the prior written consent of Landlord in every case and any attempt thereat shall be void any of no force or effect. For the purposes of this Lease, (i) the transfer or transferee or sale or sales (in either one or a series of transactions) of fifty (50%) percent or more of the capital stock of Tenant, if Tenant is a corporation or fifty (50%) percent or more of the ownership interests of Tenant, if Tenant is a partnership or (ii) a merger or consolidation of Tenant into or with an other corporation or business entity shall, in each instance referred to in the preceding clauses (i) and (ii), be deemed to be an assignment of this Lease requiring the prior written consent of Landlord as herein set forth.

If this Lease be assigned or if the premises or any part thereof by sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or any of Tenant's covenants contained in this Article 7 or elsewhere in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant as sub-lessor or assignor from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions of this Lease on the part of the tenant hereunder to be kept, performed or observed. Tenant's liability under this Lease, in the event of an assignment, shall not at any time be released, relieved or discharged by reason of Landlord's consent to such assignment nor shall Tenant at any time be released, relieved or discharged of any such obligations of the parties to this Lease or by any stipulation extending any time for performance hereunder or Landlord's waiver of performance of any obligation hereunder or Landlord's failure to enforce any obligation set forth in this Lease. If this Lease be assigned or if all or any portion of the premises be sublet, the assignee or subtenant, as the case may be, shall have no right, and shall not be entitled, to exercise any option contained in this Lease which may be exercised by Tenant.

(b) Notwithstanding anything to the contrary contained in this Article 7, and so long as Tenant is not in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed, Tenant may, in connection with (i) the sale of all of the capital stock of Tenant, if Tenant is a corporation, or of all of the ownership interests of Tenant, if Tenant is a partnership, or (ii) a merger or consolidation of Tenant into or with any other corporation or business entity or (iii) the sale of all or substantially all of the assets of Tenant, assign this Lease, with Landlord's prior written consent which shall not be unreasonably withheld or delayed, provided that:

(c) Tenant shall furnish Landlord with the name and business address of the proposed assignee, a counterpart of the proposed assignment agreement, and satisfactory information with respect to the nature and character of the business of the proposed assignee together with current financial information of the proposed assigned certified by a certified public accountant and references, including banking references, satisfactory to Landlord;

(d) in the judgment of Landlord, the proposed assignee is financially responsible with respect to its proposed obligations under the proposed assignment agreement and is of a character and reputation, and engaged in a business, which is in keeping with the standards of the Building;

(e) the premises shall be used only for the purpose set forth in Article 1 hereof;

(f) an executed duplicate original, in form satisfactory to Landlord for review by Landlord's counsel, of such assignment agreement shall be delivered to Landlord at least thirty (30) days prior to the effective date thereof. Tenant will also deliver to Landlord, at least thirty (30) days prior to the effective date thereof, an assumption agreement in form satisfactory to Landlord wherein the assignee agrees to assume all of the covenants, agreements, terms, provisions and conditions of this Lease to be kept, observed and performed by Tenant hereunder and which provides that Tenant named herein and such assignee shall, after the effective date of such assignment, be jointly and severally liable for the performance of all of the convents, agreements, terms, provisions and conditions of this Lease;

(g) each assignment shall be subject and subordinate to all of the covenants, agreements, terms, provisions and conditions of this Lease and the "Prime Lease" as such term is hereinafter defined; and

(h) Assignee shall deposit with Landlord an amount equal to 9,800.00 months of the fixed rent then in effect; and

(i) Tenant covenants and agrees that, notwithstanding any assignment and/or the acceptance of rent or additional rent by Landlord from any assignee, Tenant shall and will remain fully liable for the payment of the rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease and Guaranty on the part of Tenant to be kept, observed and performed, ("Obligation") provided, however, that if Tenant shall timely have complied with all of the conditions set forth in this Article 7 and Landlord has approved (in writing) the proposed assignee, Tenant shall be released from said Obligations, effective upon the effective date of the assignment of this Lease.

The listing of any name other than that of Tenant, whether on the doors of the premises, on the Building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the premises or to be deemed to be the written consent of Landlord mentioned in this Article 7, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

8. Changes or Alterations by Landlord. Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the premises) and the fixtures and equipment thereof, as well as in the street entrances, halls, passages, tunnels, elevators, escalators, stairways and other parts thereof, and to erect, maintain and use pipes, ducts and conduits in and through the premises, all as Landlord may deem necessary, appropriate or desirable; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises. Nothing contained in this Article 8 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement or complying with any law, order or requirement or any governmental or other authority. Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time. Neither this Lease nor any use by Tenant shall give Tenant any right or easement to the use of any door or any passage or any tunnel or any concourse or any plaza connecting the Building

with any other building or to any public convenience, and the use of such doors, passages, tunnels, concourses and Plazas and of such conveniences may without notice to Tenant be regulated or discontinued at any time and from time to time by Landlord without Landlord incurring any liability to Tenant therefor and without affecting the obligations of Tenant under this Lease.

If at any time any windows of the premises are darkened or obstructed incident to or by reason of repairs, replacements, maintenance and/or cleaning in, on, to or about the Building or any part or parts thereof or otherwise or are temporarily or permanently closed, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction.

There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the premises, or in or to fixtures, appurtenances or equipment thereof, and no liability upon Landlord for failure of Landlord or others to make any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the premises, or in or to the premises, or in or to the fixtures appurtenances or equipment thereof.

9. Damage by Fire, etc. If any part of the premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord and Landlord shall proceed with reasonable diligence subsequent to the collection by Landlord of insurance proceeds, and in a manner consistent with the provisions of any underlying lease and any underlying mortgage, to repair such damage, and if any part of the premises shall be rendered untenantable by reason of such damage, the annual fixed rent payable hereunder, to the extent that such fixed rent relates to such part of the premises and such abatement is in excess of the annual rate of any other existing abatement of fixed rent relating thereto under any other covenant, agreement, term, provision or condition of this Lease, shall be abated for the period from the date of such damage to the date when such part of the premises shall have been made tenantable or to such earlier date upon which the full term of this Lease with respect to such part of the premises shall expire or terminate, unless such fire or other casualty shall have resulted from the negligence of Tenant or the employees, licensees or invitees of Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. Tenant understands that Landlord will not carry insurance of any kind on Tenant's property, to wit, Tenant's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by Tenant as provided in this Lease, and that the Landlord shall not be obligated to repair any damage thereto or replace the same.

If substantial alteration or reconstruction of the Building shall, in the opinion of Landlord, be required as a result of damage by fire or other casualty (whether or not the premises shall have been damaged by such fire or other casualty), then this Lease and the term and estate hereby granted may be terminated by Landlord giving to Tenant within 90 days after the date of such damage written notice specifying a date, not less than 30 days after the giving of such notice, for such termination. In the event of the giving of such notice of termination, this Lease and the term and estate hereby granted shall expire as of the date specified therefor in such notice with the same effect s if such date were the date hereinbefore specified for the expiration of the full term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date of termination, subject to abatement, if any, as and to the extent above provided. In the event Landlord shall not give such notice of termination, Tenant's obligation to pay all rent and additional rent due and to become hereunder shall continue for so long as Tenant's rent insurance policy (as required under Article 10(b) below) shall be in effect or for the period of nine (9) months from the date of such damage, whichever is longer.

Notwithstanding anything to the contrary contained herein, if at the time of the damage or destruction the premises shall in the Tenant's opinion reasonably exercised be prospectively untenantable for 12 months or more, Tenant shall have the right, within 10 days after date of damage, to elect to cancel the Lease by giving written notice to Landlord, which notice shall specify the date of cancellation not earlier than 30 days following the giving of such notice. Such cancellation shall otherwise be of no effect upon the covenants and agreements of this Lease to be kept and observed by the Tenant, and Tenant shall not be released or relieved of any liability or obligation theretofore accrued or incurred or outstanding or unsatisfied as of the date of such cancellation.

Each party agrees to endeavor to have included in each of its insurance policies (insuring the Building and Landlord's property therein, in the case of Landlord, and insuring Tenant's Property in the premises, in the case of Tenant, against loss, damage of destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party and against all other tenants in the Building, or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable (i) without additional charge, or (ii) at all, then the insured party shall so notify the other party promptly after learning thereof. In case such waiver, agreement, or permission can be obtained at additional charge, if the party so notified shall so elect and shall pay the insurer's charge therefor, such waiver, agreement or permission shall be included in the policy.

Each party hereby releases the other party, and Tenant hereby releases all other tenants in the Building, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party (or, in the case of Tenant, against all such other tenants) for loss, damages with respect to its property occurring during the term of this Lease to the extent

to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding paragraph. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property, the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration or payment, then, provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor, or shall be made available to the second party to pay for replacement, repair of restoration, as the case may be. Nothing contained in this paragraph shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

10. Insurance. Tenant, at its own expense, shall maintain, for the benefit of Landlord and Tenant and any mortgagee and any lessor under any ground or underlying lease:

(a) insurance covering the premises and equipment therein against loss or damage by fire and such risks as are customarily included in extended coverage endorsements attached to fire insurance policies covering comparable property in the vicinity of the premises including vandalism and malicious mischief, war risk (when obtainable), atomic bomb (when obtainable), in an amount sufficient to prevent the assured from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full replacement value thereof, or the amount required under any mortgage to which this Lease is subject, whichever is greater,

(b) rent insurance in an amount equal to the fixed net rent and additional rent payable under this Lease for as long as a period as Tenant is able to secure not to exceed one year, and

(c) if required by Landlord or any mortgagee, such other or additional insurance in such amounts against other insurable hazards (including but not limited to war risk insurance when obtainable) as Landlord or such mortgagee shall determine.

The term "full replacement value", as use herein shall mean the cost of actual replacement (excluding foundation and excavation costs and cost of underground flues, pipes or drains) without provision for physical depreciation, and said "full replacement value" shall be determined from time to time, at Landlord's request, but at Tenant's expense, not more frequently than once every two years, by an appraiser for any of insurance companies issuing the policies referred to in subdivisions (a) or (c) hereinabove set forth. Insurance in the amount set forth in subdivision (a) shall be carried if same is issued regularly for comparable buildings by licensed insurance companies in New York State and, if same is not so regularly issued, Tenant shall obtain the closest type of protective insurance then available or, at Landlord's sole election, Landlord may obtain such "full replacement value" coverage and Tenant shall pay any additional premium therefor.

Tenant shall not carry any separate insurance of the same character required by this Article unless Landlord and any mortgagee and any lessor under any ground or underlying lease shall be named as assureds with loss payable as interest may appear. However, Tenant may carry insurance, solely for its own account and benefit, insuring against loss of all or part of its leasehold estate hereunder.

Tenant, at its own expense, shall maintain for the mutual benefit of Landlord, Tenant, Owner and any mortgagee and any lessor under any ground or underlying lease, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the premises and any adjoining sidewalk, curb or vault (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) with such limits as Landlord from time to time may require for bodily injury or death to any one person and for bodily injury or death to any number of persons arising out of one accident and for property damage.

Tenant at its own expense, shall also maintain for the mutual benefit of Landlord, Tenant and any mortgagee and any lessor under any ground or underlying lease, single limit coverage of 1,000,000.00 ($) Dollars for bodily injury or death to any one person or any number of persons arising out of one accident and for property damage as of the date hereof.

The insurance required under this Article shall be effected by valid and enforceable policies issued by insurance companies licensed to do business in the State of New York and approved in writing by Landlord and shall set forth the indemnity referred to in paragraph (j) of Article 6 hereof. Any insurance policy or policies under this Article shall cover only the premises and not any other properties owned, operated or leased by Tenant.

At the commencement of the term of this Lease and thereafter, not less than thirty (30) days prior to the expiration date or the expiring policies theretofore furnished pursuant to this Article, originals of such policies or renewal policies, as the case may be, shall be delivered by Tenant to Landlord with proof of payment of premium thereof. However, if the premium under any policy is payable in installments, Tenant shall furnish, simultaneously with the delivery of the policy, proof of payment of the current installment, and thereafter Tenant shall furnish to Landlord proof of payment of each subsequent installment within five (5) days after it becomes due. If the premiums are covered by a mortgage to which this Lease is subject, originals of the policies for the insurance required hereunder shall be delivered to the mortgagee, and, if obtainable, duplicates thereof, and if not obtainable, certificates thereof shall be delivered to Landlord.

All policies of insurance required under this Article shall name Landlord, Tenant and any mortgagee and any lessor under any ground or underlying lease, as the assureds, as their respective interests may appear, and the policies for the insurance required under subdivisions (a) and (c) hereinabove set forth also shall be payable, under a standard mortgagee clause, without contribution, to the holder of any mortgage covering the premises. Each policy of insurance required under this Article, to the extent obtainable, shall contain an agreement by the insurer that it will not be cancelled without at least thirty (30) days' prior written notice to Landlord and the insured holder of any mortgage covering the premises and that no act or omission of any insured party (including mortgagees) named therein shall serve to invalidate, cancel or release or relieve the insurer thereunder from any liability which it may have to any other insured party so named. If such agreement cannot be obtained with respect to any policy, Tenant shall notify Landlord, in writing, to such effect and Tenant shall accept an insurer named by Landlord who will consent to include such agreement in like policy provided that the inclusion thereof does not require Tenant to pay any substantial additional premium.

The loss, if any, under policies provided for herein (other than a loss under the insurance required by subdivision (b) which shall be adjusted by and paid to Landlord) shall be adjusted by and paid to Landlord or any mortgagee. All insurance policies, to the extent reasonably obtainable, shall provide that the loss, if any thereunder, shall be adjusted and paid as provided in this Article.

11. Condemnation. In the event that the whole of the premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease, and the term and estate hereby granted, shall forthwith cease and terminate as of the date of vesting of title. In the event that only a part of the premises shall be so condemned or taken, then, effective as of the date of vesting of title, the fixed rent hereunder shall be abated in an amount thereof apportioned accordingly to the area of the premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, then (a) Landlord (whether or not the premises be affected) may, at Landlord's option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within 60 days following the date on which Landlord shall have received notice of vesting of title, or (b) if such condemnation or taking shall be of a substantial part of the premises, Tenant may, at Tenant's option, by delivery of notice in writing to Landlord within 60 days following the date on which Tenant shall have received notice of vesting of title, terminate this Lease and the term and estate hereby granted as of the date of vesting of title; provided, however, if neither Landlord nor Tenant elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the fixed rent payable hereunder shall be abated to the extent, if any, hereinbefore provided in this Article 11. In the event that only a part of the premises shall be so condemned or taken and this Lease and the term and estate hereby granted are not terminated as herein before provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

In the event of their termination in any of the cases hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date.

In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award.

It is expressly understood and agreed that the provisions of this Article 11 shall not be applicable to any condemnation or taking for governmental occupancy for a limited period.

12. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force, applicable to the premises or any part thereof or to Tenant's use thereof (including, without limitation, the Americans With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto), except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule, order or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the instance of, Tenant, or is attributable, directly or indirectly, to the use or manner of use to which Tenant puts the premises, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. Where any structural alteration of or in connection with the premises is required by any such law, ordinance, rule, order or regulation, and, by reason of the express exception hereinabove contained, Tenant is not under any obligation to make such alteration, then Landlord shall have the option of making such alteration and paying the cost thereof, or of terminating this Lease and the term and estate hereby granted by giving to Tenant not less than 30 days' prior written notice of such termination; provided, however, that if within 15 days after the giving by Landlord of its notice of termination as aforesaid, Tenant shall give written notice to Landlord stating that Tenant elects to make such alteration at the expense of Tenant, then such notice of termination shall be ineffective provided that Tenant, at Tenant's expense, shall, concurrently with the giving of such notice to Landlord, execute and deliver to Landlord Tenant's written undertaking, with a surety and in form and substance satisfactory to Landlord, obligating Tenant to promptly and duly make such alteration in a manner satisfactory to Landlord and to save Landlord harmless from any

and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof; and Tenant covenants and agrees that, after so electing to make any such alteration, Tenant will, at Tenant's expense, and in compliance with all the covenants, agreements, terms, provisions and conditions of this Lease, including, but not limited to, subparagraph (e) of Article 6 hereof, make such alteration and Tenant, at Tenant's expense, will promptly and duly perform all covenants, conditions and provisions of such undertaking and that all such covenants, conditions, and provisions of such undertaking shall be deemed to constitute covenants, condition and provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

In the event that a notice of termination shall be given by the Landlord under the provisions of this Article 12 and such notice shall not become ineffective as hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date specified therefor in such notice with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date of termination.

13. Accidents to Plumbing and Other Systems. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Building's plumbing, electrical, heating, air conditioning or other similar or dissimilar system serving, located in, or passing through, the premises and the damage or defective condition shall be remedied by Landlord with reasonable diligence, but if such damage or defective condition was caused by, or resulted from the use or manner of use by, Tenant or by the employees, licensees or invitees of Tenant, the cost of the remedy thereof shall be paid by Tenant as additional rent promptly upon receipt of Landlord's bill therefor. Tenant shall not be entitled to claim any damage arising from any such damage or defective condition unless the same shall have been caused by the willful gross negligence of Landlord in the operation or maintenance of the Building and the same shall not have been remedied by Landlord with reasonable diligence after written notice thereof from Tenant to Landlord; nor shall Tenant be entitled to claim any eviction by reason of any such damage or defective condition.

14. Subordination. (a) This Lease is subject and subordinate in all respects to all ground leases and/or underlying leases now or hereafter covering the real property of which the premises form a part and to all mortgages which may now or hereafter be placed on or affect such leases and/or real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, additions, modifications, consolidations, replacements, spreaders and extensions thereof and all substitutions of and for such ground leases and/or underlying leases and/or mortgages. This subparagraph (a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any certificate that Landlord and/or mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request. Tenant hereby constitutes and appoints Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of Tenant.

(b) Without limitation of any of the provisions of this Lease, if at any time during the term of this Lease, Landlord shall be the holder of a leasehold estate covering the real property of which the premises form a part, and if such leasehold estate shall terminate or be terminated for any reason, Tenant agrees, at the election and upon demand of any owner of the real property of which the premises form a part, or of any mortgagee in possession thereof, or of any holder of a leasehold hereafter affecting the real property of which the premises form a part, to attorn, from time to time, to any such owner, mortgagee or holder, upon the terms and conditions set forth herein for the remainder of the term demised in this Lease. The foregoing provisions shall inure to the benefit of any such owner, mortgagee or holder, shall apply to the tenancy of Tenant notwithstanding that this Lease may terminate upon the termination of any such leasehold estate, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to said provisions. Tenant, however, upon demand of any such owner, mortgagee or holder, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfy to such owner, mortgagee or holder, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth herein and shall apply for the remainder of the term originally demised in this Lease. Nothing contained in this subparagraph (b) shall be construed to impair any right, privilege or option of any such owner, mortgagee or holder.

(c) The term "mortgage(s)" as used in this Lease shall include any mortgage or any deed of trust. The term "mortgagee(s)" as used in this Lease shall include any mortgagee or any trustee under a deed of trust. The term "mortgagor(s)" as used in this Lease shall include any mortgagor or any grantor under a deed of trust.

15. Notices. Any notice, consent, approval, request, bill, demand or statement hereunder by either party to the other party shall be in writing and shall be deemed to have been duly given when mailed if sent by registered or certified mail. return receipt requested addressed to such other party, which address for Landlord shall be777 Old Country Rd, Plainview and for Tenant shall be the premises (or Tenant's address as hereinbefore set forth if mailed prior to Tenant's occupancy of the premises), or if the address of such other party for such notices, consents, approvals, requests, bills, demands or statements shall have been duly changed as hereinafter provided, if mailed, as aforesaid, to such other party at such changed address. Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the

term "Tenant" as used in this Lease refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. Notwithstanding the foregoing, bills and statements by Landlord to Tenant for fixed rent, additional rent or other sums or charges payable by Tenant to Landlord may be delivered personally or sent by regular mail.

16. Conditions of Limitation. This Lease and the term and estate hereby granted are subject to the limitation that:

(a) in case Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant and such involuntary petition is not dismissed within 60 days after the filing thereof,

(b) in case a petition is filed by or against Tenant under the Reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, unless such petitioner under said Reorganization provisions be one filed against Tenant which is dismissed within 60 days after its filing,

(c) in case Tenant shall file a petition under the Arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import,

(d) in case a permanent receiver, trustee or liquidator shall be appointed for Tenant or of or for the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged within 60 days from the date of his appointment,

(e) in case Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the same becomes due,

(f) in case Tenant shall default in the due keeping, observing or performance of any covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed (other than a default of the character referred to in subparagraph (e) of this Article 16), and if such default shall continue and shall not be remedied by Tenant within 10 days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of such a default which for causes beyond Tenant's control cannot with due diligence be cured within said period of 10 days, if Tenant (i) shall not, promptly upon the giving of such notice, advise Landlord in writing of Tenant's intention to duly institute all steps necessary to remedy such default, (ii) shall not duly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, or (iii) shall not remedy the same within a reasonable time after the date of the giving of said notice by Landlord,

(g) in case any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon, or pass to, any person, firm, association or corporation other than Tenant except as expressly permitted under Article 7 hereof, or whenever Tenant shall desert or abandon the premises or the same shall become vacant (whether the keys are surrendered or not an whether the rent be paid or not), or

(h) in case any other lease held by Tenant from Landlord shall expire and terminate (whether or not the term thereof shall then have commenced) as a result of the default of Tenant thereunder or of the occurrence of an event as therein provided (other than by expiration of the fixed term thereof or pursuant to a cancellation or termination option therein contained), then in any of said cases Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of 3 days from the date of the giving of such notice, and, in the event that such notice is given, this Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) shall expire and terminate upon the expiration of said 3 days with the same effect as if that day were the date hereinbefore set for the expiration of the term of this Lease, but Tenant shall remain liable for damages as provided in Article 18 hereof. If the term "Tenant", as used in this Lease, refers to more than one person, then, as used in subparagraphs (a), (b), (c), (d) and (h) of this Article 16, said term shall be deemed to include all of such persons or any one of them,; if any of the obligations of Tenant under this Lease is guaranteed, the term "Tenant", as used in said subparagraphs, shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one of them; and if this Lease shall have been assigned, the term "Tenant", as used in said subparagraphs, shall be deemed to include the assignee and the assignor or either of them under any such assignment unless Landlord shall, in connection with such assignment, release the assignor from any further liability under this Lease, in which event the term "Tenant", as used in said paragraph, shall not include the assignor so released.

17. Re-Entry by Landlord. If Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the sum becomes due, or if this Lease shall expire as in Article 16 hereof provided, Landlord of Landlord's agents and servants may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossess proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event of any termination of this Lease under the provisions of Article 16 hereof or in the event that Landlord shall re-enter the premises under the provisions of this Article 17 or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossess or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the fixed rent, additional rent and any other sum or charge payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 18 hereof.

In the event of a breach of threatened breach on the part of the Tenant with respect to any of the covenants,

agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

In the event of (a) the termination of this Lease under the provisions of Article 16 hereof, (b) the re-entry of the premises by Landlord under the provisions of this Article 17, or (c) the termination of this Lease (or re-entry) by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any fixed rent, additional rent or any other sum or charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Article 18 hereof or pursuant to law.

18. Damages. In the event of any termination of this Lease under the provisions of Article 16 hereof or in the event that Landlord shall re-enter the premises under the provisions of Article 17 hereof or in the event of the termination of this Lease (or of re-entry by or under any summary dispossess or other proceeding or action or any provision of law), Tenant will pay to Landlord as damages, at the election of Landlord, either:

(a) a sum at which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the then value of the excess, if any, of (1) the aggregate of the fixed rent and the additional rent under Article 24 hereof which would have been paid hereunder by Tenant had this Lease not so terminated, for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the date hereinbefore set for the expiration of the full term granted, over (2) the aggregate rental value of the premises for the same period, or

(b) sums equal to the aggregate of the fixed rent and the additional rent under Article 24 hereof (if any) which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the date hereinbefore set for the expiration of the full term hereby granted; provided, however, that if Landlord (Landlord, however, not being obligated to do so) shall re-let all or any part of the premises for all or any part of said period, Landlord shall credit Tenant with the net rents actually received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses, including attorneys fees, incurred or paid by Landlord in terminating this Lease and/or of re-entering the premises and of securing possession thereof, as well as the expenses of re-letting, including altering and preparing the premises for new tenants, brokers' commission, attorneys' fees and all other similar or dissimilar expenses properly chargeable against the premises and the rental therefrom in connection with such re-letting, it being understood that any such re-letting may be for a period equal to, less than or longer than the remaining term of this Lease; provided, further, that (i) in no event shall Tenant be entitled to receive any excess or such net rents over the sums payable by Tenant to Landlord hereunder, (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this subparagraph (b) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, and (iii) if the premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

For the purposes of subparagraph (a) of this Article 18, the amount of additional rent which would have been payable by Tenant under Article 24 hereof shall be deemed to be an amount equal to the amount of such additional rent payable by Tenant for the applicable period ending immediately preceding such termination of this Lease or such re-entry. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of Article 16 hereof, or under any provision of law, or had the Landlord not re-entered the premises.

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

19. Waiver by Tenant. Tenant, for Tenant, and on behalf of any and all persons, firms corporations and associations claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of an eviction or dispossess of a tenant for non-payment of rent, and of any other law of like import now or hereafter in effect. It is further mutually agreed that in the event Landlord commences any summary proceeding, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

20. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that, except in the case of any action, proceeding or counterclaim brought by either of the parties against the other for personal injury or property damage, the respective parties hereto shall, and they hereby do, waive trial by jury in any action, arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy.

21. Cleaning, Heating, Air Conditioning, Services, Etc. Tenant understands, and covenants and agrees, that Landlord shall not be obligated to furnish any heating, air conditioning or other services, utility or otherwise, of any kind or nature whatsoever, in and to the premises or the Building and all such services shall be furnished by Tenant, at its sole cost and expense, and subject to the approval of Landlord as to the means and methods thereof.

Tenant, at Tenant's sole cost and expense, shall keep the premises and the sidewalks in front of the premises clean and neat and shall remove all refuse, rubbish, debris and snow therefrom. All refuse, rubbish and debris shall be deposited only in such receptacles and in such a manner as shall be designated or approved by Landlord.

It is understood that at any time or times all or any of the elevators in the Building, if any, at the option of the Landlord, be automatic elevators, and Landlord shall be under no obligation to furnish an elevator operator for any automatic elevator. If Landlord shall at any time or times furnish any elevator operator for any automatic elevator, Landlord may discontinue furnishing such elevator operator and there shall be no diminution, reduction or abatement of rent by reason thereof. Landlord agrees to maintain the automatic elevator that serves the basement to the first floor of the building.

Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to stop or interrupt any heating, elevator, escalator, lighting, ventilating, air conditioning, gas, steam, power, electricity, water, cleaning or other similar or dissimilar service and to stop or interrupt the use of any Building facilities at such times as may be necessary and for as long as may be reasonably be required by reasons of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by the reason of any other similar or dissimilar cause beyond the reasonable control of Landlord. No such stoppage or interruption shall entitle Tenant to any diminution or abatement of rent or other compensation nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of any such stoppage or interruption. The provisions hereof do not, however, obligate Landlord to furnish any service or facility not otherwise specifically set forth in this Lease as an obligation on the part of Landlord.

22. Lease Contains All Agreements - No Waivers. This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the premises hereunder, and Landlord has not made and is not making, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Lease.

The failure of Landlord to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by Landlord of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expresses in writing and signed by Landlord. No surrender of the premises or of any remainder of the term of this Lease shall be valid unless accepted by Landlord in writing. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of any rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of any rent or additional rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of any rent or additional rent, or pursue any remedy or remedies available to Landlord. The receipt and retention by Landlord of fixed fee or other sum or charge payable hereunder from anyone other than Tenant shall not be deemed a waiver of the breach by Tenant of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Landlord of fixed rent, additional rent or other sum or charge with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed ma waiver of such breach. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

The Lease shall not be binding upon Landlord unless and until it shall have been executed by Landlord and Tenant and a fully executed counterpart of this Lease shall have been delivered by Landlord to Tenant.

23. Parties Bound. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provision of Article 7 hereof shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article 23 shall not be construed as modifying the conditions of limitation contained in Article 16 hereof. It is understood and agreed, however, that the

covenants and obligations on the part of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a lease of the entire interest shall be deemed a transfer within the meaning of this Article 23.

24. Curing Tenant's Defaults - Additional Rent. If Tenant shall default in the performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case if such default continues after 3 days from the date of giving by Landlord to Tenant of written notice of intention to do so. Bills for any expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including, but not limited to, attorneys fees involved in collecting or endeavoring to collect the fixed rent or additional rent or other sum or charge or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant including (without being limited to) electric lamps and other equipment, construction work done for the account of Tenant, water, ice, drinking water, drinking cups, towel and other services, as well as for any charges for any additional elevator, heating, air conditioning or cleaning services incurred under Article 21 hereof and any charges for other similar or dissimilar services incurred under this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills, and if not paid when due, the amounts thereof shall immediately become due and payable as additional rent under this Lease. In the event that Tenant is in arrears in payment of fixed rent or additional rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit, irrespective of and not withstanding any designation or request by Tenant as to the items against which any such payments shall be credited. Landlord reserves the right, without liability to Tenant and without constituting any claim of eviction or constructive eviction, to suspend furnishing or rendering to Tenant any property, material, labor, utility or other service, wherever Landlord is obligated to furnish or render the same at expense of Tenant, in the event that (but only for so long as) Tenant is in arrears in paying Landlord therefor or Tenant is in default in the keeping, observance or performance of any covenant, agreement, term, provision and condition of this Lease.

25. Intentionally Omitted.

26. Miscellaneous.

(a) Notwithstanding anything contained in this Lease to the contrary, Tenant covenants and agrees that Tenant will not use the premises or any part thereof, or permit the premises or any part thereof to be used as a restaurant and/or bar and/or for the use of confectionery and/or soda and/or beverages and/or sandwiches and/or ice cream and/or baked goods or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever.

(b) If, in connection with obtaining financing for the Building, a banking, insurance or other recognized institutional lender shall request reasonable modifications in and to this Lease as a condition to such financing, Tenant will consent thereto, provided that such modifications do not increase the financial obligations of Tenant hereunder pursuant to Article 1 and hereof, or materially and adversely affect the leasehold interest hereby created.

(c) If, at any time during the last month of the term of this Lease, Tenant shall have removed all or substantially all of the Tenant's property from the premises, Landlord may, and Tenant hereby irrevocably grants to Landlord a license to, immediately enter and alter, renovate and redecorate the premises, without elimination, diminution or abatement of fixed or additional rent, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon this Lease.

(d) Tenant shall not place a load upon any floor of the premises exceeding the floor load per square foot which such floor was designated to carry and which is allowed by law. landlord reserves the right to prescribe the weight and position of all safes which must be placed by Tenant, at Tenant's expense, so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

(e) Without incurring any liability to Tenant, Landlord may permit access to the premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the premises), or upon demand of any representative of the fire, police, building, sanitation or other department of any city, county, town, village, state or federal government.

(f) Tenant shall not be entitled to exercise any right of termination or other option granted to it by this Lease at any time when Tenant is in default in the performance, observance or keeping of any of the covenants, agreements, terms, provisions or

conditions on its part to be performed, observed or kept under this Lease.

(g) Tenant shall not place or permit to be placed any vending machines in the premises, except with the prior written consent of Landlord in each instance.

(h) Tenant shall not occupy any space in the Building (by assignment, sublease or otherwise) other than the premises hereby demised, except with the prior written consent of Landlord in each instance.

(i) Tenant will not clean, nor require, permit, suffer or allow any window in the premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of any other board or body or governmental authority having or asserting jurisdiction.

(j) If, pursuant to any provision of this Lease, Landlord shall withhold its consent or approval or permission to any thing or matter requested by Tenant, Tenant shall not be entitled to bring or institute any action or other proceeding for damages or for any other remedy of any kind or nature whatsoever (unless, as provided elsewhere in this Lease, Landlord has agreed that its consent or approval or permission will not be unreasonably withheld or delayed, in which instance Tenant may bring or institute an action or other proceeding solely for the purpose of compelling the granting of such consent or approval or permission) and Tenant agrees to waive, and does hereby waive, any rights that it may have to bring any such action or other proceeding (except as herein otherwise provided).

(k) Tenant shall look solely to the estate and interest of Landlord, its successors and assigns in the Land and Building for the collection of a judgment or other judicial process requiring the payment of damages or money by Landlord or in the event of any default by Landlord hereunder and no other property or assets of Landlord (or, if Landlord is a partnership, of any partner of Landlord), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under and with respect to this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the premises or otherwise.

27. Pornographic Uses Prohibited. Tenant agrees that the value of the premises and the reputation of Landlord will be seriously injured if the premises are used for any obscene or pornographic purposes or any form of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material in, to or on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances in or on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor". Tenant agrees further that Tenant will not permit any of these uses by any subtenant of the premises or any assignee of this Lease. This Article shall directly bind any successors in interest of Tenant. Tenant agrees that if, at any time, Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this Lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined herein as it is in Penal law 235.00.

28. Business Conduct. Tenant, recognizing that the Building has been developed and is being maintained as a location for an outstanding type of business occupancy, and as a special inducement to Landlord to enter into this Lease, covenants and agrees that at all times (i) Tenant's use of the premises throughout the term will be consistent with the character and dignity of the Building, (ii) the business to be conducted at, through and from the premises will be first-class quality and reputable in every respect, (iii) the sales methods employed in said business, as well as all other elements of merchandising, display and advertising, will be dignified and in conformity with the highest standards of practice in Tenant's industry and (iv) the appearance of the premises (including the lighting and other appearances thereto), the appearance and deportment of all personnel employed therein, and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the premises, and of any signs, lettering announcements, or any other kinds of forms of inscriptions displayed in or about the premises will be only such as meet with Landlord's approval, and if at any time disapproved by Landlord, Tenant shall remove the basis for such disapproval in such manner and within such time as may be specified by Landlord in a written notice given by it to Tenant for such purpose.

Tenant will, promptly after demand by Landlord, and as often as each such demand shall occur, forthwith discontinue selling, or offering for sale, or permitting to be sold, or otherwise dealing in, or exhibiting, or advertising, in the premises, or any part thereof, any article or merchandise to which Landlord may object. Tenant will, promptly after demand by Landlord, and as often as each such demand shall occur, forthwith discontinue any advertisement, sign, notice, object, poster, exhibit and/or display in the premises, or any part thereof, to which Landlord may object.

Nothing contained in this Article or elsewhere in this Lease shall be construed to permit any use of the premises that is not within the permitted uses of the premises as specifically set forth in this Lease.

The violation by Tenant of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by Tenant under the terms of this Lease. Mention in this Article of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Any demand or demands by Landlord pursuant to the provisions of this Article and compliance therewith by Tenant shall not impair this Lease or affect Tenant's liability hereunder, nor shall Tenant be entitled to any compensation or diminution or abatement of rent by reason thereof.

29. Hazardous Waste. Throughout the term of this Lease, Tenant shall not undertake or permit any Environmental

Activity (as such term is hereinafter defined) other than (i) in compliance with all applicable laws and ordinances and all rules, orders and regulations, present or future, ordinary or extraordinary, foreseen or unforeseen) of any federal, state or local governmental authority (hereinafter collectively referred to as "Legal Requirements"), and (ii) in such a manner as shall keep the premises, the Building and the Land free from any lien imposed pursuant to any Legal Requirement in respect of such Environmental Activity. Tenant shall take all necessary steps to ensure that any Environmental Activity undertaken or permitted at the premises is undertaken in a manner as to provide prudent safeguards against potential risks to human health or the environment. Tenant shall notify Landlord within 24 hours of the release of any Hazardous Materials (as such term is hereinafter defined) from or at the premises which could form the basis of any claim, demand or action by any party. Landlord shall have the right, from time to time, at Tenant's expense, to conduct an environmental audit or such other examinations, tests, inspections and reviews of the premises as Landlord, in its sole discretion, shall deem necessary, appropriate or desirable and Tenant shall cooperate in the conduct of any such environmental audit, examination, test, inspection or review. If Tenant shall breach the covenants provided in this Article, then, in addition to any other rights and remedies which may be available to landlord pursuant to this Lease or otherwise at law, Landlord may require Tenant to take all actions, or to reimburse Landlord for the costs of any and all actions taken by Landlord, as are necessary, appropriate or desirable to cure such breach. for purposes of this Article, the term "Environmental Activity" means any use, storage, installation, existence, release, threatened release, discharge, generation, abatement, removal, disposal, handling or transportation from, under, into or on the leased premises of (a) any "hazardous substance" as defined in any federal statute, (b) petroleum, crude oil or any fraction thereof, natural gas or synthetic gas used for fuel, and (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under the laws of the State of New York or any other Legal Requirements the materials described in clauses (a) through (c) being collectively referred to as "Hazardous Materials". The provisions of subparagraph (j) of Article 6 of this Lease shall be applicable to any failure by Tenant to comply with or keep or perform the provisions of this Article. The obligations of Tenant under this Article shall survive the expiration or sooner termination of the term of this Lease.

30. Inability to Perform. This Lease and the obligations of Tenant to pay fixed rent, additional rent and all other sums and charge hereunder and perform, observe and keep all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed, observed and kept shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacement, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or any other similar or dissimilar cause whatsoever beyond Landlord's reasonable control, including, but not limited to, government preemption in connection with a national energy or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency.

31. Adjacent Excavation - Shoring. If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized or contemplated to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the premises for the purpose of doing such work as said person shall deem necessary or desirable to preserve the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of fixed rent, additional rent or any other sum or charge payable by Tenant hereunder.

32. Broker. Tenant states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder brought about the terms and conditions of this Lease. The Landlord agrees that the Landlord shall be liable for the payment of brokerage commissions that are due, if any.

33. ARTICLE HEADINGS. The Article headings of this Lease are for convenience only and are not to be considered in construing the same.

34. Holdover. If Tenant shall hold over after the expiration of the term of this Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until Tenant has vacated the premises if agrees to pay the Landlord for the use and occupancy of the premises an amount equal to two and one-half times the total of the fixed rent and additional rent payable pursuant to Article 24 then being paid or payable by Tenant to Landlord.

35. Security. Tenant has deposited with Landlord the sum of $10,000.00 as security for the faithful performance and observance by tenant of the terms, provisions and conditions of this Lease. In the event that Tenant is in default of any of the terms, conditions and provisions of this Lease, Landlord may, but is not obligated to, apply such amount of the Security to the payment of Rent and Additional Rent and the cost and expense of re-letting the demised premises whether or not incurred after summary proceedings are instituted. In the case of the sale or transfer the Security Deposit to the successor owner/lessee. Tenant further covenants that Tenant shall not assign or encumber the Security Deposit and tat Landlord, its successors and assigns shall not be bound by any such act taken by Tenant.

36. Landlord's Interest in Premises. Landlord's interest in the premises is derived pursuant to the terms of a certain lease (herein referred to as the "Prime Lease") dated as of 12-1-11 (as thereafter modified and amended) between Denton Avenue Properties las landlord (herein referred to as "Owner"), and Landlord, as successor in interest to Grand Auto Body Inc. , as tenant, covering certain commercial space in the Building as more specifically set forth thereon. Accordingly, notwithstanding anything to the contrary contained in this Lease, this Lease is, in fact, a sublease. For the purposes of this Lease, the Prime Lease shall be, and shall be deemed to be, included in the term "underlying lease" wherever it appears and Owner shall be, and shall be deemed to be, included as a "lessor under an underlying lease".

Tenant understands that, in order for Landlord to lease and demise the premises to Tenant for the term set forth in Article 1 hereof, Landlord is required to exercise certain options to extend the term of the Prime Lease as therein set forth. Landlord agrees that, so long as Tenant is not in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed, beyond any applicable cure period, Landlord shall timely exercise such options to the intent and purposes that the term of this Lease shall be as set forth in said Article 1.

If, at anytime during the term of this Lease, Tenant shall claim that Landlord is in default or in breach of its obligations hereunder or is otherwise liable to Tenant and such default or breach or liability shall result from, or be attributable to, the default or failure of owner, Tenant agrees that Landlord shall not be liable or responsible to Tenant in connection therewith; provided, however, Landlord agrees to assign to Tenant any cause of action that Landlord may have against Owner as a result of such default or failure.

37. Quiet Enjoyment. Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the premises without hindrance or molestation by Landlord or by any other person lawful claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and to the ground leases and/or underlying lease and/or mortgages to which this Lease is subject and subordinate as hereinbefore set forth.

38. Tenant's Right to Cancel. At any time during the term hereof, Tenant, upon at least six (6) months prior written notice to Landlord, may elect to cancel and terminate this Lease and the term and estate hereby granted as of the date set forth in said notice by Tenant to Landlord (hereinafter referred to as the "Termination Date"). In the event (a) Tenant shall vacate and surrender the premises on or before the Termination Date and Tenant shall not otherwise be in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed hereunder and (b) Landlord shall have re-let the premise for a term commencing on the date immediately following the Termination Date, Landlord shall return to Tenant the $10,000.00 referred to in Article 1 hereof; provided, however, if, on the Termination Date, Landlord shall not have re-let the premises, Landlord shall be entitled to retain said $10,000.00 until such time as Landlord shall have re-let the premises and at the time of such re-letting, Landlord shall only be obligated to return to Tenant an amount equal to $10,000.00 less $10,000.00 for each calendar month or part thereof occurring immediately after the expiration of the Termination Date during which Landlord did not re-let the premises.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD

Denton Avenue Properties, LLC

Attest/Witness:

TENANT

Grand Auto Body, Inc.

Attest/Witness:

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 270 Park Ave LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 10,000 square foot parking lot at the corner of Armstrong and Broadway in Garden City Park (the "Premises") located at Armstrong rd & Broadway, Garden City Park, Ny, 11040.

TERM. The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1,800.00, payable in advance on the first day of each month, for a total lease payment of $21,600.00. Lease payments shall be made to the Landlord at 270 Park Ave, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $30.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
270 Park Ave LLC
270 Park Ave
Garden City Park, NY 11040

TENANT:
A1 Grand Auto Body
105 Herricks Road
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
270 Park Ave LLC

By: _____ Date: December 18, 2013
Gerald L. DiCunzolo
Member

TENANT:
A1 Grand Auto Body

By: _____ Date: December 18, 2013

_____,

_____

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between Bedik Muran Realty Corp.("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 5,000 square foot parking 200 Armstrong Rd, in Garden City Park (the "Premises") NY 11040

TERM. The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $3,000.00, payable in advance on the first day of each month, for a total lease payment of $36,00.00. Lease payments shall be made to the Landlord at 200 Armstrong, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $30.00 for each check that is returned to Landlord for lack of sufficient funds.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
Bedik Muran Realty Corp.
200 Armstrong rd.
Garden City Park, NY 11040

TENANT:
A1 Grand Auto Body
105 Herricks Road
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New York.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
Bedik Muran Realty Corp.

By: _____ Date: December 18, 2013
Bedik Muran Realty Corp.

TENANT:
A1 Grand Auto Body

By: _____ Date: December 18, 2013
Ariel Hogan (President)

as per annexed Survey (Schedule A)

xxxx

ASSIGNMENT OF LEASE AGREEMENT

Not withstanding the terms of the Assignment of Lease made July 1, 2001, by Brian Hogan, as assignor, to A1 Grand Auto Body, Inc., as assignee. Brian Hogan hereby agrees to fully guarantee to Landlord, 105 Herrricks Road LLC, all payments due under the terms of the lease dated March 17, 2000, including any and all extensions.

Dated 6-13, 2008 Assignor: _____
By: Brian Hogan

Dated 6-13, 2008 Assignee: _____
A1 Grand Auto Body, Inc
By: Richard Holecek, President

Dated: 6-13, 2008 Landlord: _____
105 Herricks Road, LLC
By: Lynn Kirell, Managing Member

THE HARTFORD

Verification Certificate

This is to certify that Bond No. [redacted] issued by the member company of The Hartford subscribing this certificate, dated March 14, 2014

in the amount of Twenty Thousand Two Hundred Seventy-Eight

Dollars $20,278.00

on behalf of A-1 Grand Auto Body Inc. , as Principal,

and in favor of County of Nassau, Nassau County Police Department , as Obligee,

covers an indefinite term which began on March 14, 2014 , and ends with the cancellation of said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: March 14, 2014 - April 30, 2015

Signed, Sealed, and Dated April 10, 2014

Attest or Witness

Hartford Fire Insurance Company

Surety

By: (Seal)

Shanta Mahadeo , Attorney in fact

CC:

CC:

1030

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** [redacted]

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** UNLIMITED :

JOELLE L. LAPIERRE, TERUKO REINERTSEN, VL. WHEELER, SUZAN TURNER, GLORIA DIAZ, SANDI SMITH, SUANNE COX, LISA E. BARROWS, SALLY P. GALLAND, FRANTZ GEBARA, JULIO DELVALLE, KATHLEEN ADAMS, EMILY OLAN, GEOFFREY RAMPERSAD, EUGENE HERRERA, CHRISTINA HEATLEY, LORI S. DAMRON, SLOBODANKA BILIC, SHARI RUFF, TANYA RIOS, SHANTA MAHADEO, AMY JO MILLER, ALPHA D. LAUREANO, REINA DAIL, JUDY BURTON, LILIANA JOHNSON, TAMMY BROWN, SANDY HEAD, MICHELE CONLEY, JENNIFER MORALES, JESSICA CICCONE, GREGORY MARKHAM, SARA DIFIORE, NANCY DUDLEY, SHELBY WIGGINS, JENNIFER JENSEN, MELISSA HASKINS, BRADY MORIARTY OF LAKE MARY, FLORIDA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 10, 2014
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to be known, who, being by me duly sworn, did depose and say; that he/she resides at....., that he/she is the .....

President of .....the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to me know to be (the individual) (one of the firm of.....), described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF Florida
COUNTY OF Seminole } ss

On this April 10, 2014, before me personally came Shanta Mahadeo

to me known, who, being by me duly sworn, did depose and say; that he/she resides in

Lake Mary, FL.; that he/she is the Attorney-in-Fact of the Hartford Fire Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Hartford Fire Insurance Company his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....
Notary Public

SANDI SMITH
MY COMMISSION #FF015552
EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2013

(Statutory Basis)

ASSETS

U.S. Government Bonds	$ 679,442,164	
Bonds of Other Governments	210,585,467	
State, County Municipal		
Miscellaneous Bonds	12,795,037,838	
Stocks	5,746,189,782	
Short Term Investments	530,486,546	
	$ 19,961,741,797	
Real Estate	$ 208,621,918	
Cash	70,046,570	
Agents' Balances (Under 90 Day)	2,953,283,280	
Other Invested Assets	559,494,594	
Miscellaneous	2,454,057,777	
Total Admitted Assets	$ 26,207,245,936	

LIABILITIES

Reserve for Claims and Claim Expense		$ 7,374,420,478
Reserve for Unearned Premiums		2,008,247,437
Reserve for Taxes, License and Fees		59,087,360
Miscellaneous Liabilities		2,391,323,633
Total Liabilities		$ 11,833,078,908
Capital Paid In	$ 54,740,000	
Surplus	14,319,427,028	
Surplus as regards Policyholders		$ 14,374,167,028
Total Liabilities, Capital and Surplus		$ 26,207,245,936

STATE OF CONNECTICUT
COUNTY OF HARTFORD } SS.
CITY OF HARTFORD

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2013.

Subscribed and sworn to before me
this 1st day of November, 2013.

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

M. Ross Fisher, Vice President

Wesley W. Cowling, Assistant Secretary

E.33-16

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: Feb 11, 2016

1) Bidder's/Proposer's Legal Name: Al Grand Auto body Inc

2) Address of Place of Business: 105 Hericks rd, Garden City Park NY 11040

List all other business addresses used within last five years:
Not - Applicable

3) Mailing Address (if different): Not - Applicable

Phone: 516 294-4200

Does the business own or rent its facilities?

4) Dun and Bradstreet number: Not - Applicable

5) Federal I.D. Number: 11-354 2226

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 18 P 2:40

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of Interest in acting on behalf of Nassau County. No Conflict exist

b) Please describe 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. Our firms procedure in the event of a conflict of interest, would be to immediately contact Nassau County. To be advised of any direction need to be taken, in order to stay with in the contract regulations of Nassau County.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/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.

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

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

Company Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave

City/State Garden City, NY 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address KJackson@gardencity

BHF (02/2016)

Company Village of New Hyde Park
Contact Person Pat Anderson
Address 1420 Jericho Turnpike
City/State New Hyde Park, NY 11040
Telephone (516) 354-0022
Fax # (516) 354-6004
E-Mail Address NHPClerk@VNHP.org

Company Village of Mineola
Contact Person Joyce Gorycks
Address 155 Washington Ave
City/State Mineola NY 11501
Telephone (516) 746-0750
Fax # (516) 746-5602
E-Mail Address None

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Non-applicable.

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ariel Hagan, 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 11th day of February 20 16

Notary Public

STEVEN CORDOBA
Notary Public - State of New York
NO. 01CO6273518
Qualified in Nassau County
My Commission Expires 12-15-16

Name of submitting business: A1 Grand Auto Body Inc

By: Ariel Hagan Print Name

Signature

President
Title

2 / 11 / 16 Date

PQF (02/2016)

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Ariel Hogan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 105 Herrick rd
   City/state/zip Garden City Park NY 11040
   Telephone 516-294-4200
   Other present address(es) NONE
   City/state/zip NONE
   Telephone NONE
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2/27/13 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? NO ___ YES X If Yes, provide details. 100% share holder in A1 Grand Auto Body Inc.

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? NO ___ YES X If Yes, provide details. Truck loan Santander BANK Contract # [redacted] 2015 Ford F650 Flatbed

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? NO ___ YES X; If Yes, provide details. Grand Auto Body Inc, 121 Bedell st Properties, Denton Ave Properties llc

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? NO X YES ___ 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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such year.

PQF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ariel Hogan, 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 11th day of February 2016

Notary Public

STEVEN CORDOBA
Notary Public - State of New York
NO. 01C06273515
Qualified in Nassau County
My Commission Expires 8-10-16

Al Grand Auto Body Inc
Name of submitting business

Ariel Hogan
Print name

Signature

President
Title

2 / 11 / 16
Date

A1 Grand Auto Body, Inc.

105 Herricks Road
Garden City Park, NY 11040

1. Date of formation 3/24/2000

2/3. Ariel Hogan 100 % shareholder
[redacted]

4. New York State Corporation

5. Employees - six employees

6. Annual Revenue 1,260,844 for the year 2014

7. Summary of relevant accomplishments
Licensed New York State Auto Appraiser
Since 1939 have 4 generations of continuous auto tow and body
Experience to accidents and tows calls for municipalities listed:
Nassau County Tow Impound Garage
Garden City Tow Impound Garage
Village of New Hyde Park Tow Impound Garage
Mineola Tow Impound Garage
Tow Advisory Board – Town of North Hempstead
Town of North Hempstead Tow

8. Copies of all state and local licenses and permits
See attached

B. 15 years at this location

C. Towing for Nassau County many years
Refer to list below

North American Specialty Insurance Company

PERFORMANCE BOND

Bond No. 2202550

KNOW ALL MEN BY THESE PRESENTS, That we, A-1 Grand Auto Body Inc.
105 Herricks Road, Garden City NY 11040
as Principal, and the North American Specialty Insurance Company
a New Hampshire corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this Performance Bond, are firmly held bound unto County of Nassau
1490 Franklin Avenue, Mineola NY 11501
hereinafter referred to as the Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of One Hundred Seventy Four Thousand Five Hundred Thirty & 00/00 ($ 174,530.00),
as my be required to remedy any contractual default by the Principal in the performance of that certain written contract between Principal and Obligee dated 01/16/16 - 01/16/19 for
County Impound Contract - 9899-08144-171
hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

CONDITIONS

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in default under the above Contract, and is declared by the Obligee hereafter to be in default; (3) the Obligee has performed all of the obligations of the Obligee under the above Contract; and (4) the Obligee has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

LIMITATIONS AND EXCLUSIONS

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

(1) With notice to the Obligee, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
(2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
(3) Determine the amount for which the Surety may be liable to the Obligee, and as soon as a practicable thereafter, tender payment thereof to the Obligee; or
(4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

Performance Bond

This bond is for a one-year term beginning January 16, 2016. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligee due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligee recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligee. In the event that the Obligee is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligee, and the aggregate liability of the Surety to the Obligee shall in no event exceed the above penal sum.

The consent of the Surety shall be required with regard to any changes or alterations in the above Contract including, but not limited to, where the cost therof, added to prior changes or alterations, causes the aggregate cost of all changes and alterations to exceed 10 percent of the original contract price, or where the completion thereof is extended by more than 90 days.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commended against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commended shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this 10th day of February, 2016.

A-1 Grand Auto Body Inc.
Principal

By: _____

North American Specialty Insurance Company
Surety

By: _____
John E. Roe, Jr., Attorney-in-Fact

County of Nassau
Obligee

By: _____

CORPORATE ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Nassau)

On this 11th day of febuary, 2016, before me personally appeared _____, to me known to be President and _____ of Ai Global Auto Collision Inc the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that _____ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

_____

(Seal)

STEVEN CORDOBA
Notary Public - State of New York
NO. 01CO6273515
Qualified in Nassau County
My Commission Expires 12-10-16

Notary Public, residing at Golden City Park
(Commission expires 12-10-16)

ACKNOWLEDGMENT BY SURETY

STATE OF NEW YORK)
) ss.
County of NASSAU)

On this 10th day of February, 2016, before me personally appeared John E. Roe, Jr., known to me to be the Attorney-in-Fact of North American Specialty Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of
County of Nassau

FRED NASH ROE
Notary Public, State of New York
No. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2019

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN E. ROE, JR., RICHARD K. KAINZ, E. TIMOTHY KENNEALLY,
PATRICIA VON POSCH and EILEEN DUNHAM
JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 5th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2014
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	108,606,410	Reserve for Unearned Premiums	6,287,671
Bonds	293,429,656	Reserve for Losses and Loss Adjustment Expenses	34,942,586
Other Invested Assets	60,024,884	Funds Withheld	10,710,249
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,612
		Surplus	384,220,673
TOTAL ADMITTED ASSETS	547,290,661	TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	547,290,661

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

Edward D. Stys
North American Specialty Insurance Company

Subscribed and sworn before me,
this 19 day of March, 2015

PAULINE G. DIONNE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES OCTOBER 1, 2017
JUSTICE OF THE PEACE

Notary Public/JUSTICE OF The Peace

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

North American Specialty Insurance Company
of Manchester, New Hampshire

a corporation organized under the laws of the State of New Hampshire, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $384,220,673.00(Capital $4,800,000.00) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 6th day of May, 2015.

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

North American Specialty Insurance Company

PERFORMANCE BOND

Bond No. 2202550

KNOW ALL MEN BY THESE PRESENTS, That we, A-1 Grand Auto Body Inc.
105 Herricks Road, Garden City NY 11040
as Principal, and the North American Specialty Insurance Company
a New Hampshire corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this Performance Bond, are firmly held bound unto County of Nassau
1490 Franklin Avenue, Mineola NY 11501
hereinafter referred to as the Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of One Hundred Seventy Four Thousand Five Hundred Thirty & 00/00 ($ 174,530.00),
as my be required to remedy any contractual default by the Principal in the performance of that certain written contract between Principal and Obligee dated 01/16/16 - 01/16/19 for
County Impound Contract - 9699-08144-171
hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

CONDITIONS

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in default under the above Contract, and is declared by the Obligee hereafter to be in default; (3) the Obligee has performed all of the obligations of the Obligee under the above Contract; and (4) the Obligee has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

LIMITATIONS AND EXCLUSIONS

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

(1) With notice to the Obligee, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
(2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
(3) Determine the amount for which the Surety may be liable to the Obligee, and as soon as a practicable thereafter, tender payment thereof to the Obligee; or
(4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

Performance Bond

This bond is for a one-year term beginning January 16, 2016. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligee due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligee recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligee. In the event that the Obligee is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligee, and the aggregate liability of the Surety to the Obligee shall in no event exceed the above penal sum.

The consent of the Surety shall be required with regard to any changes or alterations in the above Contract including, but not limited to, where the cost therof, added to prior changes or alterations, causes the aggregate cost of all changes and alterations to exceed 10 percent of the original contract price, or where the completion thereof is extended by more than 90 days.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commended against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commended shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this 10th day of February, 2016.

A-1 Grand Auto Body Inc.
Principal

By: _____

North American Specialty Insurance Company
Surety

By: _____
John E. Rbe, Jr., Attorney-in-Fact

County of Nassau
Obligee

By: _____

CORPORATE ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Nassau)

On this 11th day of febiuary, 2016, before me personally appeared _____, to me known to be President and _____ of Al Grand Auto Collision Inc the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that _____ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

_____

(Seal)

Notary Public, residing at Golden City Park
(Commission expires 12-10-16)

STEVEN CORDOBA
Notary Public - State of New York
NO. 01CO6273515
Qualified in Nassau County
My Commission Expires 12-10-16

ACKNOWLEDGMENT BY SURETY

STATE OF NEW YORK)
) ss.
County of NASSAU)

On this 10th day of February, 2016, before me personally appeared John E. Roe, Jr., known to me to be the Attorney-in-Fact of North American Specialty Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of
County of Nassau

FRED NASH ROE
Notary Public, State of New York
No. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2019

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN E. ROE, JR., RICHARD K. KAINZ, E. TIMOTHY KENNEALLY,
PATRICIA VON POSCH and EILEEN DUNHAM
JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 5th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2014
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	108,808,410	Reserve for Unearned Premiums	6,287,571
Bonds	293,429,658	Reserve for Losses and Loss Adjustment Expenses	34,942,566
Other Invested Assets	60,024,684	Funds Withheld	10,710,249
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,612
		Surplus	384,220,673
TOTAL ADMITTED ASSETS	547,290,661	TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	547,290,661

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

Edward D. Slys
North American Specialty Insurance Company

Subscribed and sworn before me,
this 19 day of March, 2015

Notary Public JUSTICE OF The Peace

PAULINE G. DIONNE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES OCTOBER 1, 2017
JUSTICE OF THE PEACE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

North American Specialty Insurance Company
of Manchester, New Hampshire

a corporation organized under the laws of the State of New Hampshire, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $384,220,673.00(Capital $4,800,000.00) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 6th day of May, 2015.

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

E-33-16

License
59

Expires
June 30, 2016

Town of Hempstead

2015/2016 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that AAAA-1 AUTO & TOWING

of HICKSVILLE, N.Y. having filed an application pursuant to, and complied with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 10/2/2015 Number of Vehicles licensed 15 Fee Paid $1,250.00

The following Town of Hempstead license numbers have been issued to the above named owner:
193, 194, 195, 196, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208

Issued under the direction of
Nasrin G. Ahmad, Town Clerk

By: _____
Deputy Town Clerk

RECEIVED

E-34-16 R67

Contract ID#: CQPD16000005

Department: POLICE

Contract Details

SERVICE County Impound & Towing

NIFS ID #: CQPD16000005 NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
North Shore Auto & Towing, Inc.	Vendor ID#: 11-2922018
Addresses: 265 East Shore Ave. Manhasset, NY 11030	Contact Person Scott R. Balterman Srb60@aol.com Phone: 516 482-2500

County Department
Department Contact **Gail McGrath-Gough** **Gmcgrath-gough@PDCN.org**
Address PAB 1490 – Room 250 Franklin Ave., Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 1/21/16 ☑ *NIFS Appvl (Dept. Head)* ☐		CAPT.	
	OMB	*NIFS Approval* ☑	1/22/16		Yes ☐ No ☑
	Vertical DCE	*NIFS Approval* ☐			
	Department	*Vendor Administration* ☐ *NIFS Appvl (Dept. Head)* ☐			
1/22/16	County Attorney	*CA RE&I Verification* ☑	1/22/16		
	County Attorney	*CA Approval as to form* ☐	01/22/2016		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	1/25/16		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
1/25/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/25/16		

2016 JAN 25 P 1:22

CLERK OF THE LEGISLATURE NASSAU COUNTY

Contract ID#: CQPD16000005

Department: POLICE

Contract Summary

Description: Contract for services related to County Impound and Towing

Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

Method of Procurement: Formal Sealed Bidding Process.

Procurement History: **Bid Number 9899-08144-171**

Description of General Provisions: **Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).**

Impact on Funding / Price Analysis: **Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):**

Zones 1 and 4:	$ 41,900.00	per annum
Zone 3:	$ 10,590.00	per annum
Total:	$ 52,490.00	per annum
	$ 4,374.17	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: **N/A**

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 30,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 30,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 30,000
2		$
3		$
4	1/22/16	$
5		$
6		$
	TOTAL	$ 30,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date:** 1/15/16

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 1/25/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/03)

E-34-16

RULES RESOLUTION NO. 67 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND NORTH SHORE AUTO & TOWING INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with North Shore Auto & Towing Inc. to provide impound and towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with North Shore Auto & Towing 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: NORTH SHORE AUTO & TOWING

CONTRACTOR ADDRESS: 265 East Shore Ave Manhasset, NY 11030

FEDERAL TAX ID #: 11-2922018

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 highest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on JULY 31, 2014. The sealed bids were publicly opened on AUGUST 14, 2014. 10 [#] 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 _____[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.

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.

CAM

Department Head Signature

01/22/16

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.***

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: **COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS**

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

a) Required towing vehicles
b) Required fenced and lighted premises
c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heave duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.

Robert M. Sputo
Detective Lieutenant

Gmail by Google

Randy B <northshoreautoandtowing@gmail.com>

Fwd: County Impound Gargage Contracts

1 message

Leslie Balterman <srb60@aol.com>
To: Randy □ <northshoreautoandtowing@gmail.com>

Wed, Jan 13, 2016 at 5:59 PM

PRINTED
1-14-16

Sent from my iPhone

Begin forwarded message:

From: "Oweis, Joanne" <JOweis@PDCN.ORG>
Date: January 13, 2016 at 5:54:31 PM EST
To: "'Srb60@aol.com'" <Srb60@aol.com>
Cc: "McGrath-Gough, Gail" <GMcGrath-Gough@PDCN.ORG>, "Musetich, Robert" <RMusetich@PDCN.ORG>, "Sputo, Robert" <RSputo@PDCN.ORG>
Subject: RE: County Impound Gargage Contracts

Randy

Please see attached REVISED Contract – revision includes Paragraph 6 and inclusion of Appendix EE and L – L requires certain information to be filled out- please insure that it is before your return to my attention – please be mindful that the signature pagination may have changed so please execute this version.

Regards,

Joanne

Joanne L. Oweis, Esq.

Attorney

Legal Bureau, Nassau County Police Department

(516) 573-7210

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

North Shore Auto & Towing, Inc.
Attn: Scott R. Balterman
265 East Shore Ave.
Manhasset, NY 11030

Re: County Impound Garage Contracts
Bid Number 9899-08144-171

Dear Mr. Balterman:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Zones 1 and 4:	$ 41,900.00	per annum
Zone 3:	$ 10,590.00	per annum
Total:	$ 52,490.00	per annum
	$ 4,374.17	per month

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is $2,257.63.

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following **immediately** to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required insurance documentation;
- Administrative Fee ($266.00)
- First pro-rata installment of $2,257.63

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

North Shore
Tow

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10-19-11

1) Bidder's/Proposer's Legal Name: NORTH SHORE AUTO & TOWING INC.

2) Address of Place of Business: 265 EAST SHORE RD MANHASSET NY 11030

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone: 516-482-2500

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 112922018

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ 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 bidder/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). APPROX 10 YEARS AGO.

_____

_____

11) Has the bidder/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? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b). Any misdemeanor charge pending? No ✓ Yes ___ 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? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ 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? No ✓ Yes ___ 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? No ✓ Yes ___; 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? No ✓ Yes ___ 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; June, 1994

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Scott R Bauerman

iii) Name, address and position of all officers and directors of the company; Leslie Bauerman 3) Same as above NY 11713

iv) State of incorporation (if applicable); N.Y.

v) The number of employees in the firm; 20

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments LIC Tower & collision shop over 25 years

viii) Copies of all state and local licenses and permits. DMV, Town License.

B. Indicate number of years in business. over 25.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. County Commercials many years

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

Company Town of North Hempstead.

Contact Person Clerks office

Address Plandome Rd.

City/State Manhasset NY, 11030

Telephone 516.869.7646

Fax #

E-Mail Address

[redacted]

Company KINGS PT Police Dept

Contact Person SGT.

Address STEPINGETON. LA.

City/State KINGS PT N.Y.

Telephone 516.482 1000

Fax #

E-Mail Address

Company North Shore Hospital.

Contact Person Security

Address Community Drive

City/State Manhasset NY 11030

Telephone 516.562-4842

Fax #

E-Mail Address

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott R Baltermann, 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 13th day of Oct. 2015

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

Notary Public

North Shore Auto & Towing Inc.
Name of submitting business

Scott R Baltermann
Print name

Signature

Pres.
Title

10/13/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Scott R Baldeman
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 265 East Shore Rd.
   City/state/zip Manhasset, NY 11030
   Telephone 516-482-2500
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 6/ /88 Treasurer 6/ /88
   Chairman of Board / / Shareholder / /
   Chief Exec. Officer / / Secretary / /
   Chief Financial Officer / / Partner / /
   Vice President 6/ /88 _____ 6/ /88
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 50%

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? NO ✓ ___ YES ___ 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? NO ✓ YES ___; 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? NO ✓ YES ___ 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? NO ✓ YES _____ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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 6? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott R Bachelmeyer, 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 13th day of Oct. 2015

Notary Public

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

Name of submitting business: North Shore Auto & Towing, Inc.

By: Scott R Bachelmeyer
Print name

Signature

Pres
Title

10/13/16
Date

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: BUYER – FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/12/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the lowest responsible bidders meeting specifications and bid terms.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: NORTH SHORE AUTO & TOWING

Address: 265 EAST SHORE RD

City, State and Zip Code: MANHASSET NY 11030

2. Entity's Vendor Identification Number: 11292018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __ Closely Held Corp S CORP Other (specify)

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

SCOTT R BALTERMAN [redacted]

LESLIE BALTERMAN

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

SAME AS ABOVE

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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: JAN 13, 2016

Signed:

Print Name: Scott R Bassman

Title: Prez

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

CONTRACT FOR SERVICES

This Agreement dated as of the _____ day of _____, 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) NORTH SHORE AUTO & TOWING INC. 265 East Shore Ave., Manhasset, NY 11030 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone(s) numbered 1,3 and 4 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 $200.00
      (plus $15.00 per each additional 4,000 pounds or part thereof)
   iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

iii. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles $20.00 per day
   b. Commercial vehicles up to 30 feet in length $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length $35.00 per day

iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles $25.00 per day

b. Commercial vehicles up to 30 feet in length $35.00 per day
c. Commercial vehicles exceeding 30 feet in length $40.00 per day

v. Storage for each 24-hour period or part thereof for each day after the 30th day
a. Passenger cars, taxis and motorcycles $30.00 per day
b. Commercial vehicles up to 30 feet in length $40.00 per day
c. Commercial vehicles exceeding 30 feet in length $45.00 per day

vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
a. Passenger cars, taxis and motorcycles $20.00 per day
b. Commercial vehicles $20.00 per day

County Storage Rate

vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of $2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

viii. Brake test
a. Passenger cars, taxis and motorcycles $60.00
b. Commercial vehicles $80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zones 1 and 4:	$ 41,900.00 per annum
Zone 3:	$ 10,590.00 per annum
Total:	$ 52,490.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $ 4,374.17 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $100.00 x 0.20 = $ 20.00 / 365 = $ .05 x 15 = $ .75). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $ 52,490. with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a

claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

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

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

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including

partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

(c) 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.

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'S 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'S agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance

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

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

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be

provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) 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.

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

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner,

arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. 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.

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

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of Two Hundred Sixty Six ($266.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

_____

By: _____

Name:

Title: _____

Date: 1/14/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14 day of JANUARY in the year 2016 before me personally came Scott R Bauerman to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of [redacted]; that he or she is the OWNER of North Shore Auto Tow; 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

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2018

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14th day of Jan. in the year 2016 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 20

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law
Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it

has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been

reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Scott L Bluedorn (Name)

[redacted] (Address)

516 482-2500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of

execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___✓___has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

JANUARY 14, 2016

Dated

Signature of Chief Executive Officer

SCOTT R BAUERMAN

Name of Chief Executive Officer

Sworn to before me this

14th day of Jan, 2016

Notary Public

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232933
Qualified in Nassau County
Commission Expires Dec 20, 2018

Duplicate Original (2)

PERFORMANCE BOND

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

(Annual Form)

Bond No. [redacted]

KNOW ALL MEN BY THESE PRESENTS, that we, **North Shore Auto & Towing, Inc., 265 East Shore Road, Manhasset, NY 11030**, as Principal, and **Capitol Indemnity Corporation**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **Nassau County, 1550 Franklin Ave, Mineola, NY 11501** (Obligee), in the penal sum of **Fifty Two Thousand Four Hundred Ninety Dollars & No/100** Dollars **($52,490.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

NOTWITHSTANDING the provisions of the contract, the term of this bond shall be one year commencing January 16, 2016 until January 15, 2017 and may be extended by the Surety, at its sole discretion, by its Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all Continuations Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by Surety as supplements therein.

Sealed with our seals and dated this **13th** day of **January, 2016**.

Witness: Leslie Balterman

North Shore Auto & Towing, Inc. [Principal]

By: [signature]

Scott B. Balterman, President

Capitol Indemnity Corporation [Surety]

Witness: Dianne S. Ammermann

Dianne Ammermann, Account Specialist

By: Ronald Kaihoi

Ronald Kaihoi, Attorney-in-Fact

Bond No. [redacted]

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W. KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of January, 2016.

SEAL

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-POA (Rev. 11-13)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 13th day of January , 2016 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2020

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

Duplicate Original (2)

PERFORMANCE BOND

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

(Annual Form)

Bond No. [redacted]

KNOW ALL MEN BY THESE PRESENTS, that we, **North Shore Auto & Towing, Inc., 265 East Shore Road, Manhasset, NY 11030**, as Principal, and **Capitol Indemnity Corporation**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **Nassau County, 1550 Franklin Ave, Mineola, NY 11501** (Obligee), in the penal sum of **Fifty Two Thousand Four Hundred Ninety Dollars & No/100** Dollars (**$52,490.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

NOTWITHSTANDING the provisions of the contract, the term of this bond shall be one year commencing January 16, 2016 until January 15, 2017 and may be extended by the Surety, at its sole discretion, by its Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all Continuations Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by Surety as supplements therein.

Sealed with our seals and dated this **13th** day of **January, 2016**.

Witness: Lesley Balterman

North Shore Auto & Towing, Inc. [Principal]

By: [signature]

Scott B. Balterman, President

Capitol Indemnity Corporation [Surety]

Witness: Dianne Ammermann

By: Ronald Kaihoi

Dianne Ammermann, Account Specialist

Ronald Kaihoi, Attorney-in-Fact

Bond No. [redacted]

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of January, 2016.

Alan S. Ogilvie
Secretary

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ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 13th day of January , 2016 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC

My Commission Expires 1/31/2020

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: BUYER – FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/31/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police
	Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
9899-08144-171

Dated: JULY 31, 2014

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID OPENING DATE
AUGUST 14, 2014
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	N/A

OPENED AUG 14 2014 PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

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

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

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

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
VARIOUS NASSAU COUNTY LOCATIONS	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11292018

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	NORTH SHORE AUTO & TOWING		
ADDRESS	265 EAST SHORE ROAD		
CITY	MANHASSET	STATE NY	ZIP CODE 11030
TELEPHONE (516) 482-2100			
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	SCOTT R BALTERMAN

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: NORTH SHORE AUTO & TOWING

Address: 266 EAST SHORE RD. MANHASSET. N.Y. 11030

Telephone No: (516) 482-2500 Fax No: (516) 482-4160

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE _____ PRES.
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

QUALIFICATION STATEMENT

BIDDER'S NAME: North Shore Auto & Towing.

ADDRESS: 265 EAST SHORE RD MANHASSET NY 11030

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

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

PRESIDENT Scott R Balterman [redacted]

VICE PRESIDENT Leslie Balterman

SECRETARY Leslie Balterman

TREASURER Scott R Balterman

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes.
IF SO WHEN? 2005

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 26.

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Towing, Mechanical and collision Repair

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Scott R Balterman	Pres	35	Towing, Repairs.	All.

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

I read the bid proposal.

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

BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

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

SCOTT R BATTERMAN
[redacted]

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

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

1. REFERENCE'S NAME: NEW YORK COMMUNITY BANCORP.
ADDRESS: 615 MERRICK AVE.
WESTBURY, N.Y.
TELEPHONE (516) 683-4614. CONTACT PERSON ARNOLD.
CONTRACT DATE:

2. REFERENCE'S NAME: TOWN OF NORTH HEMPSTEAD
ADDRESS: 220 PLANDOME ROAD.
MANHASSET NY 11030.
TELEPHONE: 516-627-0590 CONTACT PERSON CLERK'S OFFICE.
CONTRACT DATE:

3. REFERENCE'S NAME: BELL AUTO SCHOOL
ADDRESS: 251 EAST SHORE Rd
MANHASSET - NY 11030
TELEPHONE: 516-365-5778 CONTACT PERSON JOEL INGRAM.
CONTRACT DATE:

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

BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

•The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
•The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
•The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to b done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 11TH day of August, 2014 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: North Shore Auto & Towing

Address: 265 EAST SHORE RD

Street: MANHASSET . NY 11030

City, Town, etc:

Telephone: 516 482 2600 Title: Pres.

If applicable, responsible Corporate Officer

Name Scott R Bauerman Title Pres

Signature: _____ Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

****

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:
Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.

6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE, he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

    THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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BIDDER SIGN HERE _____ BIDDER

_____ TITLE

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1.1 DMV Registration of tow vehicle(s).

1.2 Required Towing License(s).

1.3 Driver's License(s) of Operator(s).

1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

a. Towing to a contractor's premises	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles up to 8,000 pounds unladen	$200.00
iii. Commercial vehicles over 8,000 per each additional 4,000 pounds or part thereof	$200.00 plus $15.00
iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds	$300.00
b. Towing from a contactor's premises to a County-owned storage facility	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles	$200.00
c. Storage for each 24-hour period or part thereof for the first seven days	
i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles up to 30 feet in length	$30.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$35.00 per day
d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day	
i. Passenger cars, taxis and motorcycles	$25.00 per day

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

ii. Commercial vehicles up to 30 feet in length	$35.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$40.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day

i. Passenger cars, taxis and motorcycles	$30.00 per day
ii. Commercial vehicles up to 30 feet in length	$40.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof

i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles	$20.00 per day

g. Brake test

i. Passenger cars, taxis and motorcycles	$60.00
ii. Commercial vehicles	$80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $ 41,900 00 ANNUALLY

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER: $ 16,500.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER: $ 10,590.00 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 6 BID OFFER: $ 36,500.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER: $ 34,900.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $_____ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $_____ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $_____ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $_____ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $_____ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $_____ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $_____ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $_____ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $_____ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $_____ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $_____ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $ 38,900.00 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $_____ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23 BID OFFER $_____ANNUALLY

2010

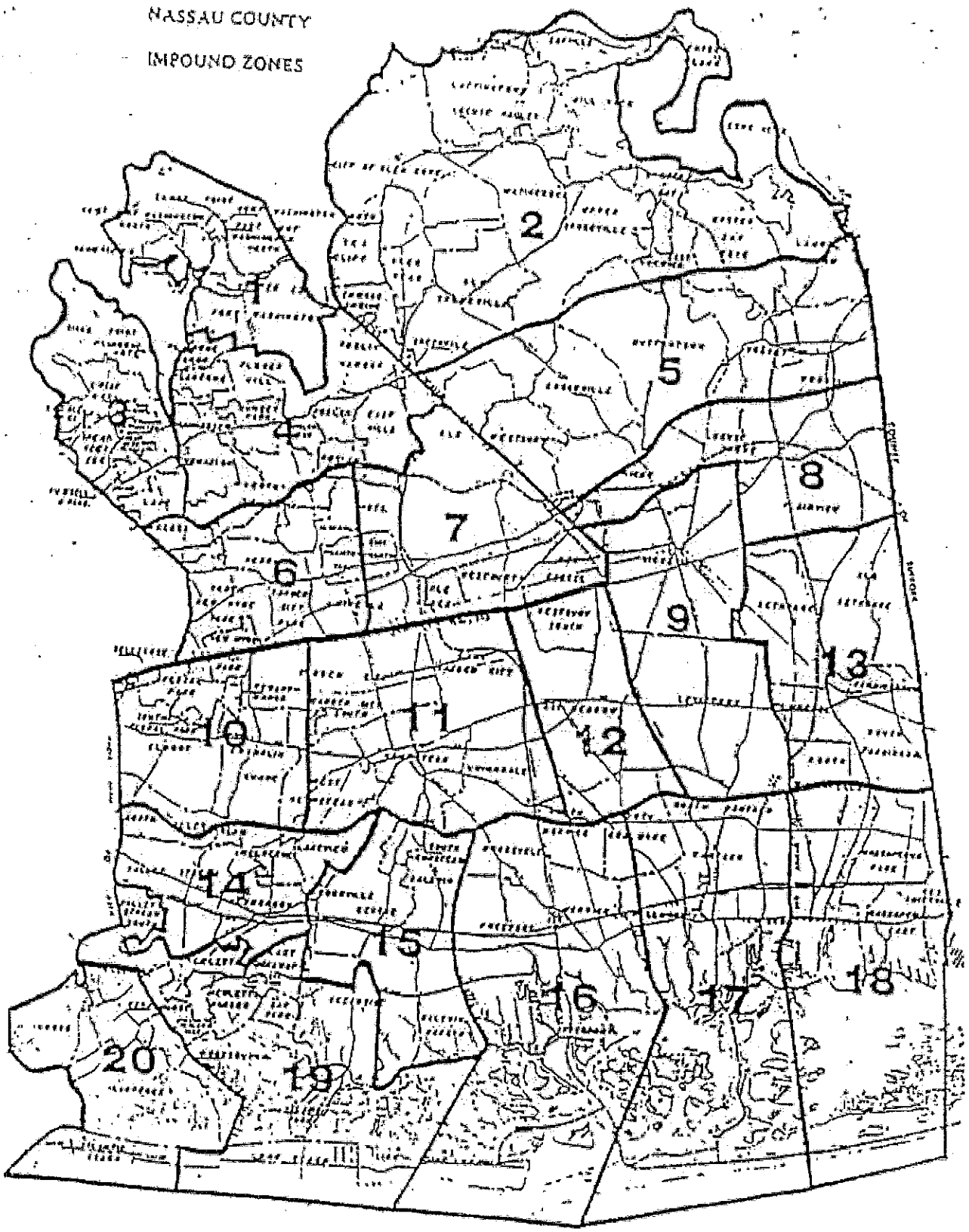
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011

Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

Zone	2012 Total Impounds
1	6
2	44
3	50
4	258
5	41
6	247
7	233
8	180
9	307
10	503
11	576
12	219
13	214
14	238
15	207
16	135
17	161
18	180
19	173
20	93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23


NASSAU COUNTY
IMPOUND ZONES
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TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

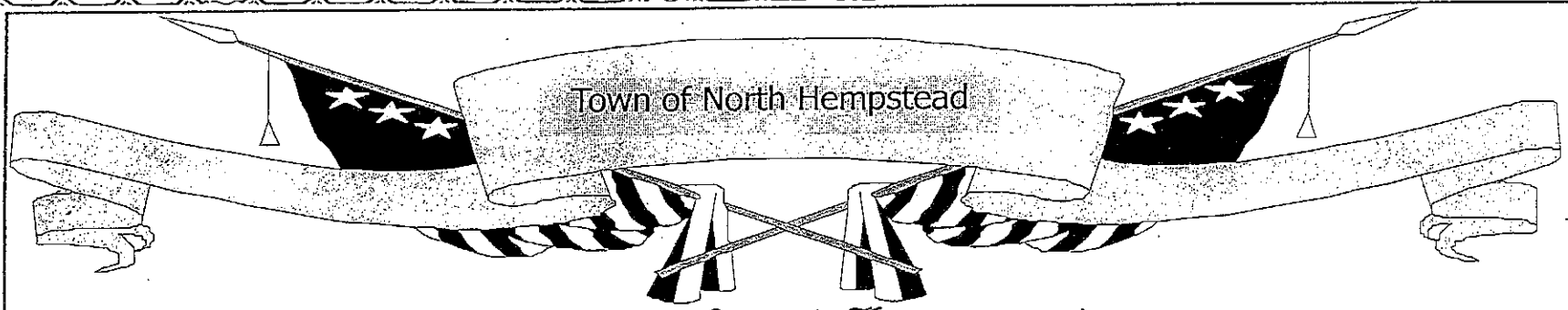
RECIPROCAL
LICENSED TOW CAR OWNER
UNRESTRICTED

4

NAME OF LICENSE OWNER			
North Shore Auto & Towing			
STREET ADDRESS			
265 East Shore Road			
POST OFFICE		STATE	ZIP CODE
Manhasset		**NY**	**11030**
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	[redacted]		**6/30/2015**

TOWN CLERK

TC-LTO-4C (6/10)



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : North Shore Auto & Towing, Inc.

Office/Terminal Located : 101 East Shore Road , Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road , Manhasset, NY 11030

License No: [redacted]

Expires: June 30, 2015

Issued By: AMA

6/30/2014

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink Jr., Town Clerk

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
   -If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
   -If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157
Binghamton, 13901 - State Office Bldg. - 44 Hawley St.- (866) 802-3604
Brooklyn, 11201 - 111 Livingston St.- Brooklyn - (800) 877-1373
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 935 James St.- (866) 802-3730

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA

AVESO DE CUMPLIMENTO
LEY DE BENEFICIOS POR
INCAPACIDAD LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semenales de su patrón o de la compañia de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningun caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
   -Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañia de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y enviela a su patrón o a la compañia de seguros nombreda abajo.
   -Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentat usted su reclamación, es necesario que su proveedor de salud complete la declaracion del médico ("Health Care Provider's Statement") en la Forma de relamacion, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario ala compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete dias, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.

Robert E. Beloten

ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la lay de Beneficios por Incapacidad).
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

Name, Address and Phone No. of DB Insurance Carrier
Guardian Life Insurance Company of America
7 Hanover Square, New York NY 10004
800-268-2525

Effective: From 08/01/1988 To 03/31/2015
(En Vigor Desde) (Hasta)

Policy No. [redacted]
(Poliza No.)

The benefits provided are (Los beneficios provistos son)

X	Statutory		Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados

Name of employer (Nombre del Patron)
NORTH SHORE AUTO & TOWING, INC

By: The Guardian Life Insurance Company of America

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.
LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

DB-120 (1-11) Prescribed by Chair
Workers' Compensation Board
State of New York

MV-839CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

2009 FORD NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

NORTH SHORE AUTO AND Expires [redacted]
TOWING INC
265 E SHORE ROAD
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]

MV-839CR (10/10)

[redacted]

2007 FORD NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

NORTH SHORE AUTO& Expires [redacted]
TOWING INC
265 E SHORE RD
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]

MV-839CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

2009 FORD NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

NORTH SHORE AUTO AND Expires [redacted]
TOWING INC
265 E SHORE ROAD
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]

MV-839TR (12/13) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

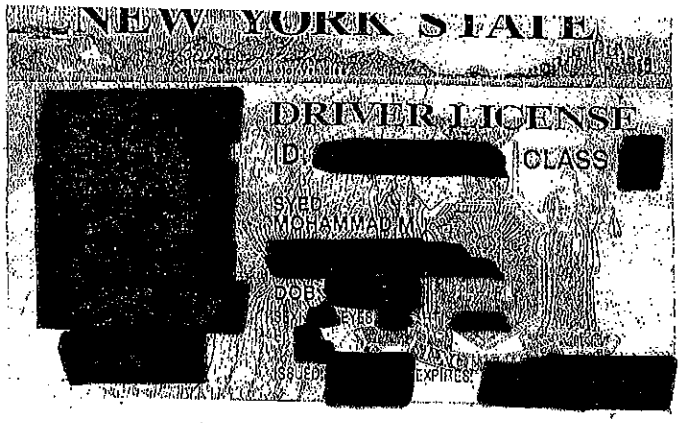
1996 FORD NONTRANSFERABLE

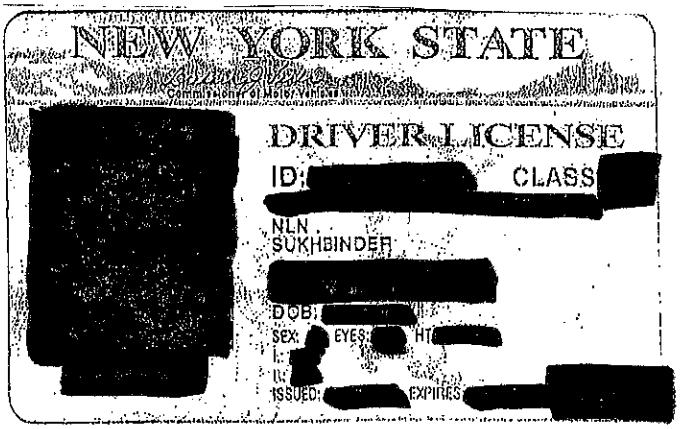
[redacted]

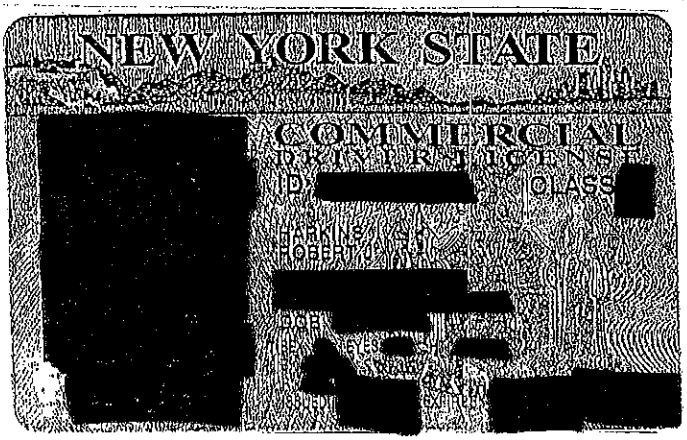
Wt/Seats Fuel/Cyl

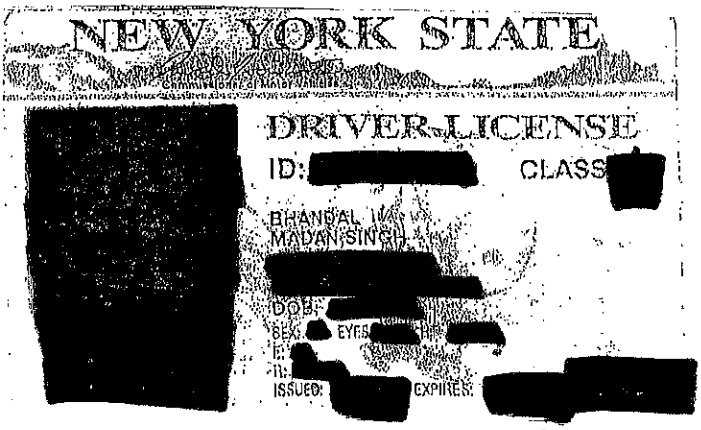
NORTHSHORE AUTO AND Expires [redacted]
TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)

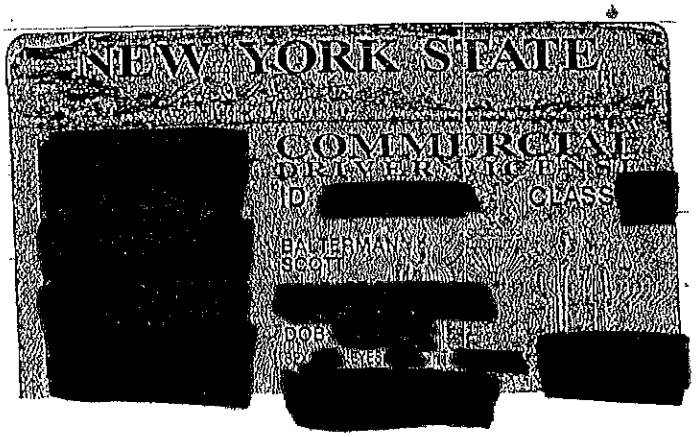
[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]


NEW YORK STATE
DRIVER LICENSE
ID: [redacted] CLASS [redacted]
SYED
MOHAMMAD M
DOB: [redacted]
SEX: [redacted] EYES: [redacted] HT: [redacted]
ISSUED: [redacted] EXPIRES: [redacted]


NEW YORK STATE
DRIVER LICENSE
ID: [redacted] CLASS [redacted]
NLN [redacted]
SUKHBINDER
DOB: [redacted]
SEX: [redacted] EYES: [redacted] HT: [redacted]
ISSUED: [redacted] EXPIRES: [redacted]


NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
ID: [redacted] CLASS [redacted]
HARKINS
HOBERT J
DOB: [redacted]
SEX: [redacted] EYES: [redacted] HT: [redacted]
ISSUED: [redacted] EXPIRES: [redacted]


NEW YORK STATE
DRIVER LICENSE
ID: [redacted] CLASS [redacted]
BHANDAL
MALKAN SINGH
DOB: [redacted]
SEX: [redacted] EYES: [redacted] HT: [redacted]
ISSUED: [redacted] EXPIRES: [redacted]


NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
ID: [redacted] CLASS [redacted]
BALTERMANN
SCOTT
DOB: [redacted]
SEX: [redacted] EYES: [redacted] HT: [redacted]

NORTH SHORE AUTO & TOWING, INC.

265 East Shore Road
Manhasset, NY 11030
(516) 482-2500

Road Service

DATE	TIME A.M. P.M.	REQUESTED BY	P.O. NO.
NAME		PHONE	
ADDRESS			
CITY		STATE	ZIP
LOCATION OF VEHICLE			
YEAR, MAKE, MODEL		COLOR	DRIVER
STATE	LIC. PLATE NO.	VEHICLE I.D. NO.	REGISTERED OWNER

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

REASON FOR TOW

- ☐ ACCIDENT
- ☐ ARREST
- ☐ UNREGISTERED
- ☐ TOW ZONE
- ☐ SNOW REMOVAL
- ☐ ABANDONED
- ☐ STOLEN CAR
- ☐ BREAK DOWN
- ☐ LOCK OUT
- ☐ START
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ IMPOUNDED
- ☐
- ☐

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY

TYPE OF TOW

- ☐ SLING/ HOIST TOW
- ☐ FLAT BED/ RAMP
- ☐ WHEEL LIFT
- ☐

TOWED PER ORDER OF

- ☐ STATE POLICE
- ☐ LOCAL POLICE
- ☐ OWNER
- ☐ DEALER

VEHICLE TOWED TO

FIRST TOW

SECOND TOW

STORAGE FROM

_____ TO _____ _____ DAYS @ $ _____

PAID BY

☐ CASH ☐ CHECK DRIVERS LIC. NO. _____

☐ CREDIT CARD ☐ MC ☐ VISA ☐ AMEX EXP. DATE _____

CC NO. _____

OPERATOR'S SIGNATURE _____ DATE _____

TRUCK NO. _____

AUTHORIZED SIGNATURE _____ DATE _____

VEHICLE RELEASED TO _____ DATE _____

TOWING CHARGE	
MILEAGE CHARGE	
EXTRA PERSON	
SPECIAL EQUIPMENT	
LABOR CHARGE	
STORAGE	
SUB-TOTAL	
TAX	
TOTAL	

5008

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control.

Thank You

PRODUCT 2525

A 495— House lease, plain English format, furnished or unfurnished. 11-78. O

© 1978 BY JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD: SCOTTVIC REALTY

[redacted]

Address for Notices: [redacted]

TENANT: NORTH SHORE AUTO & TOWING
265 EAST SHORE RD
MANHASSET NY 11030

Premises: 265 EAST SHORE ROAD MANHASSET N.Y. 11030

Lease date: FEB 1, 2014	Term 10 YEARS	Yearly Rent $ [redacted]
	beginning 2-1-2014	Monthly Rent $
	ending 2-1-2024	Security $

1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating**

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

11. Fire, damage

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of

23. Written instructions

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. Illegality

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings

The Paragraph headings are for convenience only.

30. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures The parties have entered into this Lease on the date first above stated.

LANDLORD:

SCOTTIVIC REALTY CORP
265 EAST SHORE RD.
MANHASSET NY 11030

WITNESS:

TENANT:

NORTH SHORE AUTO & TOWING INC.
265 East Shore Road
Manhasset, N.Y. 11030
(516) 482-2500

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified

A 495-- House lease, plain English format, furnished or unfurnished, 11-78. ©

© 1978 BY JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD: 275 EAST SHORE ROAD

[redacted]

Address for Notices: [redacted]

TENANT: North Shore Auto Towing
265 EAST SHORE ROAD
Manhasset NY 11030

Premises: 275 EAST Shore RD Great Neck. N.Y.

Lease date: 5-1-09	Term 10 years	Yearly Rent $ [redacted]
	beginning 5-1-09	Monthly Rent $
	ending 5-1-19	Security $

1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating**

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. Illegality

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings

The Paragraph headings are for convenience only.

30. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures The parties have entered into this Lease on the date first above stated.

LANDLORD:

WITNESS:

TENANT:

NORTH SHORE AUTO & TOWING INC.
265 East Shore Road
Manhasset, N.Y. 11030
(516) 482-2500

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

A 495– House lease, plain English format, furnished or unfurnished, 11-78. ◇

© 1978 BY JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD: SCOTTVIC REALTY

[redacted]

Address for Notices [redacted]

TENANT: NORTH SHORE AUTO & TOWING

265 EAST SHORE ROAD

MANHASSET NY 11030

Premises: 101 EAST SHORE RD MANHASSET NY

Lease date: MAY 1-09	Term 10 YEARS	Yearly Rent $ [redacted]
	beginning 5-1-09	Monthly Rent $
	ending 5-1-19	Security $

1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating**

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

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Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

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This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

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If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

23. Written instructions

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. Illegality

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings

The Paragraph headings are for convenience only.

30. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures The parties have entered into this Lease on the date first above stated.

LANDLORD: SCOTTIVIC REALTY CORP

TENANT: NORTH SHORE AUTO & TOWING INC.
265 East Shore Road
Manhasset, N.Y. 11030
(516) 482-2500

WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

E-34-16

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 02-03-2016

1) Bidder's/Proposer's Legal Name: NORTH SHORE AUTO & TOWING INC

2) Address of Place of Business: 265 EAST SHORE RD MANHASSET, NY 11030

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-482-2500

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2922018

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 18 P 2:40

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ S Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO CONFLICT EXISTS

b) Please describe 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. SHOULD ANY POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED BY THEM ACCORDINGLY.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation; SEE APPENDIX A

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SEE APPENDIX A

iii) Name, address and position of all officers and directors of the company; SEE APPENDIX A

iv) State of incorporation (if applicable); SEE APPENDIX A

v) The number of employees in the firm; SEE APPENDIX A

vi) Annual revenue of firm; SEE APPENDIX A

vii) Summary of relevant accomplishments OEM CERTIFIED BY VARIOUS MFGRS FOR AUTO BODY REPAIR - I CAR GOLD STATUS

viii) Copies of all state and local licenses and permits. SEE ATTACHED

B. Indicate number of years in business. 27

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. WE ARE A NYS INSPECTION FACILITY, WE HAVE COMPETENTLY PERFORMED THESE SERVICES FOR THE COUNTY IN THE PAST.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NEW YORK COMMUNITY BANCORP

Contact Person ANGELO APOSTOLOPOULOUS

Address 615 MERRICK AVE

City/State WESTBURY, NY

Telephone 718-229-2233

Fax # N/A

E-Mail Address ANGELO.APOSTOLOPOULOUS@NYCB.COM

Company TOWN OF NORTH HEMPSTEAD

Contact Person CLERKS OFFICE - TOWING DEPT

Address 200 PLANDOME ROAD

City/State MANHASSET, NY 11030

Telephone 516-627-0590

Fax # N/A

E-Mail Address N/A

Company TOWER FORD

Contact Person LARRY ORLANDO

Address 124 SOUTH MIDDLE NECK RD

City/State GREAT NECK, NY 11021

Telephone 516-466-6400

Fax # 516-466-6456

E-Mail Address N/A

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- WE OWN THE PROPERTY WHERE OUR BUSINESS & STORAGE YARD ARE LOCATED
- WE OWN (WITH NO LOANS) ALL TOWING EQUIPMENT
- WE WERE ONE OF THE TOP RATED NY "AAA" STATIONS DURING PRIOR TO BECOMING A NASSAU COUNTY IMPOUND FACILITY.
- WE SUPPLY 24 HOUR SERVICE - WITH STAFF AROUND THE CLOCK.
- WE ARE A NYS INSPECTION FACILITY

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, S.L. BACKMAN, 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 3rd day of Feb 2016

Notary Public

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2016

Name of submitting business: NORTH SHORE AUTO & TOWING INC

By: SCOTT RANDY BALTERMAN Print name

Signature

PRESIDENT
Title

02 / 03 / 2016 Date

PQF (02/2016)

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name SCOTT RANDY BALTERMAN
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 265 EAST SHORE ROAD
   City/state/zip MANHASSET, NY 11030
   Telephone (W) 516-482-2500 (C) [redacted]
   Other present address(es) NONE
   City/state/zip NONE
   Telephone NONE
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 07/01/88 Treasurer 07/01/88
   Chairman of Board ___/___/___ Shareholder ___/___/___ N/A
   Chief Exec. Officer ___/___/___ Secretary ___/___/___ N/A
   Chief Financial Officer ___/___/___ Partner ___/___/___ N/A
   Vice President ___/___/___ ___/___/___ N/A
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES 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? NO X YES ___ 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? NO ___ YES 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? NO X YES ___ If Yes, provide details.

275 EAST SHORE REALTY LLC — SCOTTVIC REALTY CORP
280 EAST SHORE REALTY LLC — NORTH SHORE AUTO & DETAILING INC (INACTIVE)

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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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.) NO

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott Balterman, 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 3rd day of Feb 2016

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2019

Woo K
Notary Public

NORTH SHORE AUTO & TOWING INC
Name of submitting business

SCOTT RANDY BALTERMAN
Print name

Signature

PRESIDENT
Title

02 / 03 / 16
Date

Appendix A

*North Shore Auto & Towing Inc. was formed July 1, 1988
*People having a financial interest in North Shore Auto & Towing Inc. and corporate officers, are as follows;
Scott Randal Balterman- President [redacted] Leslie Balterman- Vice President [redacted]
*New York is the State of Incorporation
*Approximately 20 people employed at North Shore Auto & Towing Inc.
*Gross Income is approximately [redacted]

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. [redacted]

Validation Date and Number: 06/30/14 [redacted]

This person is LICENSED AS A
PUBLIC INSPECTION STATION
pursuant to the provisions of the Vehicle and Traffic Law.
1A-1B

NORTH SHORE AUTO & TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

MV-61P (11/95)

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead. entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau. is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name :	North Shore Auto & Towing, Inc.
Office/Terminal Located :	101 East Shore Road , Manhasset, NY 11030
Storage Facility Located:	265 East Shore Road , Manhasset, NY 11030
License No:	[redacted]
Expires:	June 30, 2016
Issued By:	AMA
	6/30/2015
	Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

RECIPROCAL
LICENSED TOW CAR OWNER

2

UNRESTRICTED

NAME OF LICENSE OWNER			
North Shore Auto & Towing			
STREET ADDRESS			
265 East Shore Road			
POST OFFICE		STATE	ZIP CODE
Manhasset		NY	11030
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	[redacted]		6/30/2016

TOWN CLERK

TC-LTO-4C (6/10)

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

11-2922018

(Use this number on all returns and correspondence)

VALIDATED

8/20/2009

Dept of Tax and Finance

NORTH SHORE AUTO & TOWING, INC.
265 E SHORE RD
MANHASSET NY 11030-2923

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

[redacted] [redacted]

DTF-17-A-R (11/08)

E-34-17

Town of North Hempstead

2016 FEB 29 P 1:58

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead for the term herein described.

Company Name : North Shore Auto & Towing, Inc.

Office/Terminal Located : 101 East Shore Road , Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road , Manhasset, NY 11030

License No: [redacted]

Expires: June 30, 2016

Issued By: AMA
6/30/2015
Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AVE, OYSTER BAY, NY 11771
Telephone (516) 624-6322

RECIPROCAL
LICENSED TOW CAR OWNER
UNRESTRICTED

2

NAME OF LICENSE OWNER			
North Shore Auto & Towing			
STREET ADDRESS			
265 East Shore Road			
POST OFFICE		STATE	ZIP CODE
Mainhasset		NY	11030
NUMBER OF VEHICLES	NUMBERS ISSUED		THIS LICENSE EXPIRES
4	[redacted]		6/30/2016

TOWN CLERK

TC-LTO-AC (6/10)

Contract ID#: CQPD16000004

E-35-16

Department: POLICE

Contract Details

SERVICE County Impound & Towing

NIFS ID #: CQPD16000004 NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
All County Hook Up Towing Inc d/b/a All County Towing and Recovery	Vendor ID#: 743067002
Addresses: 66 E. Merrick Road Freeport, NY 11520	Contact Person Joseph Calvagno Phone: 516-378-9486 allcountytows@aol.com

County Department
Department Contact **Gail McGrath-Gough** **Gmcgrath-gough@PDCN.org**
Address PAB 1490 – Room 250 Franklin Ave., Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* 1/21/16 *NIFS Appvl (Dept. Head)*	☒ ☐		Cass Jones	
	OMB	*NIFS Approval*	☐	1/22/16		Yes ☐ No ☒
	Vertical DCE	*NIFS Approval*	☐			
	Department	*Vendor Administration* *NIFS Appvl (Dept. Head)*	☐ ☐			
1/22/16	County Attorney	*CA RE&I Verification*	☑	1/22/16		
1/22/16	County Attorney	*CA Approval as to form*	☑	1/22/16		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐	1/25/16	Corcette A Bellevue	
	LEG Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐			
	County Comptroller	*NIFS Approval*	☐			
1/25/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	1/25/16		

RECEIVED
NASSAU COUNTY
LEGISLATURE
CLERK OF THE
2016 JAN 25 P 4:22

PR5254 (8/03)

Contract ID#: CQPD16000004

Department: POLICE

Contract Summary

Description: Contract for services related to County Impound and Towing

Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

Method of Procurement: Formal Sealed Bidding Process.

Procurement History: Bid Number 9899-08144-171

Description of General Provisions: Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):

Zone 14:	$ 24,701.00	per annum
Zone 15:	$ 12,900.00	per annum
Zone 16:	$ 24,512.00	per annum
Zone 19:	$ 30,200.00	per annum
Zone 20:	$ 15,000.00	per annum
Total:	$ 107,313.00	per annum
	$ 8,942.75.	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 30,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 30,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 30,000
2		$
3		$
4		$
5	R. Amato 1/22/16	$
6		$
	TOTAL	$ 30,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date:** 1/15/16

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 1/25/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/03)

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: ALL COUNTY HOOK UP TOWING INC

CONTRACTOR ADDRESS: 66 EAST MERRICK ROAD FREEPORT, NY 11520

FEDERAL TAX ID #: 743067002

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 highest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in **NEWSDAY** [newspaper] on **JULY 31, 2014**. The sealed bids were publicly opened on **AUGUST 14, 2014.** **10** [#] 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 _____[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.

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.

CAH

Department Head Signature

01/22/16

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.***

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/16/15

1) Bidder's/Proposer's Legal Name: All County hook-up towing INC.

2) Address of Place of Business: 66 E. Merrick Rd Freeport NY 11520

List all other business addresses used within last five years:
4370 Austin Blvd Island Park NY. 11558

3) Mailing Address (if different): Same

Phone: 516-378-9486

Does the business own or rent its facilities? OWN + Rent

4) Dun and Bradstreet number: 07-933-7045

5) Federal I.D. Number: 743067002

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes X No ___ If Yes, please provide details: Our Auto body Shop

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: our Auto body Shop

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company New York State DoT

Contact Person Jessica

Address 140 Nicon ct

City/State Hauppauge New York

Telephone 631-904-3055

Fax # 631-234-3637

E-Mail Address

Company Inc village of Rockville Centre

Contact Person Commissoner Gennario

Address 34 maple Ave

City/State Rockville Centre N.Y. 11570

Telephone 516-766-1500

Fax #

E-Mail Address

Company Inc village of Freeport

Contact Person Rob Finnse

Address 46 North Ocean Ave

City/State Freeport N.Y. 11520

Telephone 516-377-2289

Fax #

E-Mail Address

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Joseph Calvagno
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 66 E Merrick Rd
   City/state/zip Freeport N.Y. 11520
   Telephone 516-378-9486
   Other present address(es) _____
   City/state/zip _____
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/1/01 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?
   NO ___ YES X If Yes, provide details. Im the owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES X If Yes, provide details. Tow truck loans

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? NO X YES ___; 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? NO ___ YES X If Yes, provide details.
   New York State DOT Contract for towing
   Village of Freeport Contract for towing

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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Galvagno, 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 21ST day of October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4520421
Qualified In Nassau County
Commission Expires June 30, 2019

Notary Public

Name of submitting business: All County hook up towing INC.

By: Joseph Galvagno
Print name

Signature

Pres.
Title

10/16/15
Date

ALL COUNTY
TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately $[redacted]

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,

Joseph Calvagno

President

All County Towing

[redacted]

4370 Austin Blvd Island Park NY 11558 Fax: 516-379-0270 Phone: 516-432-9505

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Calvagno, 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 21ST day of October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

Notary Public

All County hookup towing INC.
Name of submitting business

Joseph Calvagno
Print name

Signature

Pres
Title

10/16/15
Date

E-3546

RULES RESOLUTION NO. 68– 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY HOOK UP TOWING INC, D/B/A ALL COUNTY TOWING AND RECOVERY

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 3-7-16
(or Roll Call)
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with All County Hook Up Towing, Inc. d/b/a All County Towing and Recovery for impound and towing related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with All County Hook Up Towing, Inc. d/b/a All County Towing and Recovery

POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: **COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS**

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

a) Required towing vehicles
b) Required fenced and lighted premises
c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heave duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.

Robert M. Sputo
Detective Lieutenant

Nassau County Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

All County Hook Up Towing Inc
d/b/a All County Towing and Recovery
Attn: Joseph Calvagno
66 E. Merrick Road
Freeport, NY 11520

Re: County Impound Garage Contracts
Bid Number 9899-08144-171

Dear Mr. Calvagno:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Zone 14:	$ 24,701.00	per annum
Zone 15:	$ 12,900.00	per annum
Zone 16:	$ 24,512.00	per annum
Zone 19:	$ 30,200.00	per annum
Zone 20:	$ 15,000.00	per annum
Total:	$ 107,313.00	per annum
	$ 8,942.75.	per month

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is $4,615.61.

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following **immediately** to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required insurance documentation;
- Administrative Fee ($533.00)

- First pro-rata installment of $4,615.61

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/31/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

Items	Bid Results Bidder
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: All County towing & Recovery

Address: 66 E. merrick Rd

City, State and Zip Code: Freeport NY. 11520

2. Entity's Vendor Identification Number: 743067002

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Joseph Calvagno

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Joseph Calvagno

[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 1/12/16

Signed: _____

Print Name: Joseph Calvagno

Title: Pres.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

This Agreement dated as of the _____ day of _____, 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) ALL COUNTY TOWING & RECOVERY 66 E. Merrick Road, Freeport, NY 11520 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone(s) numbered 14, 15, 16, 19 and 20 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

i. Towing to a contractor's premises
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles up to 8,000 pounds unladen $200.00
   c. Commercial vehicles over 8,000 $200.00
      (plus $15.00 per each additional 4,000 pounds or part thereof)
   iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds $300.00

ii. Towing from a contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

iii. Storage for each 24-hour period or part thereof for the first seven days
   a. Passenger cars, taxis and motorcycles $20.00 per day
   b. Commercial vehicles up to 30 feet in length $30.00 per day
   c. Commercial vehicles exceeding 30 feet in length $35.00 per day

iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
   a. Passenger cars, taxis and motorcycles $25.00 per day

b. Commercial vehicles up to 30 feet in length $35.00 per day
c. Commercial vehicles exceeding 30 feet in length $40.00 per day

v. Storage for each 24-hour period or part thereof for each day after the 30th day
a. Passenger cars, taxis and motorcycles $30.00 per day
b. Commercial vehicles up to 30 feet in length $40.00 per day
c. Commercial vehicles exceeding 30 feet in length $45.00 per day

vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
a. Passenger cars, taxis and motorcycles $20.00 per day
b. Commercial vehicles $20.00 per day

County Storage Rate

vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of $2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

viii. Brake test
a. Passenger cars, taxis and motorcycles $60.00
b. Commercial vehicles $80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 14:	$ 24,701.00 per annum
Zone 15:	$ 12,900.00 per annum
Zone 16:	$ 24,512.00 per annum
Zone 19:	$ 30,200.00 per annum
Zone 20:	$ 15,000.00 per annum
Total:	$ 107,313.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $ 8,942.75 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $100.00 x 0.20 = $ 20.00 / 365 = $ .05 x 15 = $ .75). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $ 107,313.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to

paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the CONTRACTOR and any funding source including the COUNTY.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the CONTRACTOR following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the CONTRACTOR received notice that the COUNTY did not desire to receive such services.

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. 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. 6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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.

(c) 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.

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'S 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'S agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not

be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other

required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the COUNTY upon thirty (30) days' written notice to the CONTRACTOR, (ii) for "Cause" by the COUNTY immediately upon the receipt by the CONTRACTOR of written notice of termination, (iii) upon mutual written Agreement of the COUNTY and the CONTRACTOR, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) 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.

12. Accounting Procedures; Records. (a) The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall

provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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. 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.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. 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.

17. 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.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of Five Hundred Thirty Three ($533.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person unless (i) all COUNTY approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the COUNTY from the state and/or federal governments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY have executed this Agreement as of the date first above written.

_____

By: _____

Name: Joseph Calvagno

Title: Pres.

Date: 1/12/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14TH day of January in the year 2016 before me personally came Joseph Calvagno to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of [redacted]; that he or she is the president of All County Hook Up Towing, 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.

Craig Roberts

NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law
Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be

inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other

activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Joseph Calvagno (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

ALLCO-1 OP ID: BC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stafford & Company 1000 N. Main Street Fall River, MA 02720 Raymond DeSormier	CONTACT NAME: Beverly Carreiro PHONE (A/C, No, Ext): 508-673-5893 FAX (A/C, No): 508-677-0792 E-MAIL ADDRESS: bcarreiro@stafford-insurance.com
INSURED All County Hook Up Towing Inc dba All County Towing & Recovery 66 E Merrick Rd Freeport, NY 11520	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel Insurance Company INSURER B: ACE American Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	05/01/2015	05/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[redacted]	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
X	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			[redacted]	06/09/2015	05/01/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Transportation			[redacted]	05/01/2015	05/01/2016	On Hook MTC	250,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Legal Liability POI# [redacted] limit $200,000

CERTIFICATE HOLDER

NASSAUC

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: All County Hook up towing INC.

Address: 1616 E Merrick Rd Freeport, NY 11520

Telephone No: 516 378-9486 Fax No:

1. State Whether: A Corporation S corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Pres TITLE

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/12/16
Dated

Signature of Chief Executive Officer

Joseph Caluagno
Name of Chief Executive Officer

Sworn to before me this

12 day of January, 2016

Notary Public

DIANE P. ALESCI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6182545
Qualified in Suffolk County
My Commission Expires March 24, 2016

Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033

PERFORMANCE BOND

(Multiple Years – Non-construction)

BOND NO: [redacted]
Executed in Duplicate

KNOW ALL BY THESE PRESENTS, That, All County Towing and Recovery, Inc. as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held and firmly bound unto Nassau County Police Department as Obligee, in the sum of One Hundred Seven Thousand Three Hundred and Thirteen Dollars and 00/100's Dollars ($107,313.00) for the payment of which sum well and truly to be made we bind ourselves our personal representatives, successors and assigns, jointly, and severally.

WHEREAS, Principal has entered into a written agreement with Obligee dated January 11, 2016 for County Imporund Garage Contracts- Bid Number- 9899-08144-171

NOW, THEREFORE, if said Principal shall well and truly perform all the terms, covenants, conditions and obligations of said Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect subject to the following expressed conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

1) This bond shall become effective on January 14, 2016 and shall expire on January 14, 2017. If the bond is renewed by Surety at its sole discretion, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, exceed the total amount of $107,313.00.
2) That no liability shall accrue under this bond until the Obligee has met all its obligations under the Agreement dated January 11, 2016 .
3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days written notice of its intention to the Obligee; however, the Surety shall nevertheless remain liable for any and all accrued indebtedness of the Principal incurred prior to the termination date.
4) The failure of the Principal to provide alternative security, after the Surety has excercised its rights to terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
5) In the event of default by the Principal in performance of the Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obigee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 14th day of January 2016.

All County Towing and Recovery, Inc.
(Principal)

Witness

By
(Name & Title)

Witness

Platte River Insurance Company
By
Diane P. Alesci , Attorney-In-Fact

Individual Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

_____

to me known and known to me to be the person described in and who executed the foregoing instrument and ____he_____ thereupon acknowledged to me that _____he_____ executed the same.

_____ Notary Public

Partnership/L.L.C. Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

_____

to me known and known to me to be one of the firm of _____

described in and who executed the foregoing instrument and _____he_____ thereupon acknowledged to me that _____he_____ executed the same as and for the act and deed of said firm.

_____ Notary Public

Corporate Acknowledgment

State of New York

County of Nassau

On the 14 day of January, 2016, before me personally appeared _____

Joseph P. Calvagno

to me known, who being by me duly sworn, did depose and say that _____he_____ is the _____

President of the All County Towing + Recovery Inc.

the corporation described in and which executed the foregoing instrument; that _____he_____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that _____he_____ signed his/her name thereto by like order.

Shirley P. Croker Notary Public

SHIRLEY P CROKER
Notary Public, State of New York
No. 01CR6125873
Qualified in Nassau County
Commission Expires April 25, 2017

ACKNOWLEDGEMENT OF SURETY

State of New York ┐
} ss.
County of Nassau ┘

On January 14, 2016 , before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker
Notary Public

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

[redacted]

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED$20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

DANIEL W. KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14 day of January, 2016.

SEAL

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 02-2015)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:	
Bonds	[redacted]
Common stocks	
Cash, cash equivalents and short-term investments	
Receivables for securities	
Total cash and invested assets	
Investment income due and accrued	
Uncollected premiums and agents' balances in course of collection	
Deferred premiums, agents' balances and installments booked but deferred and not yet due	
Amounts recoverable from reinsurers	
Current federal and foreign income tax recoverable and interest thereon	
Net deferred tax asset	
Receivables from parent, subsidiaries and affiliates	
Other admitted assets	
Total admitted assets	

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	[redacted]
Reinsurance payable on paid losses and loss adjustment expenses	
Loss adjustment expenses	
Commissions payable, contingent commissions and other similar charges	
Other expenses (excluding taxes, licenses and fees)	
Taxes, licenses and fees (excluding federal and foreign income taxes)	
Unearned premiums	
Ceded reinsurance premiums payable (net of ceding commissions)	
Amounts withheld or retained by company for account of others	
Other liabilities	
Total liabilities	
Surplus as regards policyholders:	
Common capital stock	
Gross paid in and contributed surplus	
Unassigned funds (surplus)	
Surplus as regards policyholders	
Total liabilities and capital and surplus	

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY
CORPORATE
SEAL
NEBRASKA

Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033

PERFORMANCE BOND

(Multiple Years – Non-construction)

BOND NO. [redacted]
Executed in Duplicate

KNOW ALL BY THESE PRESENTS, That, All County Towing and Recovery, Inc. as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held and firmly bound unto Nassau County Police Department as Obligee, in the sum of One Hundred Seven Thousand Three Hundred and Thirteen Dollars and 00/100's Dollars ($107,313.00) for the payment of which sum well and truly to be made we bind ourselves our personal representatives, successors and assigns, jointly, and severally.

WHEREAS, Principal has entered into a written agreement with Obligee dated January 11, 2016 for County Imporund Garage Contracts- Bid Number- 9899-08144-171

NOW, THEREFORE, if said Principal shall well and truly perform all the terms, covenants, conditions and obligations of said Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect subject to the following expressed conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

1) This bond shall become effective on January 14, 2016 and shall expire on January 14, 2017. If the bond is renewed by Surety at its sole discretion, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, exceed the total amount of $107,313.00.
2) That no liability shall accrue under this bond until the Obligee has met all its obligations under the Agreement dated January 11, 2016 .
3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days written notice of its intention to the Obligee; however, the Surety shall nevertheless remain liable for any and all accrued indebtedness of the Principal incurred prior to the termination date.
4) The failure of the Principal to provide alternative security, after the Surety has excercised its rights to terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
5) In the event of default by the Principal in performance of the Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obigee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 14th day of January 2016.

All County Towing and Recovery, Inc.
(Principal)

By _____
(Name & Title)

Witness

Platte River Insurance Company

By _____
Diane P. Alesci , Attorney-In-Fact

Witness

Individual Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

_____

to me known and known to me to be the person described in and who executed the foregoing instrument and ____he_____ thereupon acknowledged to me that _____he_____ executed the same.

_____ Notary Public

Partnership/L.L.C. Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

_____

to me known and known to me to be one of the firm of _____

described in and who executed the foregoing instrument and _____he_____ thereupon acknowledged to me that _____he_____ executed the same as and for the act and deed of said firm.

_____ Notary Public

Corporate Acknowledgment

State of New York

County of Nassau

On the 14 day of January, 20 14, before me personally appeared _____

Joseph P. Calvagna

to me known, who being by me duly sworn, did depose and say that _____he_____ is the _____

President of the ALL County Towing & Recovery Inc.

the corporation described in and which executed the foregoing instrument; that _____he_____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that _____he_____ signed his/her name thereto by like order.

SHIRLEY P CROKER
Notary Public, State of New York
No. 01CR6125873
Qualified in Nassau County
Commission Expires April 25, 20 17

Shirley P. Croker Notary Public

ACKNOWLEDGEMENT OF SURETY

State of New York
County of Nassau } ss.

On January 14, 2016 , before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker
Notary Public

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

[redacted]

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED$20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14 day of January, 2015.

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 02-2015)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:	
Bonds	
Common stocks	
Cash, cash equivalents and short-term investments	
Receivables for securities	
Total cash and invested assets	
Investment income due and accrued	
Uncollected premiums and agents' balances in course of collection	
Deferred premiums, agents' balances and installments booked but deferred and not yet due	
Amounts recoverable from reinsurers	
Current federal and foreign income tax recoverable and interest thereon	
Net deferred tax asset	
Receivables from parent, subsidiaries and affiliates	
Other admitted assets	
Total admitted assets	

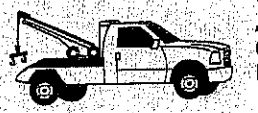
Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	
Reinsurance payable on paid losses and loss adjustment expenses	
Loss adjustment expenses	
Commissions payable, contingent commissions and other similar charges	
Other expenses (excluding taxes, licenses and fees)	
Taxes, licenses and fees (excluding federal and foreign income taxes)	
Unearned premiums	
Ceded reinsurance premiums payable (net of ceding commissions)	
Amounts withheld or retained by company for account of others	
Other liabilities	
Total liabilities	
Surplus as regards policyholders:	
Common capital stock	
Gross paid in and contributed surplus	
Unassigned funds (surplus)	
Surplus as regards policyholders	
Total liabilities and capital and surplus	

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY
CORPORATE
SEAL
NEBRASKA



All County Hook Up Towing, Inc.
66 E. Merrick Rd
Freeport, NY 11520

JPMORGAN CHASE BANK
Sunrise Highway
Freeport, NY 11520
1-2/210

[redacted]

1/14/2016

PAY TO THE ORDER OF Treasurer of Nassau County

$**4,615.61

Four Thousand Six Hundred Fifteen and 61/100********** DOLLARS

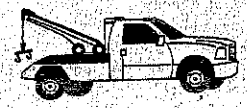
Treasurer of Nassau County
Personnel and Accounting Bureau
1490 Franklin Ave - 2nd Fl - Rm 250
Mineola, NY 11501
Attn: Gail McGrath-Gough

MEMO Cust #ARPDA1ALLCOU 01

MP

[redacted]

© 2005 INTUIT INC. # 127 1-800-433-8610



All County Hook Up Towing, Inc.
66 E. Merrick Rd
Freeport, NY 11520

JPMORGAN CHASE BANK
Sunrise Highway
Freeport, NY 11520
1-2/210

[redacted]

1/14/2016

PAY TO THE ORDER OF Treasurer of Nassau County

$ **533.00

Five Hundred Thirty-Three and 00/100********** DOLLARS

Treasurer of Nassau County
Personnel and Accounting Bureau
1490 Franklin Ave - 2nd Fl - Rm 250
Mineola, NY 11501
Attn: Gail McGrath-Gough

MEMO Cust #ARPDA1ALLCOU 01

MP

[redacted]

© 2005 INTUIT INC. # 127 1-800-433-8810

FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171 OPEN January 11, 2016
TITLE: County Impound Garage Contracts
DATE: January 11, 2016
TO: **BUYER –** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: January 11, 2016
To: Supervisor From: Buyer: Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 1/31/16

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to North
	Shore Auto and Towing for Zones 1, 3 and 4
	Recommend an award be given to C & R
	Automotive for Zones 2,5,8,9,12,13,17,18
	22 and 23
	Recommend an award be given to A1 Grand
	Auto Body Inc. for Zones 6,7,10 and11.
	Recommend an award be given to All
	County Towing & Recovery for Zones
	14,15,16,19 and 20.
	Recommend an award be given to T&D
	Towing Corporation for Zone 21
	Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.

FORMAL SEALED BID PROPOSAL

(5)

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
9899-08144-171

Dated: JULY 31, 2014

BID OPENING DATE
AUGUST 14, 2014
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	OPEN/AD

OFFICE OF PURCHASING 2014

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
VARIOUS NASSAU COUNTY LOCATIONS	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 743067002

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER All County Hook up towing Inc.

ADDRESS 666 E Merrick Rd

CITY Freeport STATE NY ZIP CODE 11520 TELEPHONE 516 378 9486

SIGNATURE OF AUTHORIZED INDIVIDUAL

Joseph Calvagno pres
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison wit deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: All County Hook up towing INC.

Address: 1616 E Merrick Rd Freeport, NY 11520

Telephone No: 516 378-9486 Fax No:

1. State Whether: A Corporation S corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ Pres

BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

QUALIFICATION STATEMENT

BIDDER'S NAME: All County Hook up Towing INC.

ADDRESS: 166 E Merrick Rd Freeport, Ny 11520

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Joseph Calvagno [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO WHEN? last contracted period

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13 yrs

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto body & Auto Repair

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Joseph Calvagno	owner	15yrs	towing & Recovery	35 calls per Day

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have inspected this proposed work very Thoroughly, and we are a Full Service towing and recovery compan That has served the Nassau County Police Dept. for the last 8 years

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Joseph Calvagno owner

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: NY State Police Troop L
ADDRESS: 1 Souther State pkwy
Valley Stream, NY 11580
TELEPHONE: 516-561-8883 CONTACT PERSON Trp Dan Clifford
CONTRACT DATE: October 2013-2017

2. REFERENCE'S NAME: NYS DOT
ADDRESS: 250 Veterans Memorial Highway
Hauppauge, NY 11788
TELEPHONE: 631-904-3055 CONTACT PERSON Jessica
CONTRACT DATE: October 2013-2017

3. REFERENCE'S NAME: Inc Village of Rockville Centre
ADDRESS: one College Pl
Rockville Centre, NY 11571
TELEPHONE: 516 678-9213 CONTACT PERSON Anne Sheppard
CONTRACT DATE: October 2011-2014

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** Pres **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

•The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
•The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
•The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS ($1,000.00).** Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to b done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

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All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-08144-171

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this_____day of _____, 20_____ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: All County Hook Up Towing Inc.

Address: 666 E Merrick Rd

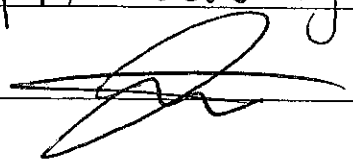
Street: East Merrick Rd

City, Town, etc: Freeport, NY 11520

Telephone: 516 378-9486 Title: pres.

If applicable, responsible Corporate Officer

Name Joseph Caluagno Title pres.

Signature:  Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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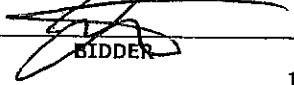
BIDDER SIGN HERE  **BIDDER** pres **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER **TITLE**

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

****

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:
Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

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_____ TITLE

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.

6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE, he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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BIDDER SIGN HERE _____ **BIDDER**

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7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.

13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

1.0 The bidders must submit copies of the following documents with their bid:

1.1 DMV Registration of tow vehicle(s).

1.2 Required Towing License(s).

1.3 Driver's License(s) of Operator(s).

1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

a. Towing to a contractor's premises	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles up to 8,000 pounds unladen	$200.00
iii. Commercial vehicles over 8,000 per each additional 4,000 pounds or part thereof	$200.00 plus $15.00
iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds	$300.00
b. Towing from a contactor's premises to a County-owned storage facility	
i. Passenger cars, taxis and motorcycles	$125.00
ii. Commercial vehicles	$200.00
c. Storage for each 24-hour period or part thereof for the first seven days	
i. Passenger cars, taxis and motorcycles	$20.00 per day
ii. Commercial vehicles up to 30 feet in length	$30.00 per day
iii. Commercial vehicles exceeding 30 feet in length	$35.00 per day
d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day	
i. Passenger cars, taxis and motorcycles	$25.00 per day

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PRES TITLE

ii. Commercial vehicles up to 30 feet in length — $35.00 per day
iii. Commercial vehicles exceeding 30 feet in length — $40.00 per day

e. Storage for each 24-hour period or part thereof for each day after the 30th day
i. Passenger cars, taxis and motorcycles — $30.00 per day
ii. Commercial vehicles up to 30 feet in length — $40.00 per day
iii. Commercial vehicles exceeding 30 feet in length — $45.00 per day

f. Storage in a County-owned storage facility for each 24-hour period or part thereof
i. Passenger cars, taxis and motorcycles — $20.00 per day
ii. Commercial vehicles — $20.00 per day

g. Brake test
i. Passenger cars, taxis and motorcycles — $60.00
ii. Commercial vehicles — $80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF $2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER) _____ (TITLE)

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4 BID OFFER $ 0 ANNUALLY

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

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TITLE

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5 BID OFFER: $ 0 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER: $ 0 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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PRES TITLE

ZONE 6 BID OFFER: $ 0 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7 BID OFFER: $ 0 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8 BID OFFER $ 0 ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

ZONE 9 BID OFFER $ 22,000.00 ANNUALLY

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Pres TITLE

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $23,000.00 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11 BID OFFER $19,100.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12 BID OFFER $18,200.00 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

ZONE 13 BID OFFER $ 15,000.00 ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14 BID OFFER $ 24,701.00 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 12,900.00 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

ZONE 16 BID OFFER $ 24,512.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17 BID OFFER $ 10,258.00 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18 BID OFFER $ 0 ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 30,200.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Pres. TITLE

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20 BID OFFER $15,000.00 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21 BID OFFER $2,500.00 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22 BID OFFER $5,000.00 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23 BID OFFER $6,000.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

Pres TITLE

2010

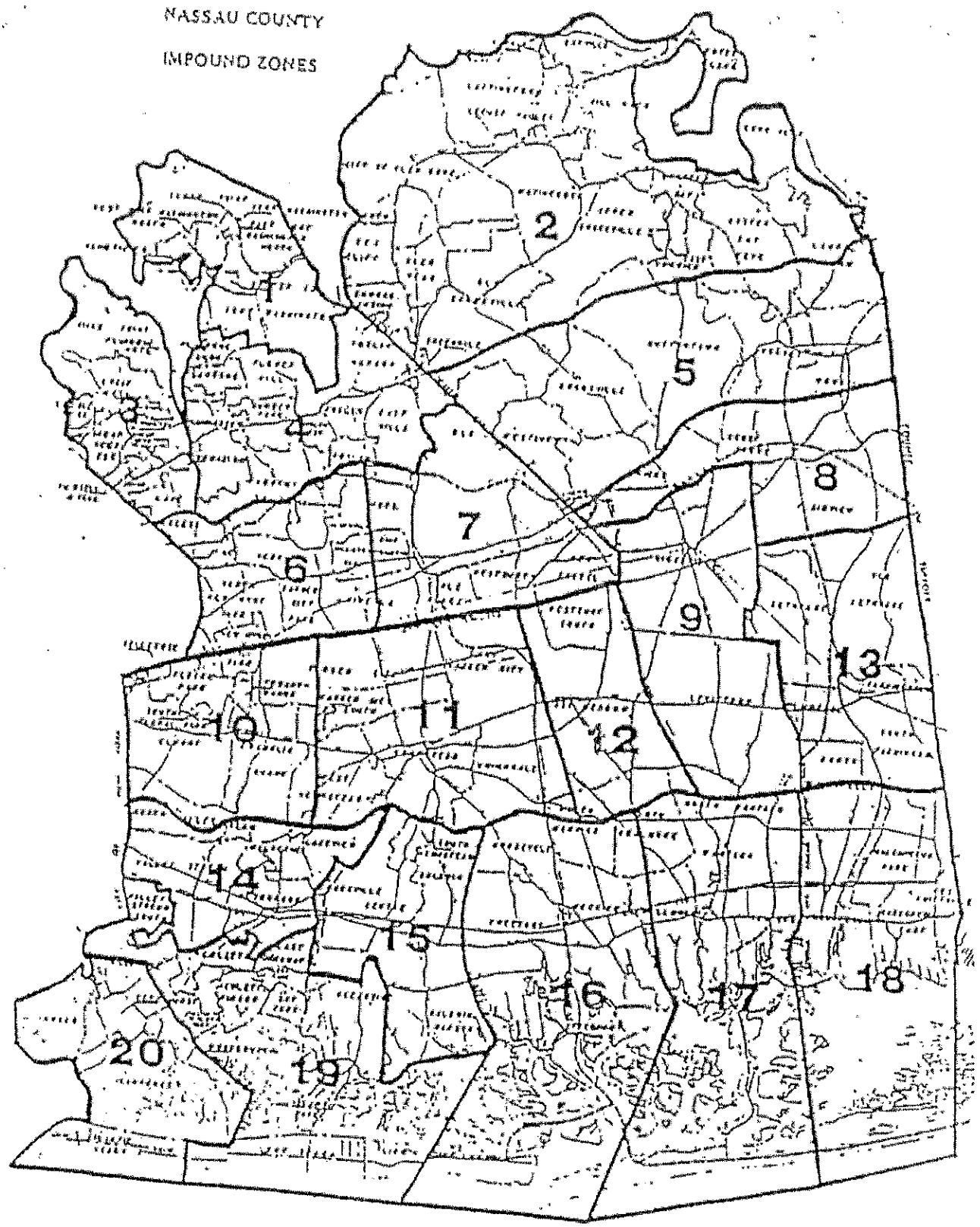
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011

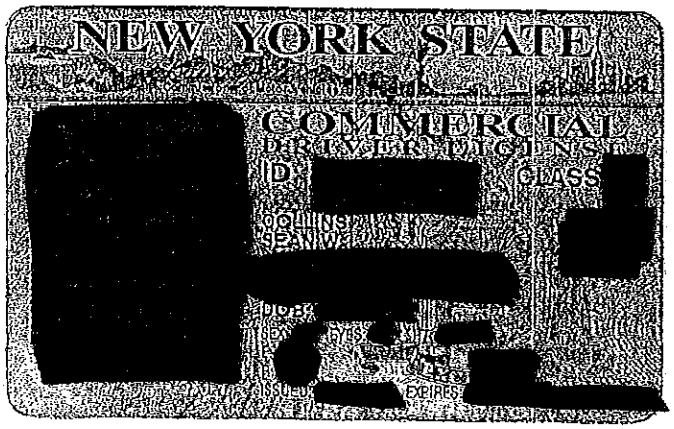
Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

Zone	2012 Total Impounds
1	6
2	44
3	50
4	258
5	41
6	247
7	233
8	180
9	307
10	503
11	576
12	219
13	214
14	238
15	207
16	135
17	161
18	180
19	173
20	93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23



BIDDER TITLE



PRIDE EQUIPMENT CORP. *Aerial Work Platform Safety Course* Card # [redacted]

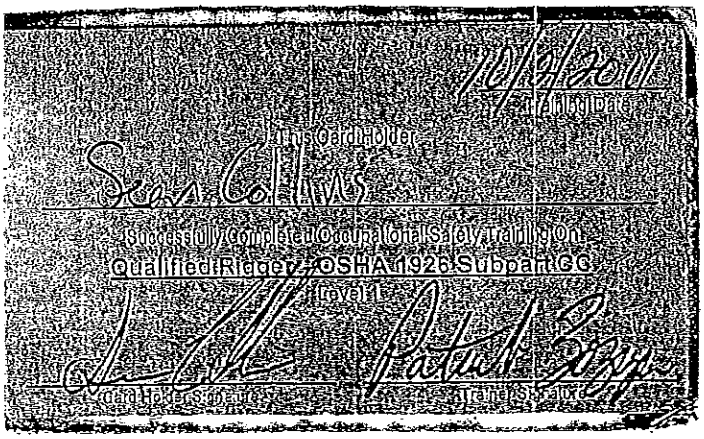
Sean Collins Instructor: Jim Noto

Attended Our Safety Course On: August 30, 2012

Completed training in the safety & functioning of specific Aerial Work Platforms. Types of units include - Articulating boom lifts, Pusharound lifts, Slab & Rough Terrain Scissorlifts.

Safety rules explained and demonstrated:

Safety Manual, placards, and decals
Avoiding hazardous situations & Applicable ANSI Standards
Performing Pre-Operation Inspections
Workplace inspection, function tests, and proper usage



PRIDE EQUIPMENT CORP. *Powered Industrial Truck & Rough Terrain Telehandler Safety Course* Card # [redacted]

Sean Collins Instructor: Jim Noto

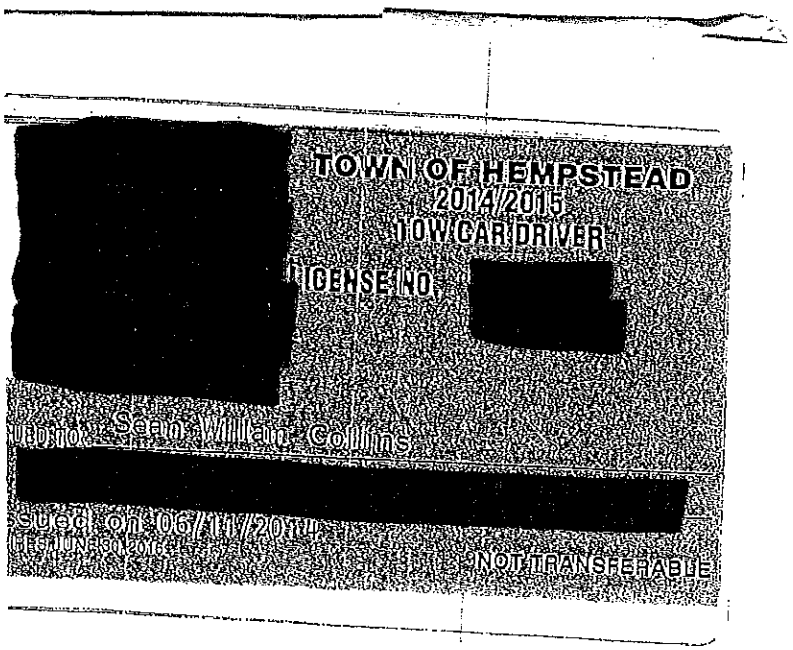
Attended Our Safety Course On: August 30, 2012

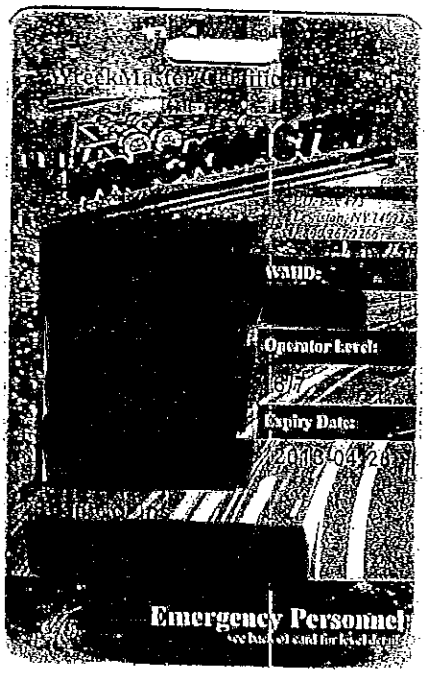
Has completed operator training in safety & functioning of Powered Industrial Trucks & Rough Terrain Telehandler type equipment

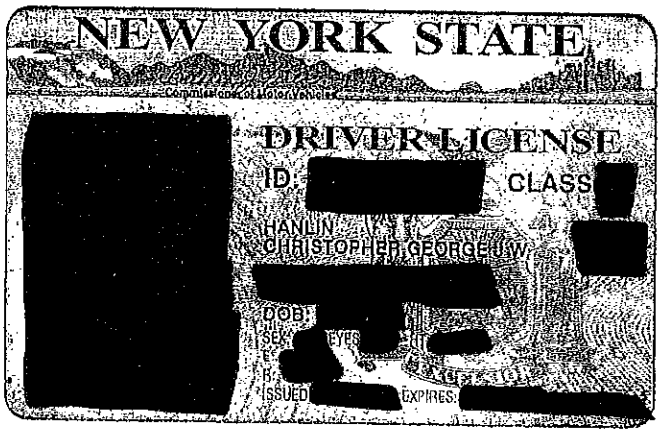
Safety rules explained and demonstrated:

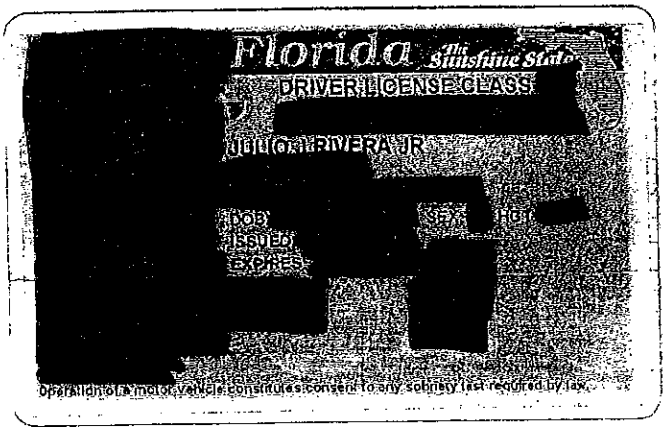
Safety Manual, placards, and decals
Avoiding hazardous situations, Applicable OSHA Standards
Performing Pre-Operation Inspections
Workplace inspection, function tests, and proper usage

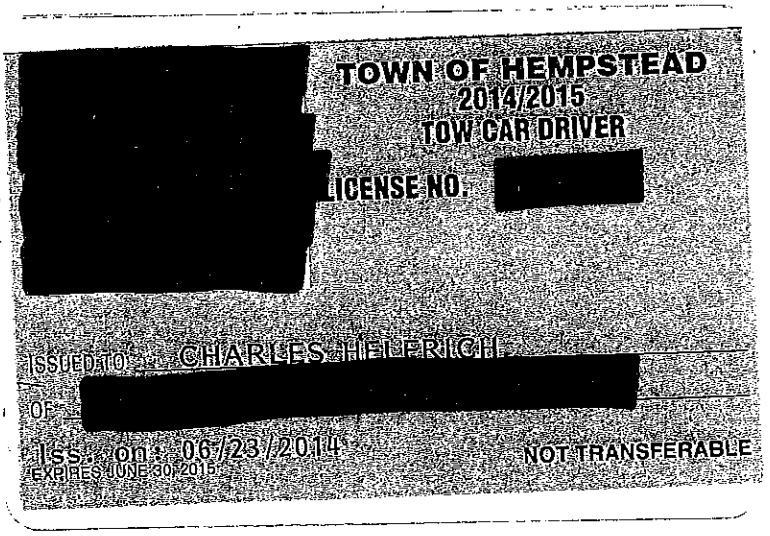
Expiration Date (For Both Classes): August 30, 2015

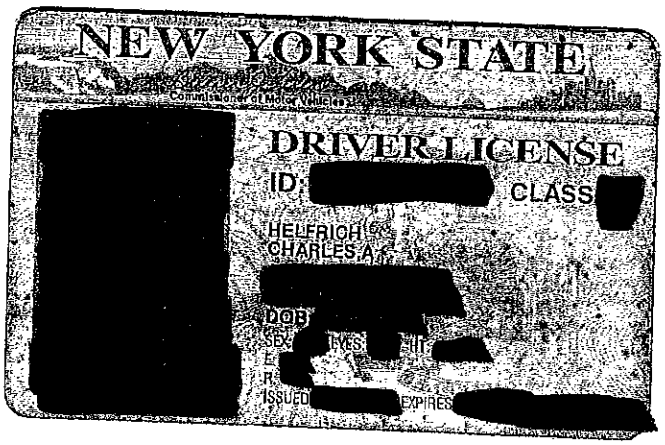


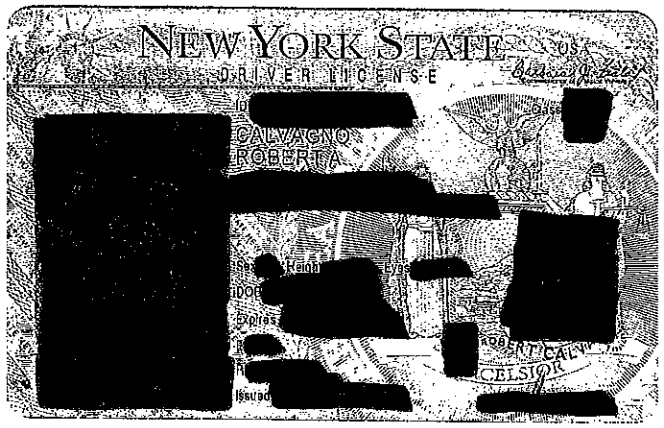


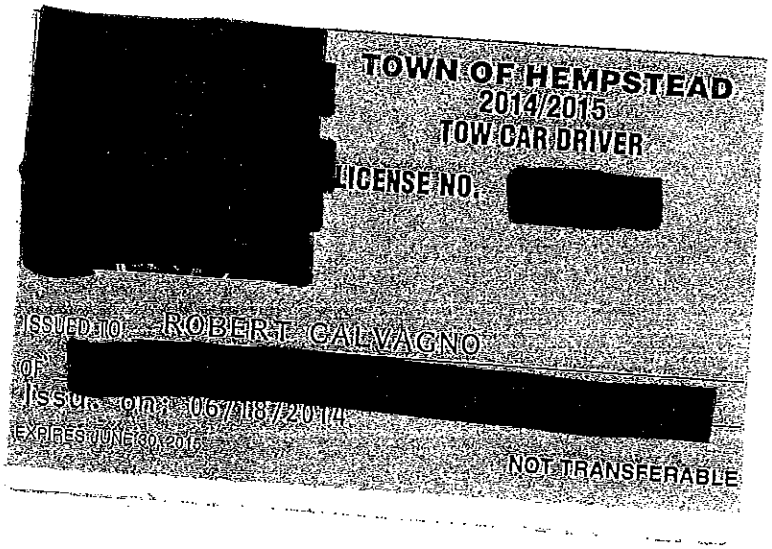

NEW YORK STATE
DRIVER LICENSE
ID:
CLASS
HANLIN
CHRISTOPHER GEORGE W
DOB:
SEX
EYES
ISSUED
EXPIRES:

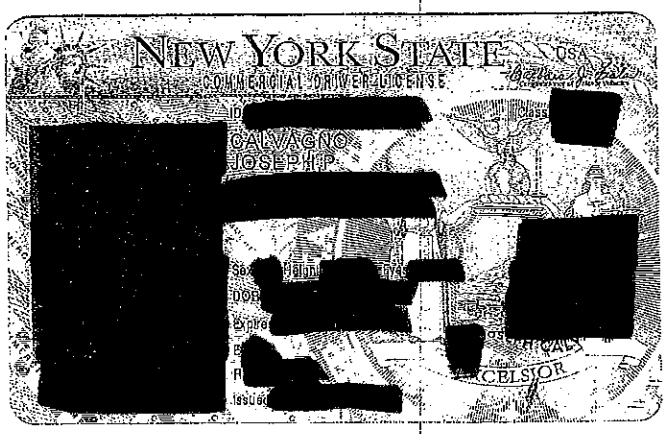

Florida
The Sunshine State
DRIVER LICENSE CLASS
JULIO A RIVERA JR
DOB
ISSUED
EXPIRES
SEX
HGT
operation of a motor vehicle constitutes consent to any sobriety test required by law.

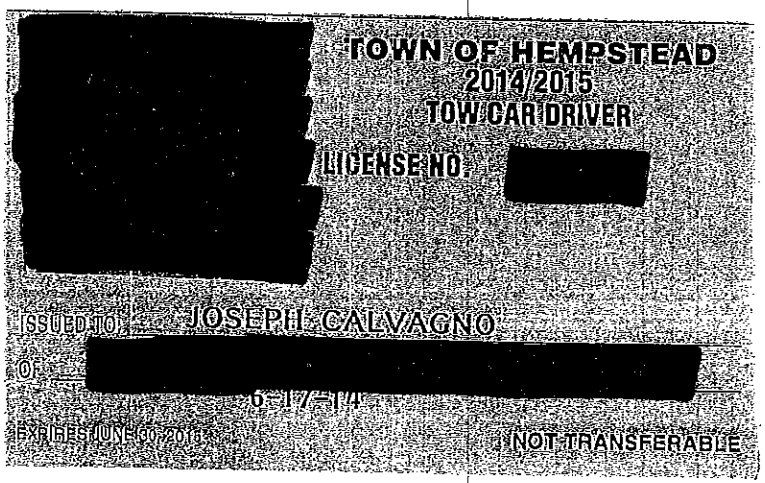

TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO:
ISSUED TO: CHARLES HELFRICH
OF:
ISS. on: 06/23/2014
EXPIRES JUNE 30, 2015
NOT TRANSFERABLE

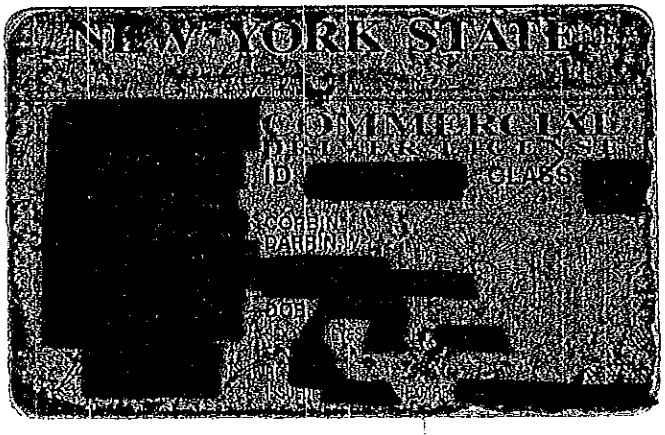

NEW YORK STATE
DRIVER LICENSE
ID:
CLASS
HELFRICH
CHARLES A
DOB
SEX
HGT
ISSUED
EXPIRES

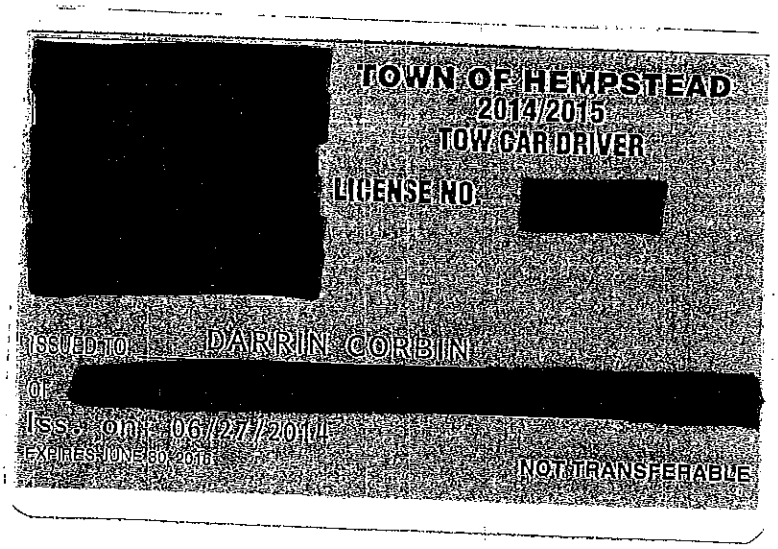

NEW YORK STATE
DRIVER LICENSE
CALVAGNO
ROBERTA

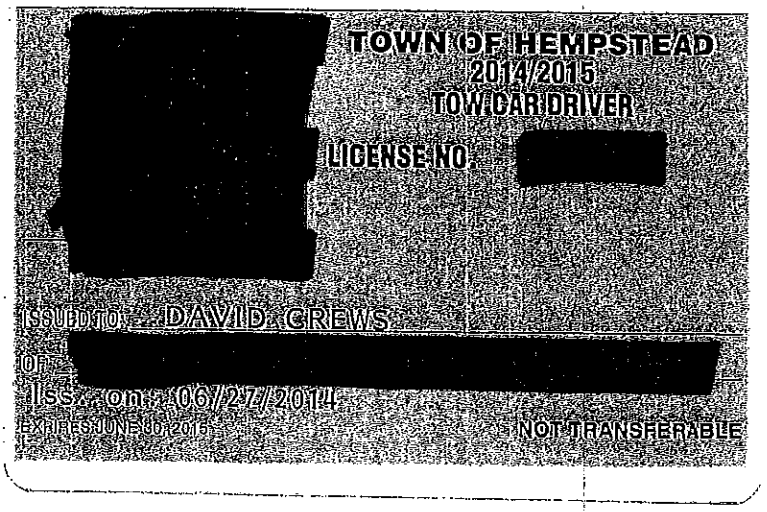

TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO.
ISSUED TO ROBERT CALVAGNO
NOT TRANSFERABLE

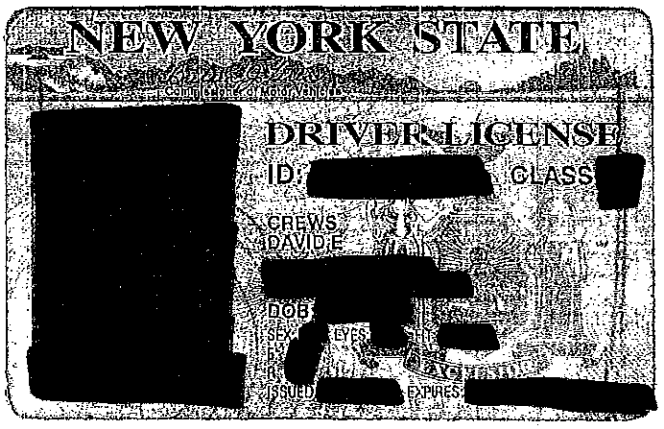

NEW YORK STATE
COMMERCIAL DRIVER LICENSE
CALVAGNO
JOSEPH P
CLASS
END
ISSUED
CELSIOR

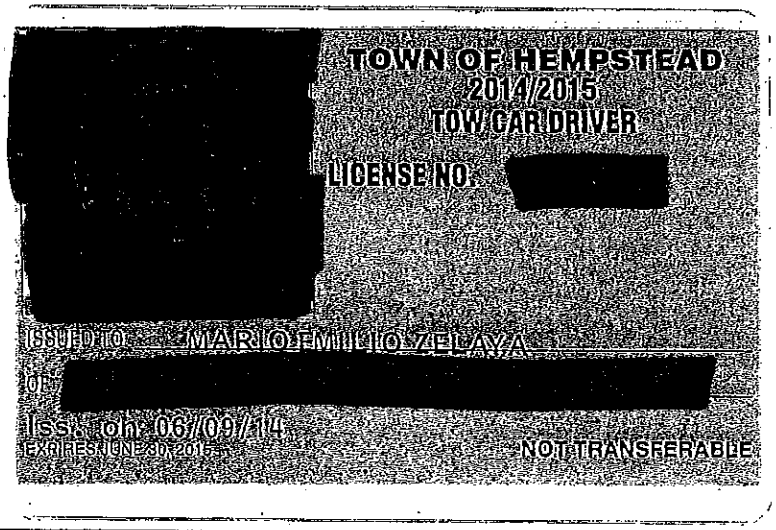

TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO
ISSUED TO
JOSEPH CALVAGNO
6-17-14
EXPIRES JUNE 30 2015
NOT TRANSFERABLE

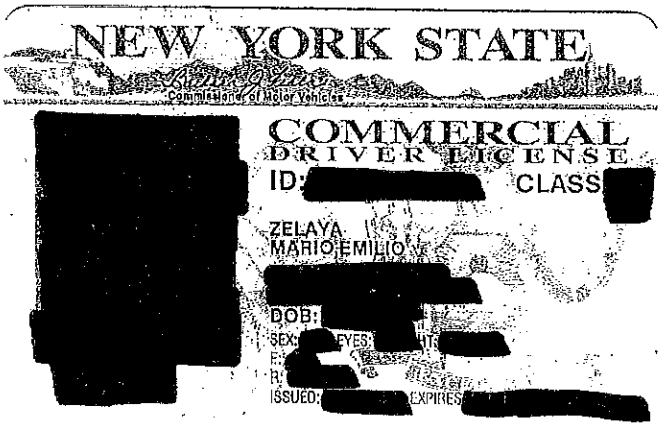

NEW YORK STATE
COMMERCIAL
ID
CLASS
CORBIN
DARRIN

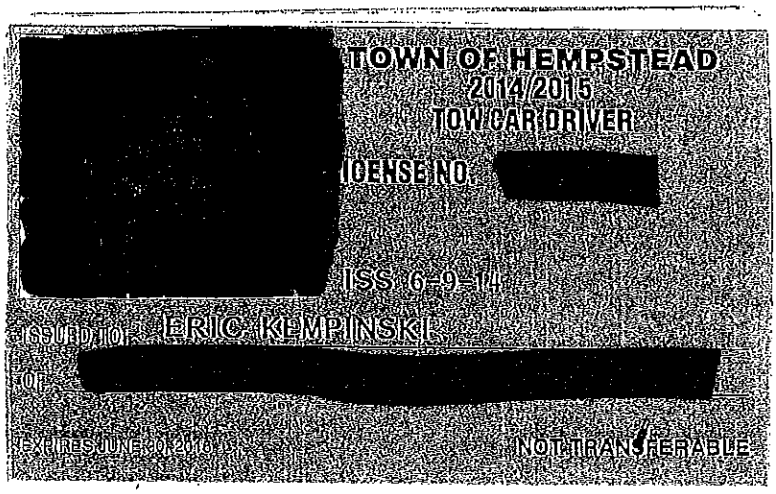

TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO.
ISSUED TO
DARRIN CORBIN
OF
Iss.: on: 06/27/2014
EXPIRES JUNE 30, 2015
NOT TRANSFERABLE

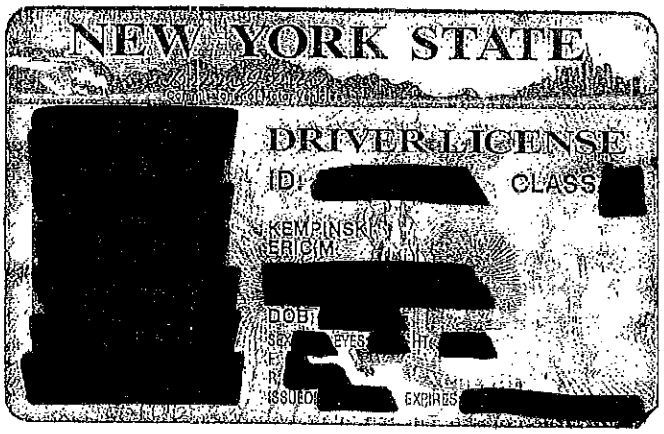

TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO.
ISSUED TO: DAVID CREWS
ISSUED ON: 06/27/2014
EXPIRES JUNE 30, 2015
NOT TRANSFERABLE


NEW YORK STATE
DRIVER LICENSE
ID:
CLASS
CREWS
DAVID E
DOB
SEX
EYES
HT
WT
ISSUED
EXPIRES


TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
LICENSE NO:
ISSUED TO: MARIO EMILIO ZELAYA
DOB:
Issue on: 06/09/14
EXPIRES JUNE 30, 2015
NOT TRANSFERABLE


NEW YORK STATE
Department of Motor Vehicles
COMMERCIAL
DRIVER LICENSE
ID:
CLASS
ZELAYA
MARIO EMILIO
DOB:
SEX:
EYES:
ISSUED:
EXPIRES:


TOWN OF HEMPSTEAD
2014/2015
TOW CAR DRIVER
ISS 6-9-14
ISSUED TO: ERIC KEMPINSKI
EXPIRES JUNE 01 2016
NOT TRANSFERABLE


NEW YORK STATE
DRIVER LICENSE
CLASS
KEMPINSKI
ERIC M
DOB
EYES
HT
ISSUED
EXPIRES

This Lease, dated the 29th day of JANUARY, 2008 ~~10~~

Between 4370 AUSTIN BLVD INC., a New York Corporation with offices at P. O. Box 47, Rockville Centre, New York 11570,

hereinafter referred to as the Landlord, and

All County Hook Up Towing Inc., a New York Corporation with offices at 4370 Austin Boulevard, Island Park, New York 11558 and Joseph P. Calvagno, residing at [redacted]

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, ~~situated in the~~ ~~of~~ ~~County of~~ ~~and State of~~

buildings and lot located at 4370 thru 4378 Austin Boulevard, Island Park, New York 11558

The term of this demise shall be for Five (5) years beginning February 1, 2008 ~~10~~ and ending January 31, 2013 with an option to renew as per Paragraph Thirtieth of the Rider.

The rent for the demised term shall be as provided in Paragraph Thirtieth of the Rider. ~~($), which shall accrue at the yearly rate of~~

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in installments as ~~follows~~ provided in Paragraph Thirtieth of the Rider.

at the office of Landlord
or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a general office and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be

A 185—Blumberg's Improved Gilsey Form Lease 12-78

JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

This Agreement *BETWEEN*

HARRY G. OGDEN, residing at [redacted]

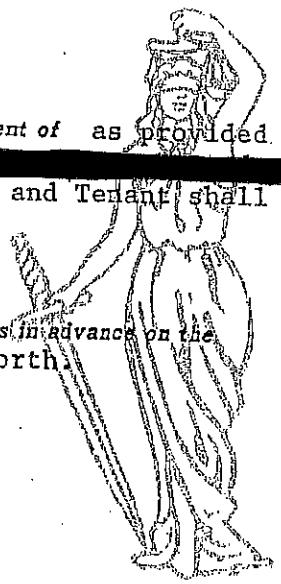
and OGDEN BROTHERS COLLISION, INC., 66 East Merrick Road, Freeport, New York. *as Landlord*

Witnesseth: *The Landlord hereby leases to the Tenant the following premises:* *as Tenant*
The building and premises known as 66 East Merrick Road, Freeport, New York

for the term of ten (10) years

to commence from the 1st *day of* January, 2008 XXX *and to end on the*

31st *day of* December, 2017 XXX *to be used and occupied only for*
an auto body repair shop and accessary automobile uses.



upon the conditions and covenants following:

1st. *That the Tenant shall pay the annual rent of* as provided in paragraph 41st herein.
Said rent to be payable at [redacted] or such other place as Landlord may designate, and Tenant shall pay any and all additional rent as herein provided.

said rent to be paid in equal monthly payments in advance on the 1st *day of each and every month during the term aforesaid, as* XXXXXX herein set forth.

2nd. *That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs* whether inside or outside of the premises.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted. see also paragraph 28th

3rd. *That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.*

4th. *That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof [illegible]*

[redacted] #23

2012 DODGE NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP Expires [redacted]
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

[redacted] #29

2012 FORD NONTRANSFERABLE

[redacted]

ALL COUNTY HOOK UP Expires [redacted]
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558

ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-899TR (9/10) NEW YORK STATE REGISTRATION DOCUMENT

#12

[redacted]

2006 PETER NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP Expires [redacted]
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558

ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-899TR (9/10) NEW YORK STATE REGISTRATION DOCUMENT

#10

[redacted]

2003 KENWO NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP Expires [redacted]
TOWING INC
4378 AUSTIN BLVD
ISLAND PARK NY 11558

ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-639GR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

#27

[redacted]

2013 HINO NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl [redacted]

ALL COUNTY AUTO Expires [redacted]
BODY
66 E MERRICK RD
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

[redacted]

#15

2007 FORD NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY AUTO Expires [redacted]
BODY
66 E MERRICK RD
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-639TR (12/13) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

#25

2011 FORD NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY AUTO Expires [redacted]
BODY
66 E MERRICK RD
FREEPORT NY 11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-639CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

#24

13 PETER NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

Expires [redacted]

L COUNTY AUTO BODY
E MERRICK RD
EEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

#22

2012 DODGE NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

Expires [redacted]

ALL COUNTY AUTO BODY
66 EAST MERRICK RD
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-639TR (12/13) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

#2

2007 FREIG NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY AUTO Expires [redacted]
BODY
66 E MERRICK RD
FREEPORT NY 11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

MV-639CR (10/10) NEW YORK STATE REGISTRATION DOCUMENT

[redacted]

#26

2013 HINO NONTRANSFERABLE

[redacted]

Wt/Seats Fuel/Cyl

ALL COUNTY AUTO Expires [redacted]
BODY
66 E MERRICK RD
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS

[redacted]

License [redacted]

Expires
30 June 2015

Town of Hempstead

2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD

REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY of ISLAND PARK N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 6-30-14 Number of vehicles licensed 3 Fee paid $ 350.00

The following Town of Hempstead license numbers have been issued to the above named owner: [redacted]

NASRIN G. AHMAD
Town Clerk

By: Felicia Brennan
DEPUTY TOWN CLERK

ALLCO-1 OP ID: SV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stafford & Company 1000 N. Main Street Fall River, MA 02722 Raymond DeSormier	CONTACT NAME: Raymond DeSormier PHONE (A/C, No, Ext): 508-673-5893 FAX (A/C, No): 508-677-0792 E-MAIL ADDRESS:
INSURED All County Hook Up Towing Inc 66E Merrick Rd Freeport, NY 11520	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Markel Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER	X		[redacted]	05/01/2014	05/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[redacted]	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	On Hook/Cargo			[redacted]	05/01/2014	05/01/2015	On Hook MTC	250,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

COUNTYN

Nassua County Police Dept
1490 Franklin Ave
Mineota, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E-35-16

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

County of Nassau
Inter-Departmental Memo

To: **All Department Heads**

From: **County Attorney**

Date: **February 2, 2016**

Subject: **Business History and Principal Questionnaire Forms**

Previously I advised all County Department Heads to require all proposers and bidders to complete the Business History and Principal Questionnaire Forms (collectively, the "Forms"). I now notify you that, going forward, all Departments must ensure that the Forms are: (i) completed in their entirety **(no blanks)**; and (ii) attached to each contract package that is routed. Contract packages routed after this memo that fail to include the fully-completed Forms will be rejected. Packages originated before this memo may need to be supplemented.

Please note the Forms have been recently updated. I have attached the current Forms for your use.

The most common omission in the Forms has been the response to question 17 of the Business History Form relating to conflicts of interest. The response to this question provides important information to the various Departments, as well as to the Legislature and NIFA. Therefore, both 17 (a)(i-iii) and 17 (b) must be completed. No blanks will be allowed. Sample responses to question 17 are attached.

Please contact my office if you have any questions.

CARNELL T. FOSKEY
County Attorney

Attachments

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 18 P 2:40

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 2/3/16

1) Bidder's/Proposer's Legal Name: All County hookup towing Inc. D/B/A All County towing & Recovery

2) Address of Place of Business: 66 E. Merrick Rd Freeport NY. 11520

List all other business addresses used within last five years:
4378 Austin Blvd Island park NY. 11558

3) Mailing Address (if different): Same Has #2

Phone : 516-378-9486

Does the business own or rent its facilities? OWN / Rent

4) Dun and Bradstreet number: 07-933-7045

5) Federal I.D. Number: 743067002

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes X No ___ If Yes, please provide details: Office Space Shared our main office with our Autobody shop

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ 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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ 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? No X Yes ___ 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? No X Yes ___; 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? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO Conflict exists

b) Please describe 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. All County towing has a code of bussiness guidelines & ethics & we have developed an employee manual to help our Employees understand the Importance of public trust and confidence. The employees are expected to use good Judgment their Interal & external business Realathions. If the potential for a conflict Arises we will contact the County for Guidance.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/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.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company New York state D.O.T.

Contact Person Kelly Honikel

Address 50 Wolf Rd

City/State Albany New York 12232

Telephone 518-457-4401

Fax # 518-457-1593

E-Mail Address Kelly.Honikel@DOT.NY.GOV

Company INC village of Rockville Centre
Contact Person ANN Sheppard
Address 1 College Blvd
City/State Rockville Centre NY 11571
Telephone 516-678-9213
Fax # 516-678-9306
E-Mail Address Asheppard@RVCNY.US

Company INC village of ~~Rockville Centre~~ Freeport
Contact Person Rob Finnse
Address 50 N. Ocean Ave
City/State Freeport NY. 11520
Telephone 516-377-2289
Fax # 516-377-2200
E-Mail Address rfisenne@freeportny.gov

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Calvagno, 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 3 day of February 2016

Machelle H Lusk
Notary Public

Notary Public State of Florida
Machelle H Lusk
My Commission FF 044269
Expires 08/11/2017

Name of submitting business: All County Towing & Recovery

By: Joseph Calvagno Print
name

Signature

Pres.
Title

2/3/16 Date

PQF (02/2016)

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Joseph Calvagno
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 66 E. merrick Rd
   City/state/zip Freeport N.Y. 11520
   Telephone 516-378-9486
   Other present address(es) 4378 Austin Blvd
   City/state/zip Island Park N.Y. 11558
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/1/01 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?
   NO ___ YES X If Yes, provide details. I am the owner/president of the corporation

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? NO X YES ___ 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? NO ___ YES X; If Yes, provide details.
   The Autobody Shop that I Also own

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? NO ___ YES X If Yes, provide details.
   my Autobody Shop holds the Contract to provide Roadservice and operate on the southern state parkway

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? NO X YES _____ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ 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? NO X YES ___ If Yes, provide details for each such occurrence.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Calvagno, 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 3 day of February 20 16

Machelle H Lusk
Notary Public

Notary Public State of Florida
Machelle H Lusk
My Commission FF 044269
Expires 08/11/2017

All County Towing & Recovery
Name of submitting business

Joseph Calvagno
Print name

Signature

Pres.
Title

2 , 3 , 16
Date

ALL COUNTY TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately $[redacted]

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,

Joseph Calvagno

President

All County Towing

[redacted]

4370 Austin Blvd Island Park NY 11558 Fax: 516-379-0270 Phone: 516-432-9505

E-35-16

License [redacted]

Expires
June 30, 2016

2016 FEB 29 P 1:58

Town of Hempstead

2015/2016 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY

of FREEPORT, N.Y. having filed an application pursuant to, and complied with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 11/12/2015 Number of Vehicles licensed 9 Fee Paid $800.00

The following Town of Hempstead license numbers have been issued to the above named owner:

[redacted]

Issued under the direction of
Nasrin G. Ahmad, Town Clerk

By: [signature]
Deputy Town Clerk

Contract ID#:CQCO16000001

Department: CO

R47

E-52-16

Contract Details

SERVICE Auditing

NIFS ID #: CQCO16000001 NIFS Entry Date: 1/5/16 Term: from 1/1/16 to 12/31/18

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Albrecht, Viggiano, Zureck & Company, P.C.	Vendor ID# 11-255-6624
Address 25 Suffolk Court Hauppauge, New York 11788	Contact Person Jeffrey Davoli, CPA
	Phone (631) 434-9500

Contact Department
Department Contact Sergio Blanco
Address 240 Old Country Road, Mineola, NY
Phone 571-2854

Routing Slip

DATE R'D	DEPARTMENT	Internal Verification	DATE APP'D	SIGNATURE	Ltr Approval Required
	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☑	1/12/16		
	OMB	*NIFS Approval* ☑	1/12/16		Yes ☑ No ☐ Not required if blanket resolution
1/20/16	County Attorney	*CA RE & Insurance Verification* ☑	1/20/16		
	County Attorney	*CA Approval as to form* ☐	01/20/2016		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	2/10/16	Concetta A Defrancesco	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/16/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 10 AM 11:13

Contract ID#:CQCO16000001

Department: CO_____

Contract Summary

Description: This is a three year contract. According to paragraph 3 of the agreement, the County shall pay contractor $85,000.00 per year over the life of the contract.

Purpose: Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.

Method of Procurement: RFP

Procurement History: The Comptroller's Office issued a request for proposals. AVZ was the sole firm to respond. The Selection Committee, composed of three (3) employees from the Comptroller's office, evaluated the proposals based on the criteria set forth in the RFP. AVZ demonstrated its vast array of knowledge with respect to government accounting. Most importantly, AVZ has prepared CAFRs for other governmental agencies in the past, including the three towns in Nassau County.

Description of General Provisions: Prepare and print the County's fiscal year 2015, 2016 and 2017 CAFRs in accordance with Generally Accepted Accounting Principles ("GAAP"); prepare all CAFR drafts and final financial exhibits; meet with the outside auditors and County representatives to discuss the details of required reporting; work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.

Impact on Funding / Price Analysis: $85,000.00 per year for three years.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO10
Resp:	1200
Object:	DE503
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$85,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	COGEN1200 DE503	$85,000.00
2		$
3		$
4	L. Amato 1/20/16	$
5		$
6		$
	TOTAL	$85,000.00

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/10/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

E-52-16

RULES RESOLUTION NO. 47 2016

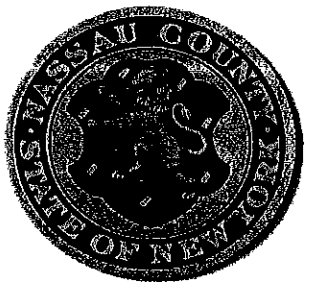
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/22/16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report ("CAFR"), a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Albrecht, Viggiano, Zureck & Company, P.C.

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: ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C._____

CONTRACTOR ADDRESS: 25 SUFFOLK COURT, HAUPPAUGE, NEW YORK 11788_____

FEDERAL TAX ID #: 11-2556624_____

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 June 30, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 7, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[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.

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 best efforts as outlined in Exhibit "EE" may be requested 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.

<u>In addition</u>, 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

1/12/2016
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

Hon. George Maragos
Nassau County Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

December 15, 2015

VIA EMAIL

John Aloisio, CSEA Grievance Chairman jaloisio@csea830.org
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, NY 11501

Dear Mr. Aloisio:

Nassau County hereby provides notice of its intent to enter into a contract with Albrecht, Viggiano, Zureck & Company, P.C (AVZ).

The work involves assisting the County in the preparation of its 2015 Fiscal Year Comprehensive Annual Financial Report ("CAFR"), which will include, but not be limited to, preparing all CAFR drafts and final financial exhibits; meeting with the outside auditors and County representatives to discuss the details of all required reporting; working with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensuring that all applicable current and future Government Accounting Standards Board ('GASB") pronouncements are reflected in the CAFR. These services are necessary due primarily to the inability to retrieve the data from the current legacy financial system in a manner consistent with the increased complexity required in the reporting as new GASB pronouncements.

The CAFR, in prior years, had been created internally using Microsoft Excel workbook formats with data manually inputted from reports run from the financial system, and then manually linking spreadsheets. This data was then manually adjusted to adhere to the GASB requirements. The complexity introduced by annual additions of new GASB regulation, renders the old methodology using Excel spreadsheets impractical.

The current process still requires the County staff to prepare the CAFR as before, but AVZ's services helps alleviate some of the manual compilation and cross-referencing that is performed by the County staff, and acts as an important secondary review to ensure that the County's financial statements are correct and in compliance with all governmental accounting reporting standards. Without a new financial system or AVZ's assistance in the compilation of the CAFR, the County would not be able to meet the required reporting deadlines set by the Federal and State governments. The firm provides valuable assistance to the Comptroller's Office Accounting staff. Please note that the Towns of Hempstead, North Hempstead and Oyster Bay all currently use AVZ to prepare their CAFRs.

Since March 2014, the Comptroller's Accounting Department has filled two open positions (Accounting System Specialist and Accountant IV) and hired an Accountant II to replace the employee who took the September 2015 VSIP. There is another Accountant position and an Inspector/Comptroller position that should be backfilled next year (it is being held for a promotion). No County positions have been lost as a result of the AVZ contract.

The following notification is to comply with the spirit of Section 32 of the CSEA-Nassau County Collective Bargaining Agreement.

Should you wish to propose an alternative to this proposed contract, please respond to me within ten (10) days of this letter.

Sincerely,

Sergio A. Blanco, Esq.

cc: Brian Libert, Esq. (via email)

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

NASSAU LOCAL 830

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

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Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tuifel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

12/31/15

Hon. George Maragos
Nassau County Comptroller
240 Old Country Rd
Mineola, NY 11501

Re: 2015 CAFR—Albrecht, Viggiano, Zureck & Company

Dear Hon. George Maragos:

As per our discussion with some of your Accounting staff for the contract referenced above and in the interest of bargaining in good faith, CSEA withdraws its objection to the above referenced contract. You may release said document.

However, this does not waive CSEA rights to object to any future work being done by this vendor, or any other sub-contractors, and in no way does this waive any of CSEA's other rights under Section 32.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
File

[redacted]

[redacted]

[redacted]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of_____, 2015 (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 Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Albrecht, Viggiano, Zureck & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement. The Department shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2019 through December 31, 2019, for completion of the Services (as defined below) for the fiscal year ending December 31, 2018. In the event the Department exercises said option, it shall then have a second option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2020 through December 31, 2020, for completion of the Services for the fiscal year ending December 31, 2019. The Department shall exercise each such renewal option by giving written notice thereof to the Contractor.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of assisting the Department in its preparation of the 2015, 2016, and 2017 Fiscal Year Comprehensive Annual Financial Reports ("CAFR"), including, but not necessarily limited to, the specific services listed in Exhibit "A" (the "Services").

3. Payment. (a) Amount of Consideration. Except as otherwise provided in Section 3(b) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, including during any renewal periods of this Agreement, as provided above, shall be subject to encumbrance and payable in accordance with the provisions of this Agreement and with the pricing structure set forth as follows:

Fiscal year	**Maximum Fee**
2015	$85,000.00
2016	$85,000.00
2017	$85,000.00

2018	$87,000.00, if renewal option exercised
2019	$89,000.00, if renewal option exercised

During the term of this agreement Contractor shall submit claim vouchers for payment in four (4) equal monthly installments, beginning in May and ending in August for each fiscal year. The last installment payment for each fiscal year is not to be made before the month following the final issuance of the CAFR. The Contractor, prior to each installment payment, will provide the Department, at least monthly, with an updated status of Services that have been performed and completed, which will be reviewed and approved by the Department.

(b) If there is a change (i) in the scope of Services or any agreed-upon additional accounting-related services to be provided under this Agreement, or (ii) in any material circumstance with respect to this Agreement (or any attachments hereto), the parties shall negotiate in good faith to make an equitable adjustment to the maximum amount or rates payable and incorporate said adjustments into written contract amendments.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including compliance with the monthly status report requirements described in Section 3(a) above, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. If requested by the County or any of its departments or agencies, the Contractor agrees to execute, and cause its subcontractors to execute, a commercially reasonable non-disclosure agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain

the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained

in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or

made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars ($533.00) 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.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

By: _____
Name: Jeff Davoli
Title: Partner
Date: 11/16/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 16th day of November in the year 2015 before me personally came Jeffrey Davoli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Albrecht Viggiano Zureckt Co., 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

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Irene E. Howell

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

The Contractor will prepare and print the County's CAFR in accordance with Generally Accepted Accounting Principles ("GAAP") (as applied to governments) and the guidance of the Governmental Accounting, Auditing and Financial Reporting Guide ("GAAFR") so that the report is eligible to receive the Government Finance Officers Association ("GFOA") "Certificate of Excellence in Financial Reporting" Award. The filing of the CAFR must be completed no later than June 30 of each year.

The required services will include, but not be limited to, the following:

1. At the start of each fiscal year, the Contractor will provide the County with an annual timetable, which should include County deliverable dates and the expected date that the Contractor anticipates providing a complete first draft of the CAFR to the County and the County's external auditors, with a constraint that this date should be no later than June 1 of each year.

2. The Contractor will prepare all CAFR drafts and final financial exhibits including, but not limited to, statistical sections and tables included in the Management's Discussion and Analysis ("MD&A"), which reflect Government Accounting Standards Board ("GASB") Statement 34, GASB Statement 45 and GASB Statement 54, and all other applicable current and future official GASB statements; the Table of Contents; and the Footnotes accompanied by work papers adequate for the outside auditors to review.

3. The Contractor will meet with the outside auditors and County representatives to discuss the details of all required reporting.

4. The Contractor will work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR.

5. The Contractor will ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.

6. The Contractor will work with the County and the auditors to resolve questions and issues related to the preparation and presentation of information in the CAFR.

7. Upon completion of the CAFR, each year, the Contractor must provide the Comptroller's Office with all supporting documentation, including but not limited to, spreadsheets and exhibits that were used to generate the CAFR.

In conjunction with the Services to be provided by the Contractor, the Comptroller's Office will:

1. Prepare worksheets of the County's results, inclusive of all County funds, starting from the County's books of record contained in NIFS and adjusted to the modified accrual basis as presented in the CAFR.

2. Prepare supporting analysis, as needed by the Contractor, in order to complete the CAFR.

3. Provide the Contractor with audited reports from the component units.

4. Provide the Contractor with report(s) from an actuary regarding the Other Post- Employment Benefits ("OPEB") liability.

5. Communicate requests from the Contractor to the appropriate departments, component units and outside auditors, as necessary.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions,

fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement

or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the

M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not

apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, states, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Robert Guarte (Name)

25 Suffolk Court Hauppauge NY 11788 (Address)

631-434-9500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ___ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/16/15
Dated

Signature of Chief Executive Officer

Robert Duarte
Name of Chief Executive Officer

Sworn to before me this 16th day of November, 2015

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Irene E. Howell
11/16/15

_____ day of _____, 2015

_____

Notary Public

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

2. Dollar amount requiring NIFA approval: $ $85,000.00

Amount to be encumbered: $ $85,000.00

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: 1/1/16-12/31/18

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
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:

To provide assistance in the preparation of the 2015, 2016 and 2017 Comprehensive Annual Financial Reports ("CAFRs").

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:

~~n/a~~ 2/25/15 CAC01500001 $70,000
2/25/15 CATR1500001 $ 28,500

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon — 1/19/16

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.

EXHIBIT H

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Albrecht, Viggiano, Zureck & Company, P.C.

Address: 25 Suffolk Court

City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-2556624

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____Corporation ____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):

Thomas Murray, Robert Quarte, Stephen Antaki, Jeffrey Davoli

(All 25 Suffolk Court, Hauppauge, NY 11788)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Kenneth Laks, Stephen Antaki, Michael Collins, Jeffrey Davoli,

Joseph Ferreira, Jill Gunzel, John Knox, Lawrence Lucarelli, Chuck Mattern,

Robert McGrath, Thomas Murray, James O'Connor, Robert Posner, Robert Quarte, Thomas Ruggiero, John Shillingsford

(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

AVZ Wealth Management, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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: 8/7/15

Signed: JM Pl

Print Name: JEFF DAVOLI

Title: PARTNER

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.

Albrecht, Viggiano, Zureck & Co.

Shareholder	*Business Address*			*Business Phone*
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Knox, John J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Mattern, Charles	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Quarte', Robert	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500

AVZ Wealth Management, LLC

Shareholder	*Business Address*			*Business Phone*
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Connors, Katherine M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Knox, John J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Mattern, Charles	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Quarte', Robert	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY	11788	631-434-9500

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 6, 2016

1) Bidder's/Proposer's Legal Name: Albrecht, Viggiano, Zureck and Company, P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 39th Floor, New York, NY 10167

3) Mailing Address (if different): N/A

Phone : (631) 434-9500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2556624

6) The bidder/proposer is a (check one): [ ] Sole Proprietorship [ ] Partnership [✓] 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: See attached

8) Does this business control one or more other businesses? Yes [✓] No [ ] If Yes, please provide details: See attached

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. See attached

10) Has the bidder/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 bidder/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? No [✓] Yes [ ] If Yes, provide details for each such charge.

_____

_____

b) Any misdemeanor charge pending? No [✓] Yes [ ] 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? No [✓] Yes [ ] If Yes, provide details for each such conviction

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Town of Oyster Bay

Contact Person Robert McEvoy, Comptroller

Address 74 Audrey Avenue

City/State Oyster Bay, NY 11771

Telephone (516) 624-6444

Fax # (516) 624-6460

E-Mail Address rmcevoy@oysterbay-ny.gov

Company Town of Hempstead

Contact Person Kevin Conroy, Comptroller

Address One Washington Street

City/State Hempstead, NY 11550

Telephone (516) 812-3373

Fax #

E-Mail Address KCONROY@TOHMAIL.ORG

Company Town of North Hempstead

Contact Person Aline Khatchadourian, Deputy Supervisor

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone (516) 869-7740

Fax #

E-Mail Address smithav@northhempsteadny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey S. Davoli, 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 9th day of February 2016

Irene E. Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck and Co., P.C.

By: Jeffrey S. Davoli
Print name

Signature

Partner
Title

2 / 9 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jeffrey S. Davoli

   Date of bi[redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 25 Suffolk Court

   City/state/zip Hauppauge, NY 11788

   Telephone (631) 434-9500

   Other present address(es) None

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 10/01/2003

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO [ ] YES [✓] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO [✓] YES [ ] If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey S. Davoli, 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 9th day of February 20 16

Irene E Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Name of submitting business

Jeffrey S. Davoli
Print name

JM
Signature

Partner
Title

2 / 9 / 16
Date

Business History Form Attachment

Question # and Response:

7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.

8) The Company's partners control the affiliates by common ownership among the businesses.

9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

17) a) and b) The Company has no conflicts of interest with the County as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify and conflicts of interest.

Attachments to Business History Form information:

A. i) 1950
ii) Names and addresses of the Company's officers:

Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY 11788
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788

iii) Names, addresses and titles of the Company's officers:

Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788	President
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788	Secretary/Treasurer
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Davoli, Jeffrey S	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788	Vice President
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788	Vice President

iv) New York
v) Approximately 75 employees
vi) Approximately $13 million
vii) AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners, principals, and managers are committee members of various State organizations/societies in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA) and members of the New York State Association of School Business Officials (NYSASBO). AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars, including presentations at GFOA conferences, to clients and other professionals. AVZ professionals are also actively involved in other organizations within their communities.

viii) AVZ is a public accounting firm registered to practice in the State of New York. All AVZ partners, principals, managers, and supervisors assigned to this engagement are licensed certified public accountants.

B. In business 66 years

C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

E-52-16

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 6, 2016

1) Bidder's/Proposer's Legal Name: Albrecht, Viggiano, Zureck and Company, P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 39th Floor, New York, NY 10167

3) Mailing Address (if different): N/A

Phone : (631) 434-9500

Does the business own or rent its facilities? Rent

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 FEB 19 P 4:31

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2556624

6) The bidder/proposer is a (check one): [ ] Sole Proprietorship [ ] Partnership [✓] 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: See attached

8) Does this business control one or more other businesses? Yes [✓] No [ ] If Yes, please provide details: See attached

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. See attached

10) Has the bidder/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 bidder/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? No [✓] Yes [ ] If Yes, provide details for each such charge.

_____

_____

b) Any misdemeanor charge pending? No [✓] Yes [ ] 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? No [✓] Yes [ ] If Yes, provide details for each such conviction

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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? No [✓] Yes [ ] 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:

(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 as collection agent on behalf of Nassau County. N/A

(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 as collection agent on behalf of Nassau County. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. N/A

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. N/A

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Town of Oyster Bay

Contact Person Robert McEvoy, Comptroller

Address 74 Audrey Avenue

City/State Oyster Bay, NY 11771

Telephone (516) 624-6444

Fax # (516) 624-6460

E-Mail Address rmcevoy@oysterbay-ny.gov

Company Town of Hempstead

Contact Person Kevin Conroy, Comptroller

Address One Washington Street

City/State Hempstead, NY 11550

Telephone (516) 812-3373

Fax #

E-Mail Address KCONROY@TOHMAIL.ORG

Company Town of North Hempstead

Contact Person Aline Khatchadourian, Deputy Supervisor

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone (516) 869-7740

Fax #

E-Mail Address smithav@northhempsteadny.gov

CERTIFICATION

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I, Jeffrey S. Davoli, 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 9th day of February 2016

Irene E Howell
Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck and Co., P.C.

By: Jeffrey S. Davoli
Print name

Signature

Partner
Title

2 / 9 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jeffrey S. Davoli
   Date of birth 06 / 16 / 1962
   Home address 25 Suffolk Court
   City/state/zip Hauppauge, NY 11788
   Business address 25 Suffolk Court
   City/state/zip Hauppauge, NY 11788
   Telephone (631) 434-9500
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 10 / 01 / 2003
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO [ ] YES [✓] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO [✓] YES [ ] If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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? NO [✓] YES [ ] 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey S. Davoli, 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 9th day of February 20 16

Irene E Howell

Notary Public

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 20 18

Name of submitting business

Jeffrey S. Davoli

Print name

JSD

Signature

Partner

Title

2 / 9 / 16

Date

Business History Form Attachment

Question # and Response:

7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.

8) The Company's partners control the affiliates by common ownership among the businesses.

9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.

17) a) and b) The Company has no conflicts of interest with the County as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify and conflicts of interest.

Attachments to Business History Form Information:

A. i) 1950
ii) Names and addresses of the Company's officers:

Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788
Davoli, Jeffrey S.	25 Suffolk Court	Hauppauge, NY 11788
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788
Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788

iii) Names, addresses and titles of the Company's officers:

Murray, Thomas J.	25 Suffolk Court	Hauppauge, NY 11788	President
Quarte, Robert	25 Suffolk Court	Hauppauge, NY 11788	Secretary/Treasurer
Antaki, Stephen A.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Davoli, Jeffrey S	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Ferreira, Joseph	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Knox, John J.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Mattern, Charles	25 Suffolk Court	Hauppauge, NY 11788	Vice President
McGrath, Robert M.	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Posner, Robert	25 Suffolk Court	Hauppauge, NY 11788	Vice President
Shillingsford, Jr., John S.	25 Suffolk Court	Hauppauge, NY 11788	Vice President

iv) New York
v) Approximately 75 employees
vi) Approximately $13 million
vii) AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners, principals, and managers are committee members of various State organizations/societies in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA) and members of the New York State Association of School Business Officials (NYSASBO). AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars, including presentations at GFOA conferences, to clients and other professionals. AVZ professionals are also actively involved in other organizations within their communities.

viii) AVZ is a public accounting firm registered to practice in the State of New York. All AVZ partners, principals, managers, and supervisors assigned to this engagement are licensed certified public accountants.

B. In business 66 years

C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

Contract ID#: CQSS13000013

Department: Social Services

R 48

E-13-16

Contract Details

SERVICE Preventive Services

NIFS ID #: CLSS16000005 NIFS Entry Date: 12/ 22 /15 Term: from 01/01/16 to 12/31/16

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
NameBerkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact PersonTimothy Giacchetta E-mailtgiaccheta@berkshirefarm.org
	Phone 518 781-4567 Fax:631 420-4460

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	12/22/15		
	OMB	*NIFS Approval* ☐	12/28/2015		Yes ☐ No ☐ Not required if blanket resolution
12/30/15	County Attorney	*CA RE & Insurance Verification* ☑	12/30/15		
12/30/15	County Attorney	*CA Approval as to form* ☒	12/30/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/8/16	Concetta A. Petrucci	
	Rules ☒ / Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/6/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8

Contract Summary

Description: Preventive Services

JI-81-3

Contract ID#: CQSS13000013

Department: Social Services

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History:We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$142,787.50
Federal	$171,345.00
State	$257,017.50
Capital	$
Other	$
TOTAL	$571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3		$
4	SSGEN7600/TT714	$571,150.00
5		$
6		$
	TOTAL	$571,150.00

R. Amato 12/30/15

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/6/16
Date	Date	*(For Office Use Only)* E #:

125792

E-13-16

RULES RESOLUTION NO. 48 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-22-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Berkshire Farm Center and Services for Youth.

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: Berkshire Farm Center & Services for Youth

CONTRACTORADDRESS: 13640 Route 22, South Canaan, NY 12029

FEDERAL TAX ID #: 141368125-02

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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on SEPTEMBER 6, 2013 [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 AN RFP WAS ISSUED.

[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.

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

12-22-15

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

126057

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Service Provided: PREVENTIVE

Evaluation Period: From: January 1, 2015 **To:** October 31, 2015

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: .....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service			✓		
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints			✓		
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? ***Yes*** / ***No***

If rated 3 or lower & Yes checked, please explain below:

Berkshire responds timely to new assignments. They are not always timely in the completion of work to allow for the timely transfer of cases. There are concerns about the ability of some staff which has been discussed with their administration. While there is improvement over the past year

38987

Consistent deficits remain.

Milton Friedman

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
    - DSS staff?
    - Other Nassau County departments?
    - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 22, 2015

Subject: Berkshire Farm Center & Services for Youth (Preventive Services)
Renewal 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 6, 2015, notifying him of the above fact. Further attached is a letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA dated November 17, 2015. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. DSS met with CSEA on December 17, 2015 and the objection was withdrawn by CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126056

• EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 6, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Berkshire Farm Center & Services for Youth
Family Wrap Around Program, Preventive Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

S/

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125394

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

CSEA
NASSAU LOCAL 830

11/17/15

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tulfel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Berkshire Farm Center & Services for Youth 2016

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 13, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
Keith Cromwell, Office of Labor Relations
File

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), 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 Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 is from September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 ($1,306,566.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for 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. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 ($571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 ($1,877,716.33) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Jim Dennis

Title: Interim CEO

Date: 11/23/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

124987

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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

STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 23rd day of November in the year 2015 before me personally came Jim Dennis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she resides~~ does business in the County of Columbia ; that he or she is the Interim CEO of Berkshire Farm Center, 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
Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified In Rensselaer County
Commission Expires Nov. 10, 2016

AMENDED *Exhibit B*
January 1, 2016 to December 31, 2016

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$329,561
1b	Fringe	$112,051
1 Total	Personnel (Salary plus Fringe)	$441,612
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$20,500
4	Equipment	$1,500
5	Supplies	$1,500
6	Contractual Services	$0
7	Rent/Utilities	$30,000
8	Department Specific Costs	$2,500
9	Other Costs	$21,615
10	Administrative Overhead	$51,923
	Gross Expenditures (Lines 1 – 10)	$571,150
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$571,150
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$571,150

E-13-16

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Berkshire Farm Center

Address: 13640 Route 22

City, State and Zip Code: Canaan NY 12029

2. Entity's Vendor Identification Number: 1000013733

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501(c)3 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):

See attached sheet

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.

N/A

C-135-76

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.

BUFSD

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 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.

T 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: 9/2/15 Signed: _____

Print Name: Jim Dennis

Title: CEO

BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

OFFICERS & BOARD OF DIRECTORS

BOARD CHAIRMAN

Mr. Robert A. Kandel

CHAIRMAN EMERITUS

Mr. Charles H. Mott

EXECUTIVE COMMITTEE 2015 / 2016

Robert Kandel
Charles Mott
Jan Geniesse
James Matison

DIRECTORS

Ms. Suzy Akin

Mr. Conor Boyd

Ms. Marcia Callender

Ms. Jan Finger Geniesse

Ms. Elizabeth Herbst-Brady

Mr. James Matison

Ms. Lucia Skwarek

Mr. Eric Twombly

Ms. Kathy Valyi

DIRECTORS EMERITUS

Katharine McQuarrie (2012)

Mr. Douglas M. Loudon (2013)

Updated June 3, 2015

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.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11-10-15

1) Bidder's/Proposer's Legal Name: Berkshire Farm Center & Services for Youth

2) Address of Place of Business: 13640 Route 22

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone (518) 781-4567

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 060529987

5) Federal I.D. Number: 14-1368125

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) 501(c)3

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 bidder/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 bidder/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? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ 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? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ 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? No ✓ Yes ___ 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? No ✓ Yes ___; 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? No ✓ Yes ___ 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:

(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 as collection agent on behalf of Nassau County. N/A

(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 as collection agent on behalf of Nassau County. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. N/A

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.

BFC Board of Directors adopted a Conflict of Interest Policy on June 26, 2004.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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); New York

   v) The number of employees in the firm; 650 - 700

   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. 130

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Columbia County DSS

Contact Person Ronald Morales

Address 25 Railroad Avenue - PO Box 458

City/State Hudson, N.Y. 12534

Telephone (518) 828 - 9411 ext. 2170

Fax # (518) 828 - 5401

E-Mail Address Ronald.Morales@dfa.state.ny.us

Company Broome County DSS
Contact Person Marc Day
Address 36-42 Main Street
City/State Binghamton, N.Y. 13905-3199
Telephone (607) 778-2781
Fax # (607) 778-2740
E-Mail Address Marc.Day@dfa.state.ny.us

Company Westchester County DSS
Contact Person Jean DeMarco
Address 112 East Post Road
City/State White Plains N.Y. 10601
Telephone (914) 995-2259
~~Fax~~ main # (914) 995-5411 Fax-(914) 995-5688
E-Mail Address jad7@westchestergov.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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jim Dennis, 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 23rd day of November 2015

Deanna Harrington
Notary Public

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Name of submitting business: Berkshire Farm Center & Services for Youth

By: President / CEO Jim Dennis
Print name

Signature

Interim CEO
Title

11/23/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jim Dennis

   Date of birth 10/23/56

   Home address _____

   City/state/zip _____

   Business address 13640 State Rt. 22

   City/state/zip Canaan, NY 12029

   Telephone 518-781-4567

   Other present address(es) _____

   City/state/zip N/A

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Interim Chief Exec. Officer 11/3/15 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___; 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? NO ✓ YES ___ 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? NO ✓ YES _____ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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? NO ✓ YES ___ 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jim Dennis, 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 23rd day of November 2015

Deanna Harrington
Notary Public

Berkshire Farm Center & Services for Youth
Name of submitting business

Jim Dennis
Print name

Signature

Interim CEO
Title

11 / 23 / 15
Date

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jim Dennis / CEO — 11/23/15
Name and Title of Authorized Representative — m/d/yy

Signature — 11/23/15
Date

Berkshire Farm Center & Services for Youth
Name of Organization

13640 Route 22 Canaan, NY 12029
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract ID#: CQSS13000013

Department: Social Services

E-161-13

Contract Details

SERVICE Preventive Services

NIFS ID #: CQSS13000013 NIFS Entry Date: 06/28/13 Term: from 09/01/13 to 12/31/14

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Berkshire Farm Center & Services for Youth	Vendor ID# 141368125 -02
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta Email:tgiacchetta@berkshirefarm.org
	Phone 518 781-4567 Fax: 631-420-4460

County Department
Department Contact Virginia Webb
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	7/8/13		
	OMB	*NIFS Approval* ☐	7/12/13		Yes ☒ No ☐ Not required if blanket resolution
7/15/13	County Attorney	*CA RE & Insurance Verification* ☑	7/15/13		
7/15/13	County Attorney	*CA Approval as to form* ☒	7/16/13		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	7/16/13	Gregory C. Muy	
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐	07/30/2013		
	Comptroller	*NIFS Approval* ☑	8/29/13	CC 8/15/13	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	7/22/13		

PR5254 (8/04)

Contract ID#: CQSS13000013

Department: Social Services

Contract Summary

Description Preventive Services
Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 46,663.08
Federal	$ 55,995.70
State	$ 83,993.55
Capital	$
Other	$
TOTAL	$ 186,652.33

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT714 / SSGEN7600	$ 186,652.33
2		$
3		$
4	J. Amato 7/15/13	$
5		$
6		$
	TOTAL	$ 186,652.33

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael L Cohen	Name Steven J Schwirck	Date 7/22/13
Date 8/29/2013	Date 8/29/13	(For Office Use Only) E #:

PR5254 (8/04)

E-16-1-13

RULES RESOLUTION NO 235 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-25-13
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the " The Family Connections Program", a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the " The Family Connections Program", a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

THIS AGREEMENT, dated as of 6/25/13 2013, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 13640 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, 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;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. (a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide preventive services in support of the Nassau County Department of Social Services Children's Services Division (the "Services").

(b) The Department shall at its discretion refer children and families for preventative services to the Contractor in conformity with "The Family Connections Program," which is described in detail in "Appendix A, Scope of Work."

(c) Families referred to the Contractor for Services are those which are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Intensive services shall be furnished to those families which are willing to commit to addressing the issues that are placing their children at "imminent risk" of out-of-home placement or issues that are preventing their children from returning to their care. "Imminent risk" is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

(d) The Contractor is obligated to meet and perform the Services of the program, which are described in detail in Appendix A and which include, but are not limited to:

1. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

2. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
3. Engaging families quickly to enable them to accept the services offered.
4. Direct treatment including school, home, and community-based interventions.
5. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
6. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
7. Increasing the ability of families to use the array of community resources available in Nassau County.
8. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
9. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, Department caseworkers, etc.
10. Intensive services consisting of small caseloads of up to three families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
11. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
12. Family Specialist will work flexible hours to accommodate family schedules.
13. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
14. A Program Coordinator who is exclusively dedicated to the administration of this Agreement.
15. Aftercare services will be provided to each family for an additional thirty (30) days after discharge.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(f) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors, and supervisors.

(g) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(h) The Contractor shall submit to the Department the following Program Evaluation: Follow-up studies of families who were served will be done after twelve (12) months. The Contractor agrees to comply with the evaluation guidelines to be provided by the New York State Office of Children & Family Services and to cooperate with the Department in the evaluation.

(i) Performance Standards. The Contractor shall comply with the following performance standards by ensuring that:

(1) Eighty percent (80%) of the families receiving preventive services will remain intact.
(2) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
(3) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
(4) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within twenty-four (24) hours of referral from the Department
(5) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(j) Reporting. (1) The Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
ii) total number of youth placed in foster care;
iii) total number of families remaining intact;
iv) total number out of home placements;
v) total number of families assessed to have deficits in parenting skills;
vi) total number of families who received training in parenting skills;
vii) total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
viii) other statistical information requested by the Department which is relevant to the program's status and success.

(k) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(l) Contractor will develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Seven Hundred Forty Six Thousand Six Hundred Nine and 33/100 Dollars ($746,609.33) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 One Hundred Eighty Six Thousand Six Hundred Fifty Two and 33/100 Dollars ($186,652.33), subsequent encumbrance for Year 2014 to be encumbered at future date to be determined by the Department Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven and 00/100 Dollars ($559,957.00). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10^{th}) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined in Section 4 below (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed 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. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") Exhibit "B" attached to this Agreement. "Exhibit B" Line-Item Budget annexed hereto, may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: Living Adjustments. The lump sum cost of living adjustments for Foster Care and Preventive Services Agencies offered by the New York State Office of Children and Family Services pursuant to 00- OCFS LCM-30 will be distributed in accordance with said directive subject to continued funding, future modification and/or revocation.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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 governments 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, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client Information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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 taken pursuant to or authorized by this Agreement and 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 and 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.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor

shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10 Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(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 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" and Circular A-133 "Exhibit B" annexed hereto. Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (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. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. 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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (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.

15. 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.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located 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. The provisions of this Section shall survive the termination of this Agreement.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE 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 to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability. (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 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.

19. 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.

20. 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.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by

the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____
Name: Timothy Giacchetta
Title: CEO
Date: 6/25/13

NASSAU COUNTY

By: _____ Richard R. Walker
Chief Deputy County Executive
Name: _____
Title: ~~County Executive~~

☐ ~~Deputy County Executive~~

Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

112286

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of September in the year 2013 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 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 Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)
Columbia)ss.:
COUNTY OF ~~NASSAU~~)

On the 26th day of June in the year 2013 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Columbia; that he or she is the CEO of Berkshire Farm Center, 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
Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Appendix A
SCOPE OF WORK
Program Description and Staffing

Berkshire Farm Center and Services for Youth
The Family Connections Program
An Evidenced Informed Intensive Preventive Service

a. **Service Summary**

The Family Connections Program is a trauma informed, intensive home, community and school based program designed to address Nassau County's need for Preventive services for youth and families at imminent risk of out-of-home placement. Family Connections provides an array of services to help strengthen family functioning so youth can remain safely in their homes and communities. The target population for the Family Connections Program is children and families identified by the Nassau Department of Social Service who are involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Services include intake and comprehensive assessments, crisis intervention, individual and family counseling, linkages to community resources, and instruction/assistance in interpersonal, parenting, problem solving and decision making skills. These services are provided by Family Specialists who work with a maximum of four families at a time. This level of intensity allows staff to meet with families multiple times each week, often during non-business hours to accommodate work and school schedules, to ensure that services address the strengths and needs of each family member and to be available to respond to families when they need assistance 24 hours a day, seven days a week.

The goals of the Family Connections Program are to avoid the need for children to be placed out of the home or to facilitate reunification of children and families as children return home from foster care. Outcomes for the program include rapid engagement of and service delivery to families, reduction in the number of children needing to be removed from their homes to enter out-of-home placement, and an improvement in parenting skills.

Berkshire Farm Center and Services for Youth (Berkshire) has been providing Family Connections to the children and families of Nassau County for two decades. In that time, Berkshire and Nassau County have developed a strong, effective partnership, tailoring the program to address the specific needs of the County and its children and families. As a result, the program has become a vital and prominent resource for youth and families in need of prevention services. Because of the success of Family Connections, hundreds of children have averted the need for out-of-home placement, and families have developed the skills to live and thrive as independent and productive members of their communities throughout the County.

b. **Proposed Service**

Program Overview

The Family Connections Program, a trauma-informed, intensive home, community and school based program, is based on the Homebuilders Model of service delivery, which was developed by the Behavioral Sciences Institute of Tacoma, Washington in 1974. This model formed the basis for family preservation programs in many states. Homebuilders' primary goal is to avoid the unnecessary placement of children outside of their homes; since its inception, it has been evaluated both formally and informally and has shown repeated positive outcomes for placement prevention and child and family functioning. The program is designed to diffuse the immediate crisis and teach family members the skills they need to live together safely. This is the foundation for Family Connections.

The Family Connections Program is built on the promotion and support of frequent and positive parent-child interactions. Based on Berkshire's years of experience providing this service, the agency has determined that the most effective strategy is to provide frequent, multiple face-to-face home visits weekly and unlimited collateral contacts for each family. The focus of these contacts is to foster the parent-child relationship in order to avoid out-of-home placement or to stabilize the family upon a child's return from foster care. Family Connections is centered on finding the strengths of each child and family member from which to build the foundation for enhanced growth and development of positive family interactions, thus avoiding out-of-home placements.

The primary consideration of the program is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the *end state* for Family Connections is:

- Families will learn to prevent crises and to handle crises that do occur in a productive and safe manner, so that youth at imminent risk of placement can remain in their homes.
- Families and youth in crisis will be supported and be taught problems resolutions that encourage family unity.
- Parents/caregivers will learn skills to better parent and support their youth.
- Families will demonstrate the ability to advocate for their own basic needs and identify the array of community services available to them.

Family Connections is a short-term program. However, due to the nature and extent of problems being experienced by families served by the program, some families may need ongoing services to continue and reinforce the changes begun while in the Family Connections Program. Once the families are stabilized, program staff will link the family with appropriate community resources. It is expected that the trusting relationship established with the Family Specialists will enable families to build positive relationships with other service providers in the community, enabling them to use and benefit from community-based services while preventing the need for more costly out-of-home placement.

The Family Connections Program is founded on best practice principles:

- *Individualized, strength based, client centered family focused program design*: Family Connections is designed to empower youth and families in the program and in their lives, and families are considered 'partners' in all aspects of service delivery.
- *Cultural competence*: Berkshire is committed to ensuring cultural competence, and has developed programs to be culturally sensitive to the needs of youth, families and their communities.
- *Focus on safety, permanency planning and well-being*: All services provided by Family Specialists are designed to ensure safety and stable, permanent home environments for youth and families.
- *Specific strategies to work with persons experiencing issues related to child welfare, juvenile justice, mental health and/or substance abuse*: Throughout Berkshire's long and distinguished history of working with the population served by Family Connections to assist them with challenges that span a wide array of systems, programming has been developed and refined to address the complex and often multi-system needs of this population and their families.
- *Strategies that are trauma informed*: Berkshire has implemented the Sanctuary Model®, a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Sanctuary's objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. It promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large. This model is being infused into all programming agency wide.
- *Strategies that promote positive youth development*: The Family Connections Program, either directly or through linkages to community based resources, provides opportunities for youth to enhance their interests, skills, and abilities to help them succeed at home, in school and in the community. These opportunities help pave the way for youth to make the transition to adulthood as productive and healthy members of their community.
- *Linkages to natural community supports*: One of the cornerstones of the Family Connections Program is to facilitate the linking of youth and families to supports in their community that they can access once their participation in the program ends. The goal of this is to promote independent, appropriate family functioning that will avert the need for out-of-home placement.
- *Working knowledge of theory and practice in child welfare, juvenile justice, children's mental health, youth services, and compliance with all rules and regulations*: Berkshire has a strong, experienced staff that has considerable expertise in the areas of child welfare, juvenile justice, mental health and youth services. Furthermore, Berkshire has developed strong relationships with local departments of social services, probation, mental health and youth services, and is a state leader in providing preventive programming. Because of Berkshire's statewide network of programming and extensive experience, Family Connections staff will have full access to this wealth of knowledge and expertise.

All Berkshire Farm programs operate in compliance with local, State and Federal rules and regulations.

Target Population: The target population for the Family Connections Program will be identified by the Nassau County Department of Social Services (NCDSS) as children and families being involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. The program is intended to provide intensive services to those families that are willing to commit to addressing the issues that are placing their children at imminent risk of out-of-home placement or issues that are preventing their children from returning to their care. Imminent risk is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

The Family Connections Program, as with all Berkshire Prevention programs, operates from its No Reject Policy. Every child and family will be given the opportunity to voluntarily receive services that will enable the youth to remain safely and successfully in their homes and communities.

Scope of Services

The Family Connections Program is an intensive, short-term, crisis response program that emphasizes the development of resiliency and skills that help children and their families or caregivers live safely, independently and productively within their homes and communities. The program has the following services and characteristics in order to achieve the outcome of preventing children from entering the foster care system or helping them reunify with families safely and successfully in a timely fashion:

- **Referrals:** Referrals will be accepted from the Nassau County Department of Social Services during business hours, Monday through Friday. The referrals will be responded to within 24 business hours by the Family Specialist, who will rapidly engage the family and explain the program, conduct an assessment, and determine the family's interest in and/or appropriateness for participation in the program. Over the last 30 years in Nassau County, at least 90% of referrals received by Berkshire's current Family Connections Program have been responded to the same day as receiving the referral for intake and assessment in recognition of the importance of rapid engagement for this high-need, high-risk population.

- **Crisis Intervention:** Family Specialists will respond to families immediately during times of crisis, no matter the day or time, and the Program Coordinator will be available for assistance and support. Each Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn to use skills that will help them avoid crises, or respond more appropriately, in the future.

  After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities, including household chores, family discussion, communication exercises, problem solving, and activities using community resources. The

ultimate goal is to empower the family to live safely, avoid or minimize risk and/or crisis situations, and function effectively and independently.

- **Case Load Size**: Family Connections' Family Specialists will serve up to 4 youth and their families daily, with multiple home visits weekly as well as unlimited collateral contacts to coordinate services. While working with these youth and their families, the Family Specialists will also provide services to other youth within the family in an effort to avoid any or all youth from being removed from the home; therefore, the program serves the entire family and does not specifically target one youth. The Family Connections Program will provide services to a minimum of 96 families during the program year.

- **Length of Service**: The family will generally receive intensive services for 6 weeks with an option to extend up to 8 weeks. The short term, intensive nature of the Family Connections Program is significant, not only because it has proven to be highly effective, but also because it keeps the staff and family energized and motivated, helps families stay focused on immediate and specific goals to resolve the presenting crisis, and enables staff to teach whatever skills are needed to enable the family to live safely without intensive outside intervention.

- **Hours of Service**: Each Family Specialist works a flexible schedule to be available to respond to referrals and to accommodate all families' schedules and time constraints. This will include early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, which entails each Family Specialist being on-call for their individual caseload. The Program Coordinator is also available for assistance and supervision regardless of day or time. Each family will have cell phone numbers to contact either the Family Specialist or Coordinator in the event of a crisis situation.

- **Aftercare Services:** Families will be offered 30 days of aftercare at the County's request, *at no cost to the county,* consisting of one contact per week to ensure families are following through with community linkages and to provide support and assistance as needed.

- **Rapid Family Engagement:** The Family Connections Program utilizes a combination of models of treatment to rapidly engage the youth and families. Each Family Specialist will work intensively with youth and families by embracing Berkshire's "do whatever it takes" philosophy. Historically, this means utilizing basic counseling skills that are internalized within each Family Specialist. The strategies involved in rapid engagement involve a worker that displays empathy, understanding and foremost a non-judgmental attitude. This demeanor is a necessary condition for the family to respond to services and treatment.

  Functionally, this translates into unlimited phone contacts, face-to-face contacts, immediate crisis response, transportation, and any/all needed interventions with youth and families as well as aftercare services. Specifically, Family Connections staff will go out to the home the same day of receiving the referral. While meeting with the youth and family, the Family Specialist will explain the scope of the program and have all necessary program releases signed. Prior to ending the first visit, the next return visit will be scheduled and all

emergency numbers will be given to the family (i.e. Family Specialist and Program Coordinator contact information).

- **Family Assessment:** Once the family has completed the Service Agreement, Initial Intake and Safety Assessment, the Family Specialist will begin the full assessment process. This process is strength based and family focused, and serves as the basis for the development and implementation of treatment plans for each family. The assessment process will be completed within the first seven (7) to 30 days of services, and includes:
  - *Berkshire Home Safety Assessment*: is a comprehensive assessment completed at the initial visit which identifies safety/risk factors and develops a plan to address them immediately. This is completed by the Family Specialist with youth and families within 24 hours of intake, at 30 days and again at discharge.
  - *Basic Needs Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to document how the family is meeting the youth's basic needs, and helps guide planning to meet unmet needs. Areas covered include safety and risk factors, food, housing, clothing, medical/dental, educational and day care if needed.
  - *Berkshire Assessment*: to be completed within the first seven days of service to assess and identify areas of need to determine subsequent short and long term intervention strategies. Areas covered include: prior trauma, legal/law enforcement, medical, mental health/psychiatric, family, school, behavioral issues including aggression and/or domestic violence, and substance abuse.
  - *Parenting Assessment*: is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to assess parenting communication and skills, to develop a plan to address needs or challenges identified in the assessment, to assess progress made during program participation, and to identify areas where further support and/or instruction will benefit family functioning.
  - *Psychosocial Assessment of the Youth and Family*: completed by the Family Specialist within 30 days of intake. This assessment collects information regarding the family's perception of the problem(s), family strengths and needs, and a diagnostic assessment of the youth and family's level of functioning.
  - *Ansell Casey Life Skills Assessment*: conducted with youth ages 14-21 to identify strengths and needs in preparing them to make the transition to the community and adulthood. Topics covered in the assessment include career planning, communication, work and study skills, daily living, housing & money management, home life, self-care, and social relationships. All of the needs revealed through the assessment will be incorporated into the treatment plan for direct and/or referred services.
  - *Please see attached assessments*

- **Treatment Planning Process**: The comprehensive assessment and treatment provided by the program is multi-systemic and strength-based, focused on targeting the skills and behaviors necessary for youth to develop positive decision making skills and social

connections and for parents to learn skills to improve family functioning and maintain safe households. An Initial Safety Treatment Plan is developed through a collaborative effort with the youth, family, Family Specialist, community service providers, school personnel, and the Department. The plan enumerates youth and family issues, establishes goals and outcomes to achieve them, itemizes tasks or activities to be completed by each team member, and identifies strengths and resources of the youth and family to be utilized to achieve success.

On at least a weekly basis, the Family Specialist evaluates the progress made and continuing needs with the family. Barriers to achieving outcomes and relevancy of goals are also evaluated. This immediate, ongoing and intensive response to their needs is very effective in engaging the participation of the families. From this base of trust built, the program is then able to move on to the broader set of challenges facing the families.

Thirty days after opening, the Initial Conference Safety Meeting with NCDSS and Berkshire Staff takes place. The Initial Conference Safety Summary is reviewed and the case is discussed for progress, barriers, current functioning and needs, and length of service. Depending on the determination of length of service, at six or eight weeks, the Final Conference Safety Meeting is conducted with NCDSS, Berkshire Staff and transferring agency if additional General Preventive Services are warranted. The Final Conference Safety Summary is reviewed and discussed for progress, barriers and recommended additional services. *Please see attached Initial Treatment Safety Plan, Weekly and Final Goal Review Sheet, and Initial and Final Conference Safety Summary,*

- **Therapeutic/Clinical Services:** The Family Specialist will do "whatever it takes" to address home, community and school related issues that are impacting functionality. This translates into strategies that are individualized and flexible based on the needs of each family; these are solution focused and address interpersonal (individual) and/or systemic (family, peers, school, community) factors. Interventions can occur in a number of different domains depending on the needs of the family (family, peer, school, community) and draw from a number of treatment strategies that include but are not limited to cognitive behavioral, crisis intervention, parent training and family skills building (e.g., advocacy, developing and maintaining community support), group counseling and support groups. Through the treatment process, barriers (such as poor parenting skills, mental health issues, fear of the school environment, peer pressure) that are causing issues for the family are identified, addressed, and resolved, directly or through community linkages, prior to discharge from the program. In the event additional, appropriate clinical services are deemed necessary, Berkshire staff will work closely with NCDSS to refer.

  The Family Specialist will provide services that are individualized, family and community centered, flexible, culturally competent, cost-effective, and provided within established time frames. The Family Specialist will work closely with NCDSS to assure that services are being delivered and performance targets are being met.

- **Family Team Meetings:** Family Team Meetings are a family-led decision-making process that brings together individuals concerned with the safety, permanency and well-being of the children to make the best possible plans and decisions. These meeting will take place determined on the family's individual needs.

- **Counseling:** Since the goal of the program is to help youth and families live successfully and safely in their homes and communities, a major element of the program will be the provision of individual and family counseling. Counseling will focus on helping youth and families address the issues that led to crisis at home, school and/or the community, and more importantly, on helping participants develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.

- **Case Documentation:** Each Family Specialist will provide all the necessary case documentation, utilizing the New York State's Connections System as well as all required NCDSS documentation and Berkshire's clinical case management paperwork. All Berkshire services are currently standardized upon a comprehensive case management policy. This comprehensive case management policy has been updated to reflect the changes required with Connections and adheres to all Administrative Directives published by the New York State Office of Children and Family Services, as well as best practice standards set by The Council of Accreditation (COA). Berkshire's Information Technology Department ensures that all programs and program staff are able to fully utilize all electronic data systems. Progress notes will be entered within five business days of event and within two days of opening in Connections.

- **Interpreter Services:** Because family participation is so critical to goal development and treatment planning, ensuring their ability to communicate effectively during all meetings and contacts is essential. Each Family Specialist will provide assistance to parents and families in communicating with all service providers regarding issues or concerns that would affect the family's stability within the community. This will include providing interpreter services that will encompass vision or hearing impairments, as well as linguistic challenges, that interfere with communication. Since at least two program staff will be Spanish-speaking, most linguistic needs will be addressed internally, and Family Specialists will work with families to access interpreters for other language needs. Berkshire's Long Island programs, including the VISION Program, utilize the services of Sally J. Maldonado, American Sign Language Interpreter, PO Box 146, Huntington Station, NY 11746, 631-312-7245.

- **Stand-By Guardian:** Each Family Specialist will work with a family to identify an agreeable stand-by guardian for each youth in the family in case of a family crisis or emergency or in the event a family needs a "break" from one another to effectively work on treatment plans.

- **Respite Services:** The Family Connections Program will work closely with NCDSS to evaluate the need for respite on an as needed basis. In addition to situations where a family needs a "break" from one another, respite may also be used when parents do not have child care, or in cases where children are at imminent risk of placement in order to ensure their safety while that issue is addressed and resolved. Berkshire has certified foster homes that can be utilized for respite services and Family Connections staff will help coordinate those services. The Respite Rate is not included in the budget.

- **Referral Services/Community Linkages:** The Family Specialists will ensure that all family members are linked to needed services and resources based on needs identified through the intake and assessment process, or during ongoing participation in the program. The Family Specialist will facilitate linkages to the appropriate community based service provider and provide/arrange for transportation as needed. Berkshire has established working relationships with and will reach out to the following:
  - Mental Health Services
    - Freeport Pride
    - Hispanic Counseling Services
    - Central Nassau Guidance and Counseling Services
    - Peninsula Counseling Center
  - Substance Abuse Services
    - Tempo
    - Family Recovery Center Alcoholism Outpatient Clinic
    - Alcoholics Anonymous, Narcotics Anonymous
    - Al-Anon/Alateen
  - Domestic Violence Services
    - Nassau County Coalition Against Domestic Violence
    - Coalition Against Child Abuse and Neglect
  - Educational and Vocational Services
    - BOCES
    - Long Island Advocacy Center
    - Long Island Beauty School
    - EOC
  - Food Assistance
    - Catholic Charities
    - Nutrition Network
    - Meals on Wheels
    - Pantry on Wheels
  - Health Services
    - Long Island Association for AIDS Care
    - Nassau County Department of Health
    - S.N.A.P. Long Island
  - Housing Assistance
    - Family and Children's Services
    - Long Island Fair Housing

- **Identification of Community Based Resources:** In addition to identified needed support services, Family Specialists will help youth and families identify recreational and leisure activities, facilities and groups to access during and after program services end. This is of particular importance in order to connect youth with positive activities during non-school and work hours, so unsupervised time is minimized. Family activities will also be explored and encouraged. Possible resources will include:
  - Big Brothers Big Sisters of Long Island

- Cornell Cooperative Extension of Nassau County
- Boy Scouts/Girl Scouts
- Art League of Long Island
- Local libraries in each Community
- Local Museums throughout the County
- Performing Arts Groups throughout the County – music, dance and theater
- Nassau County Parks

- **Transportation:** With Berkshire Prevention Programs, all transportation needs will be immediately addressed through the Family Specialist until formal services are put in place. This will include ensuring that youth get to school on time and that youth and families are present for all appointments, activities and Family Court appearances.

- **Safety:** A primary consideration for Berkshire staff is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the Family Connections Program will help families learn to handle life stressors in certain domain areas in a productive and safe manner so that youth receive the instruction and support they need.

- **Parenting Skills:** Family Specialists will provide support and education to parents to help them learn the skills necessary to keep their children safe in the home. This will happen during individual and family sessions, using age-appropriate skill-building, role playing and direct instruction.

- **Parent Aide Services:** Depending on results of assessments, the Family Specialist will work with parents, assisting them with needed concrete instruction/support. Areas that parents may need assistance with may include: setting rules, rewards and consequences, appropriate discipline, infant care, potty training, transportation for shopping or laundry, developing morning and evening routines with children, and household organization.

- **Social and Interpersonal Skills Building:** During individual sessions with the youth and family, each Family Specialist utilizes Albert Bandura's Social Learning Theory, which stresses the importance of observational learning. Using this theoretical framework, interpersonal and daily living skills are demonstrated consistently by the Family Specialist through role modeling and interacting whenever in contact with the family.

- **Independent Skill Building:** For youth ages 14 and older, independent living skills programming will be available. Starting with the Ansell Casey Life Skills Assessment to determine areas of strengths and needs, individual and group instruction will be held to teach and rehearse skills as youth prepare for their futures at home and in the community. Needs identified in the Ansell Casey will also serve as a guide for linkages to community resources in areas such as vocational training and career planning.

- **Basic Skills Development**: Basic skills development will be taught and nurtured through advocacy, support, instruction, and other activities. Through these techniques, the Family Specialist will assist the parent(s) in developing crucial life skills such as age-appropriate parenting, meal planning and preparation, developing and adhering to budgets, learning to appropriately advocate for services (academic, medical, mental health, etc.) and navigating the social services system. Other skills include helping parents apply for and maintain long term benefits such as food stamps, SSI, subsidized child care, medical insurance assistance and subsidized housing, and identifying and visiting food pantries and thrift stores. As appropriate, families will be connected with community resources to ensure they are able to always meet basic needs. Food pantries, churches and thrift stores in each community will be utilized.
- **Problem Solving/Decision Making Activities**: During visits with families, Family Specialists will devote time to helping family members develop effective problem solving and decision-making skills in order to more effectively manage crises and problem situations in the future. This is an important aspect of services and will be a focal point of all home visits with both the youth and family members.

- **Educational Support and Advocacy**: When academic issues are identified in assessments or during discussions with school administrators and staff, appropriate goals and strategies to achieve them will become part of the treatment plan. Berkshire has a long history of reducing truancy and the risk of school failure, and the strategies developed through this experience will be used in Family Connections. The Family Specialist will also provide parents with assistance and support to advocate for their youth's needs, and provide youth with skills and services to succeed in school. Family Specialists will also help families identify appropriate after school programs that enhance performance and behavior and provide constructive use of leisure time.

- **Tutoring:** Tutoring services will be offered to each family member on an as needed basis. Possible resources will include local colleges such as the Hofstra and the State University of New York at Farmingdale. Any academic needs will be immediately addressed through the Family Specialist until formal services are put in place.

- **Developmentally and Age-Appropriate Programming**: Youth and families in the Family Connections Program will be offered programming that is appropriate for their ages and developmental levels.

- **Flexible Emergency Fund:** The Flexible Emergency Fund is money needed/used to help families with items and situations that are beyond the "normal" scope of program services. Examples of uses for this fund may include purchasing provisions needed to ensure the family's basic needs are met, appropriate school clothes for a child who lacks this or paying for an American Sign Language interpreter for a parent who is hearing impaired.

In summary, the core features of the program include, but are not limited to:

16. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

17. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
18. Engaging families quickly to enable them to accept the services offered.
19. Direct treatment including school, home, and community-based interventions.
20. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
21. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
22. Increasing the ability of families to use the array of community resources available in Nassau County.
23. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
24. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, NCDSS caseworkers, etc.
25. Intensive services consisting of small caseloads of up to 4 families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
26. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
27. Family Specialist will work flexible hours to accommodate family schedules.
28. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
29. Aftercare services will be provided to each family for an additional 30 days after discharge.

Staffing Pattern:
There will be six (6) Family Specialists in the Family Connections Program and each will maintain a caseload of up to four (4) families at a given time. The staff positions directly involved in the Family Connections Program are indicated in the following chart:

Title	FTE	Education/Experience
Assistant Director of Prevention	.21	MSW or Human Services equivalent with four years' experience working with youth and families and a minimum of two years of supervisory experience.
Program Coordinator	1	MSW or Human Services equivalent with two years of experience working with youth and families and a minimum of one year of supervisory experience.
Family Specialist	6	MSW or Human Services equivalent preferred, or Bachelor's degree required with a minimum of two years' experience in the human services field.
Secretary	.36	High School diploma or GED, plus two years of secretarial experience.

Staff Responsibilities:
The Program Coordinator will assist in recruiting, screening, and hiring of staff, and keep the Assistant Director of Prevention up to date on the progress, as well as any issues pertaining to a

specific family and/or the program. The Program Coordinator is also available 24/7 to provide support and guidance to Family Specialists. The Program Coordinator will be responsible for writing all monthly, quarterly and annual program and fiscal reports, and will serve as program liaison with all county and community providers. There will always be a staff member designated to cover the responsibilities of the Program Coordinator in the event of her absence.

The Family Specialist will provide all program services for youth and families, provide or arrange for any outside clinical needs for the youth and families, monitor all aspects of the daily functioning of the program, meet regularly with local services providers, assist in the coordination of educational needs, provide necessary transportation, and other duties as assigned. They will participate in the development and implementation of treatment plans; develop and maintain productive working relationships with schools, community agencies, and organizations. Each will work with up to four families on a daily basis and be available to the families 24/7.

The Program Secretary will provide administrative support to the program. This will include preparing reports and maintaining case records.

The Assistant Director of Prevention will oversee the efficiency and effectiveness of the program, provide clinical expertise in difficult cases, and keep in close contact with personnel from the Department. The Assistant Director is supervised by and works closely with the Director of Prevention; they serve as liaisons to Berkshire's Executive Council and Leadership Team.

Staffing Requirements

The Families Together Program will have a Program Coordinator, six (6) Family Specialists and one (1) Program Secretary. Berkshire intends to employ staff with the following characteristics:

- Representative of and sensitive to the community served, in terms of culture and language. This will include at least 1-2 direct service staff members who are bilingual in English and Spanish to ensure appropriate services to the large Hispanic population in the community.
- Appreciative and respectful of the cultural diversity, values and traditions of the youth and families served as well as the community as a whole.
- Experienced in crisis intervention, response and stabilization techniques.
- Knowledgeable about and skilled in engagement of youth and families.
- Experienced in working with families of youth at risk of involvement or currently involved in the juvenile justice system.
- Possessing a thorough understanding of adolescent development.
- Proficient in working with a range of families and youth with multiple and diverse needs.
- Experienced in a variety of concepts and practices regarding individual and family treatment, domestic violence issues, mental health and substance abuse assessment and treatment.
- Comfortable with and able to reach out to and develop relationships with community based service providers.

Berkshire's Supervisory Philosophy

Berkshire ensures that all staff, regardless of department, program or position, receives regular supervision. For direct care staff such as Family Specialists, supervision occurs on a weekly/bi-

weekly basis for at least one hour. The philosophy behind the supervisory process is "Supervision For Success." This model is punctuated by the premise that all employees want to succeed in their job, and it is the supervisor's responsibility to provide them with the tools, knowledge and resources so they can succeed. Starting with recognizing strengths and accomplishments, the model empowers employees to take responsibility for their actions and strive to enhance performance.

For Family Connections, the Program Coordinator will provide clinical and administrative supervision to the Family Specialists, as well as administrative supervision to the Program Secretary. The Program Coordinator will receive clinical and administrative supervision from the Assistant Director of Prevention.

Recruitment

- With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Any additional recruitment of program staff will be initiated by Berkshire and will include the placing of advertisements in local newspapers and penny savers, information on Berkshire's website, distribution of flyers, placing of newspaper articles about the program, speaking to local business and civic groups, and meeting with community groups and members.
- Candidates will be interviewed by Berkshire's staff as well as representatives from the Nassau County Department of Social Services. The process will include an initial interview, followed by a second interview for final candidates.
- Candidates will be cleared by the New York State Child Abuse Registry, and undergo criminal background checks. References and past employment will be checked as part of the recruitment and hiring process.

Training

Berkshire is committed to providing staff with trainings that optimize their performance and understanding of program services. Berkshire's philosophy is that its training and staff development programs meet and exceed all regulatory and accreditation requirements for training. Trainings are designed to provide staff with a broad understanding of the needs of youth and families with the goal of empowering them to reach their highest potential. Trainings emphasize the concept of partnership in working with children, families, communities and collateral agencies. In addition, staff is educated in policies, procedures and guidelines to assure they are prepared to exercise the responsibilities of their positions. Topics for training include but are not limited to:

- History of Berkshire, and its mission and values
- Agency Policies including: Discrimination/Harassment, HIPAA/Confidentiality and Media Relations
- Incident reporting and Casework documentation
- Professionalism and boundaries
- Safety and emergency procedures
- Therapeutic Crisis Intervention – 3 day training focused on therapeutic de-escalation techniques

- Court Proceedings
- Culturally Competent Care
- Worker safety in the field
- Team building
- Trauma Informed care/Sanctuary Model training
- Clinical training
  - Child, adolescent and adult development
  - Adventure Based Counseling Model
  - Learning Theory
  - Maslow's hierarchy of needs
  - Common mental health diagnoses and issues
  - Suicide prevention
  - Intake process and treatment planning
  - Solution Focused Therapy
  - Structural Family Therapy
  - Trauma Focused Cognitive Behavioral Treatment
  - Functional Behavioral Assessment

The initial training will take approximately one week and include the following: youth development and human behavior, HIV/Universal Precautions, how to work with a child who has ADHD, crisis intervention, the community, and how to be an effective team member. Program staff will also receive formal training at least quarterly on topics such as how to handle a crisis, work effectively with oppositional behaviors, handle loss, and other trainings identified by staff. Attendance at regional and statewide training sessions will be encouraged and team members will be included in all pertinent workshops/training sessions sponsored by Berkshire.

Training also occurs in a less formal, but extremely valuable manner in the form of peer mentoring. Family Connections Program staff, as part of Berkshire's Prevention Program Department, is part of the team of staff currently providing Prevention Services to children and families. Prevention staff is available to one another to offer assistance and answer questions regarding working with this population and working in collaboration with the County and its communities. In addition, the statewide Director of Prevention, Assistant Directors, other Program Coordinators and experienced community based staff members will be available to offer expertise and assistance.

As indicated earlier in this proposal, Berkshire pays close attention to ensuring that staff is reflective of and/or knowledgeable about the languages and cultures within the communities to be served. This starts with hiring staff from the community whenever possible and then providing them with thorough training on the characteristics of the target population and community. This is stressed at all times during program operations and includes ongoing training when appropriate.

All Family Specialists providing preventive services will successfully complete the appropriate OCFS CORE Training Program. All staff training services will be an in-kind contribution.

Effectiveness of Program

The success of Berkshire's preventive services over the past 30+ years has been based on five key beliefs/values:

1. Placement is not an option. We will continue to work day and night with the youth and families no matter the resistance or issues at hand. The only cause for removal is for safety reasons due to the level of risk for harm to self and/or others.
2. Prevention services must occur in the home. Only within the home environment will the Family Specialist truly learn the family dynamics and real issues. It is also the only way to successfully engage the family members.
3. Prevention Family Specialists must have a **passion** for the job. It is not only about their past professional experiences and education (degrees), it is much more about a commitment to do whatever it takes to truly make a difference.
4. Prevention Family Specialists must be able to "roll up their sleeves" and directly provide the needed services/treatment. This is not a case manager position. Although the Family Specialist will help locate needed community resources (i.e. substance abuse, mental health, medical, housing, etc.), their focus is direct care to the youth and families.
5. Although usually there is an identified youth needing services, Berkshire's Family Specialists will always work with the entire family. Resolutions to issues usually include the involvement of various family members – not just the identified youth or a parent.

Berkshire has been providing Prevention services for over three decades in counties around New York State including Suffolk, Nassau, Bronx, Schenectady, Albany, Schoharie, Orange, Saratoga, Columbia, Montgomery, Niagara and many more. In that time, the agency has developed and refined programming to become a leader in community-based prevention service provision. As a result of the quality of programs, 19 counties currently have contracts with Berkshire for Prevention services. Below are recent statistics that demonstrate the extent of that success:

- 100% of children and families had access to their Family Specialists or Program Coordinator twenty-four hours a day, seven days a week.
- 98% of children remained safely in their homes, avoiding placement.
- 97% of parents increased their involvement in school and community-based activities and services.
- 90% of children improved their attendance and/or reduced their tardiness in school.
- 97 % of children avoided the filing of a PINS petition during the program year.
- 95% of children remained successful in their home and communities.

For the Family Connections Programs in Nassau County, the following outcomes were achieved in 2011:

- Family Specialists provided individual and family counseling in the school and home setting for ninety seven (97) or one hundred percent (100%) of the families and their children in the program.

- Two hundred thirty-three (233) or ninety-six percent (96%) of children served in 2011 averted out-of home placement while in the program.
- Child care services were secured for twenty-one (21) or one-hundred percent (100%) of families requiring assistance in order to maintain attendance in day treatment programs, educational services and employment searches.
- Family Specialists linked seventy-two (72) or one-hundred percent (100%) of families requiring services, with mental health providers and counselors in their communities.
- Family Specialists assisted/arranged one hundred (100) or one hundred percent (100%) Early Intervention Screenings for all children under age of five.

In addition to the outcomes listed above, Family Connections resulted in significant cost savings for Nassau County. Based on the 242 youth involved in the program, the cost of the nine (9) youth placed in Foster Care plus the cost of operating the Family Connections Program, the cost savings to Nassau County, based on a 12-month placement, is calculated as follows:

Placement	# of Children	Per Diem Rate	Yearly Rate
Foster Care	233	$63.32	$5,385,049
Subtotal			**$5,385,049**
Less the cost of the nine (9) children place at Foster Care level			$208,006
Less the cost of the Family Connections Program			$547,713
Estimated savings for 2011			**$4,629,330**

Estimated savings are conservatively calculated by utilizing the least restrictive environment in determining the level of care that would have been needed by the 233 children who averted placement in 2011.

Outcomes and Performance Targets:
Outcomes for the 2013 Nassau Family Connections Program are as follows:

Outcome 1:	**Client Screening and Assessment will be completed within 24 hours after the initial referral.**
Performance Indicator	100% of all cases referred will be engaged within 24 hours.
Tracking Mechanism	Success will be measured through case records, supervision and monthly reports.
Outcome 2:	**Service delivery will commence within 72 hours after the initial referral.**
Performance Indicator	100% of all cases referred will begin service delivery within 72 hours.

Tracking Mechanism	Success will be measured through case records, supervision and monthly reports.
Outcome 3:	**Reduce the number of children needing to be removed from their families during program participation.**
Performance Indicator	80% of families receiving preventive services will remain intact.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 4:	**Reduce the number of children needing to be removed from their home to enter out-of-home placements during program participation.**
Performance Indicator	80% of youth served will improve their situation enough to avoid out of home placement.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 5:	**Improved Parenting Skills**
Performance Indicator	80% of the families assessed to have deficits in parenting skills will show an improvement in parenting skills.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 6:	**Rapid Engagement with Referred Families**
Performance Indicator	90 % of the families will have an initial face to face meeting with the caseworker within 72 hours of referral.
Tracking Mechanism	Success will be measured by intake tracking, case records and monthly reports.
Outcome 7:	**Rapid Service Delivery with Referred Families**
Performance Indicator	90% of the families will have a family visit by the caseworker within one week of the referral.
Tracking Mechanism	Success will be measured by case records, contact tracking and monthly reports.

The strategies used to achieve these outcomes and performance targets include the following:

- The strategies used to achieve the outcomes of *24 hour intake and assessment, rapid engagement, 72 hour face-to-face contact and rapid service delivery of youth and families* include: unlimited phone contact, home visits, and immediate crisis response by Family Specialists who exhibit empathy, understanding and a non-judgmental attitude. In addition, Family Specialists have flexible schedules to accommodate families' availability, and provide transportation whenever needed to facilitate family participation.
- The strategies used to achieve the outcomes of *reducing the number of youth removed from their homes into Nassau County custody during program participation and assisting families to remain intact* include: intensive home based interventions, crisis response and linkages of

youth with community resources for services surrounding such areas as financial, mental health, substance abuse and domestic violence concerns. Further strategies include: individual and family counseling, skills building and positive decision making activities.

- The strategies used to achieve the outcome of *increasing parenting skills* include: immediate crisis response, individual and family counseling, parenting instruction and assistance, problem solving and decision making activities.

These outcomes will be tracked by the Program Coordinator through staff supervision, case reviews, quarterly file audits, behavioral referrals, treatment reviews, Berkshire's internal Quality Assurance Protocols, and the Department's Weekly Prevention Reports. All program outcomes will be reviewed with the Department throughout the life of the case.

Program Monitoring and Evaluation

Evaluation will be an integral part of the program, and is designed to determine the success of the program and monitor ongoing program operations. To this end, Berkshire gathers and provides information related to program effectiveness, client long-term outcomes, client and family satisfaction, and coordinates the agency-wide program for quality improvement.

- **Supervision**: The Program Coordinator will review cases during supervision and prepare weekly reports for the Department. Supervision will occur weekly beginning the first week of program implementation. In addition, bi-weekly team meetings will be held with the entire program staff. All program forms and documentation will be reviewed and approved in order to monitor individual youth and family's progress, and ensure that all staff is providing high quality service.

- **Submitted Department Reports:** Weekly department reports will be submitted to NCDSS, including Conference invitations, weekly current cases, Connections reports, Initial and Final Conference Safety Summaries and all other reports as directed by NCDSS. Additionally, quarterly and annual reports will be submitted to the NCDSS.

- **Case Records**: case record audits will be conducted on all case files to ensure program compliance with all federal, State and local rules and regulations during and at close of a case.

- **Program Outcomes:** Information is collected from youth and families in all Berkshire's programs. This information includes how youth are progressing in relationship to specific issues such as parenting skills and family functioning.

- **Quality Improvement:** Berkshire's Performance and Quality Improvement Program (PQI) includes the agency's stakeholders in PQI processes and directly supports all programs in their full realization of program goals and the goals of the Agency. Specific QA activities are:
  - *Case Documentation Reviews*: are overseen by key agency leaders responsible for program supervision and oversight. Case documentation review criteria, procedures, and schedules are established by program area Directors and their Program Coordinators, ensuring that accrediting standards are fully met, reviews are performed quarterly, and that at least the required cumulative numbers of open and closed cases are reviewed in any fiscal year.

Results of case documentation reviews are discussed at department forums, staff meetings and individual supervision. Based on these reviews, supervisors and their teams establish lists of strengths, issues of concerns, and patterns that are used to formulate improvement plans. Staff leaders responsible for these reviews for this program are the Director and Assistant Director for Prevention.

- *Utilization Review*: Berkshire's utilization review (UR) process measures the safety, permanency and well-being goals achieved for each client, based on case documentation. The agency UR Committee, comprised of leaders of all program areas, meets regularly to ensure the review process is in place, and assesses the results of reviews. Results of the utilization reviews are summarized by the PQI Specialist and communicated to program area leaders; these results are also shared with the UR Committee that allows them to identify strengths, issues of concern, individual patterns, and overarching trends. The Committee requests corrective action steps in response to review findings in order to improve programs.
- *Program Outcomes*: PQI coordinates data collection on program outcomes. Each program conducts monthly data collection that reflects family progress in specified target areas, such as suspension from school or increased family involvement; or achievement of standards, such as minimum case contacts and after hours assistance. PQI coordinates quarterly reviews of outcomes to ensure quality and identify any deficiencies in service delivery. These deficiencies and steps taken to rectify them are explored during case reviews between program coordinators and staff members.
- *Satisfaction Surveys*: On an annual basis, youth and families, agency personnel, volunteers, and referring agencies are asked for their input and levels of satisfaction regarding various elements of the agency's services. Results of the survey help the agency as a whole, and each program, identify successes and weaknesses in service delivery and make adjustments to enhance services.
- The PQI Department oversees health and safety issues, the incident and child abuse review and reporting process, and the services utilization review. Health and safety monitors physical environment, recreation, health, and nutritional issues for each youth. The incident and child abuse review and reporting system monitors the types, indicators and frequency of any critical incidents occurring within the Agency, as well as follow-up to incidents and any allegations of child abuse. Services utilization review monitors appropriateness of admissions and the timeliness and appropriateness of aspects of the treatment process such as assessments, the quality of treatment, record maintenance and discharge planning.

Family Involvement:
Berkshire is committed to including families in every aspect of service. Regardless of program or identified client, youth, parents/caregivers and other family members are involved in family team meetings, assessments, treatment plan development and implementation, and program evaluation. This is because ultimately, it is the family's needs and strengths that determine service delivery and achievement of outcomes. Together with program staff, families' natural

supports, and relevant service providers, families will identify and secure the community supports and services they need to live safely and successfully in their homes and communities.

Evidence-Based Programs and Practice Utilized by Berkshire Farm Center and Services for Youth

Berkshire has begun implementing the Sanctuary Model® which is a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Its objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. Sanctuary promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large.

By framing program youth's circumstances in a context of "What has happened to you?" rather than "What is wrong?," it becomes easier for not only staff, but the youth themselves to start thinking of terms of healing and growth rather than correction and morality issues as they attempt to set goals and move forward with their lives.

Sanctuary is becoming the guiding principle of inter- and intra-agency relationships as well. There has been a concerted effort in the last two years to train staff in Sanctuary methods and terminology and to have Sanctuary principles and guidelines become how Berkshire staff relates to others within Berkshire as well as to the community beyond. The Seven Commitments of Sanctuary - Nonviolence, Growth & Change, Democracy, Social Responsibility, Open Communication, Social Learning, and Emotional Intelligence - have become the touchstones of both treatment strategies that the agency uses with youth and families in all its programming, and also how the agency itself operates internally.

Berkshire also has implemented the following:

Functional Family Therapy: Functional Family Therapy (FFT) is an evidence-based, highly effective family intervention program for at risk youth and their families. FFT's intent is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, and prevention of involvement or further involvement in the juvenile justice/child welfare systems.

Berkshire has a history of providing this model and recently reinstituted the provision of FFT to the youth and families of Schenectady County. While only specific to that one FFT program, the philosophy of the FFT model is compatible with Berkshire's programming philosophy and it resounds throughout Berkshire Prevention programs: FFT stresses the significance of engagement in the therapeutic process; has a supportive supervision model that promotes a strength-based approach to working with staff and clients; and recognizes the importance of working with community based resources to assist youth and families be successful. These premises are central to all Berkshire programming.

Ansell-Casey Life Skills Assessment: The Ansell-Casey Life Skills Assessment, for youth 14 and older, includes a collection of comprehensive online assessments, learning plans, and learning resources that can be of use engaging young people so that they can master independent life skills and build healthy relationships, which are of assistance as they approach adulthood. The tools are strength-based, and built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by youth and caregivers for successful adult living. Each youth is asked to complete the assessment upon intake and discharge to assess their basic skill level in a variety of daily living modules such as money management, peer relations, and knowledge of and use of community resources.

As mentioned on page 1 the model of practice used in Berkshire's family preservation and other community based programs including Family Connections is an integration of ecological models (MST, Henggeler & Borduin-1990, and Homebuilders; Kinney, Haapala, & Booth, 1991) that are based on Systems and Social Learning theories. These theoretical frameworks are incorporated into all programming agency-wide. In addition, Berkshire's Prevention programs are founded on principles of best practices as discussed on pages 2 and 3. Ultimately, Berkshire believes that each family is unique, with different needs and strengths. Thus, the programs are flexible enough to address the individual youth and their families in the context of, the school, the community, and any other systems in which the youth is imbedded.

Location and Description of Office

Berkshire's Long Island Office, located on the border of Nassau and Suffolk Counties, is "home" to Family Connections staff, but most services are provided in families' homes and local communities. In the event families need to go to the office, its location is easily accessible to the targeted community. It is centrally located off of the Long Island Expressway (I-495) and Route 110 and the Southern State Parkway. The local bus is accessible as well as the Long Island Railroad. This location is ideal as not only is it easily accessible by families throughout the county, but equally important, staff will be able to respond to youth and families without delay.

Understanding of, and Experience in Provision of Services

Berkshire Farm Center and Services for Youth is a statewide nonprofit child welfare agency with a distinguished history of working with children and families for more than 125 years. Founded in 1886, Berkshire is the largest, and one of the oldest, child welfare agencies in New York State. Berkshire's mission is: ***"to strengthen children and families so they can live safely, independently, and productively within their home communities."***

Berkshire's values:

- We treat each child and family with dignity.
- We respect and honor the courage and inherent strengths of the children, families, and communities we serve.
- We view children in the context of their families and communities.
- We embrace families as partners.
- We appreciate and affirm all aspects of diversity, whether the diversity is religious, cultural, ethnic, or gender.
- We ensure children are cared for in safe, therapeutic, and caring environments.

- We ensure all services are individualized, empowering, and effectively provided; we focus on permanency and stability.
- We value and support a confident, well trained, and competent staff.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a system of care that includes community, school, and home-based prevention programs, prevention/reunification programs, therapeutic and treatment foster care, respite services, adoption services, programs for runaway and homeless youth, secure and non-secure detention, group homes, and the residential treatment center.

Berkshire has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 40 years throughout New York State. Through its system of care, Berkshire works with youth and families who are involved with many systems including Child Welfare, Juvenile Justice and Mental Health. Over time, Berkshire has developed not only strong and effective programming, but also a keen understanding of the myriad of issues, behaviors and environmental factors that are faced by the families served.

Because of this wealth of experience, Berkshire has become extremely familiar with the characteristics of this population. While each youth and family is unique, this population has many commonalities. Compounding problematic behaviors are a host of other challenges – mental health, substance abuse, behavioral, educational and family – that have added to their struggles. These youth predominantly come from impoverished neighborhoods with limited resources; they live in single parent, female-run households, often with generational histories of abuse and/or mental illness and substance abuse; many have experienced school failure; and most do not receive the structure, supervision and support they need. Because of their multiple issues, they require intensive, home and community based services to remain safely in the home. Berkshire's Prevention programs have been enhanced over the years to respond to the multi-faceted needs, challenges, and characteristics of youth, families and the communities in which they live.

Berkshire, through its array of Prevention programs across New York State, has been extremely successful in keeping youth safely in their homes, improving family functioning and averting the need for out-of-home placement, as demonstrated in these outcomes over the last five years:

- 96% of the youth served averted out-of-home placement.
- 98% of youth demonstrated a reduction in problem behaviors at home and in the community.
- 98% of children with truancy issues increased their attendance levels
- 98% of parents increased their involvement in community and school services and activities.
- 100% of youth and families increased their awareness of and access to community supports.

Capability to Provide Services

Berkshire has over 125 years of experience working directly with the target population through community based and congregate care programming. From small programs serving dozens to large, comprehensive programs that serve hundreds at a time, the agency has the capacity to:

effectively hire and maintain staff that is reflective of and responsive to the cultural and linguistic characteristics of the populations in each program; provide high quality services that are tailored to meet the needs of each community and its population; and maintain fiscal responsibility and accountability. This includes operating programs through contracts with State and county agencies and those funded through the Request for Proposal process with local, State and federal funding sources. Funders in this latter category include the New York State Office of Children and Family Services and New York State Education Department at the State level and the Administration for Children and Families and the Department of Labor at the federal level. With all programming, Berkshire is committed to full compliance with all relevant laws, rules and regulations as well as all contractual requirements. All employees maintain appropriate qualifications and licenses for their job responsibilities and the agency leadership team possesses a wealth of knowledge and expertise in issues and challenges related directly to the families served.

Berkshire has over a century of experience working with the Family Connections target population, and through the decades, programming has been tailored and refined to meet the needs of youth and families in their home communities. As a result, staff will have an array of experts and experience from which to draw. This begins with the Chief Executive Officer, Chief Program Officer, Director of Prevention and her leadership team, all who fully support this program. Even more importantly, program staff will be able to draw on Berkshire's current Prevention team, including those working in Nassau County, who can provide tremendous insight into the target population's strengths and challenges, and the communities in which they live. Finally, the Family Connections Program will have assistance of agency departments that work on behalf of all programs to maximize value to youth and families, ensure cost effectiveness for funders and that all programs meet and exceed all standards, laws and regulations. These departments include IT, Human Resources, Finance, PQI, and Development.

Capacity to Establish a Successful Partnership with Nassau County

Berkshire has worked in partnership with Nassau County for over 20 years, providing high quality community-based services to the youth and families of the county. In that time Berkshire and the Nassau County Departments of Social Services and Probation have worked together to ensure that services are refined and tailored to address and meet the specific needs of the children, families and communities of the County. Specific partners and collaborations include:

- *Nassau County Department of Social Services* will provide a liaison to coordinate referrals and support the program. The Family Connections Program staff will work in close collaboration with each youth and family's Department Case Manager.
- *Local Law Enforcement:* Family Specialists will work on a collaborative basis with local law enforcement agencies, to enlist their support in providing services to youth and families. The goal will be to reduce the need for law enforcement intervention.
- *Local School Districts:* Family Specialists will work with school districts of youth in the program who are struggling with attendance, performance and/or school behavior challenges. The goal will be to support youth's academic performance and progress.

In order to provide youth and families with comprehensive services and support, there are an array of other community-based organizations and agencies that Family Connections will reach

out to when appropriate. These are listed earlier on pages 8 and 9. In addition, Family Specialists and the Program Coordinator will reach out to the community to familiarize community members about the program and continually identify resources to expand the network of resources available to youth and families in their local communities.

c. Implementation Schedule

With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Therefore, program services for the Family Connections Program will begin on January 1, 2013.

d. Reports

At the conclusion of each program year, Berkshire provides the County with an annual report for the program. This report provides an overview of the program for the year and highlights the following:

- Description of referrals
- Presenting problems of youth and families referred to the program
- Average length of stay
- Outcomes for the years
- Success story
- Estimated cost savings
- Program statistics: number of children served, ages, ethnicity, family structure, and outcomes
- *Please see attached annual report for Nassau County Family Connections for 2011.*

e. Staffing

The agency leaders who will oversee the Family Connections Program are:

Stacy Williams, Director of Prevention, has been with Berkshire for eight years. Starting in foster care, Stacy switched her focus to Prevention. She began as a Family Specialist, and then took on more and more responsibilities, first as Program Coordinator, then as District Supervisor and currently as Director of Prevention and Non-Secure Detention Services. In her tenure at the agency, Stacy has refined her clinical skills, her supervisory skills in leading prevention programs, and her relationship-building skills in working with County departments and community based agencies, schools and community members. She is adept at motivating staff to provide the highest level of services and to appreciate the importance of establishing a presence in the community. Stacy provides leadership, support and direction to Program Coordinators and staff across New York State.

Jennifer Dane, LMSW, Assistant Director of Prevention, has been with Berkshire for the past nine years. She started as a Multisystemic Therapy (MST) Therapist in 2003, and was promoted to Prevention Program Coordinator in Schoharie County in 2005. In that role, Jennifer managed five prevention programs, worked closely with the County and community based agencies, and greatly expanded programming. In 2010, in recognition of her commitment and hard work, Jennifer was promoted to Assistant Director of Prevention, enabling her to share her skills and experience with Prevention programs across the state. Jennifer has excelled in this position, as evidenced by the great work she has accomplished overseeing Berkshire programming in New

York City and Long Island, including Berkshire's current programming in Nassau County. Jennifer has also become an active and respected participant within the network of providers of services to youth and families of Nassau County. This is accentuated by her recent invitation to serve as a member of the Nassau County Juvenile Crime Enforcement Coalition and to attend the monthly Juvenile Justice Provider Meetings.

Rene M Stratton, MSW, Program Coordinator, Nassau Family Connections, has been with Berkshire for four years. She began her career at Berkshire as a Social Worker with the Stepping Stones PINS Diversion Prevention Program. She then took on the role of Mentoring Coordinator in 2008 where she helped develop a mentoring program for youth at Berkshire's Residential Treatment Center so they were able to maintain connections with their home communities and assist in their transition when they return home. In recognition of the work she had done in Nassau and Suffolk counties, Rene was promoted to Program Coordinator of the Stepping Stones Program and ACS-funded Bronx Family Connections Program. In September of this year, Rene also became Program Coordinator of the current Family Connections Program in Nassau County. She has a great understanding of the needs of youth and families in Nassau County and has developed strong relationships with County and community based providers. Rene is a member of Long Islanders for Families and Youth, the County's, Substance Abuse Task Force, and the Nassau County Department of Health Perinatal Services Network Consortium

f. Prior Experience

Experience With the RFP services

Berkshire has been providing Family Connections to the children and families of Nassau County for 20 years and Columbia County for 17 years. In addition, Berkshire provides intensive prevention services, comparable to the services in this proposal, in Suffolk, Rensselaer, Clinton, Saratoga, Schoharie and Washington counties. All of these programs require close collaborations with the Departments of Social Services and Probation in each county as well as the network of service providers within each county and its community. Over time, these programs have helped thousands of families, among the highest need and highest risk in their counties, develop the skills, knowledge and resources necessary to avoid the need for out-of-home placement and improve family functioning. Outcomes over the past three years highlight this success:

- 94% averted the need for out-of-home placement during participating in the program
- 82% alleviated factors that placed children at risk for out-of-home placement
- 100% of families were linked with appropriate community based resources for mental health and other service needs and issues
- 96% of parents increased their involvement with services and activities at school and in the community

These outcomes demonstrate the effectiveness of Berkshire's intensive prevention programming, enabling youth to remain safely in their homes and families to function positively and productively within their communities, rather than to require youth to be placed outside of the home.

Experience With Public Sector Clients and Services of Similar Size and Scope

Berkshire has successfully been providing Prevention Services in counties around New York State for well over three decades. These services are designed to provide intensive home, school

and community-based services to preserve and strengthen the family unit and to avoid the unnecessary placement of children outside of their homes. Children and families in these programs are involved with Child Welfare, Probation, and Mental Health, as well as community based agencies and resources throughout communities and counties across New York State. Working in collaboration with county Departments of Social Services and Probation, Berkshire's Prevention Programs have been refined and enhanced to meet the needs of Counties and their youth and families. Berkshire currently has programming in 19 counties across New York State and provides 39 separate programs within those counties. They are:

- Albany County Advantage After School, Home Run, Pathways, Transitional Support Services
- Allegany County Turnabout
- Bronx Family Connections, Power Project
- Cattaraugus County FAR, Turnabout
- Clinton County Stepping Stones
- Columbia County Family Connections, Transitional Services, Prevention
- Hamilton County Home Run
- Montgomery County Stepping Stone
- Nassau County Family Connections, Families Together
- Niagara County Home Run
- Orange County Independent Living Program, Pathway
- Rensselaer County Advantage After School, Stepping Stones
- Saratoga County Short Term Prevention, Long Term Prevention, Turnabout
- Schenectady County Functional Family Therapy, Home Run, Prevention, Vision
- Schoharie County: Home Run, Project Buoyancy, Turnabout, Vision, Independent Living/Respite, Stepping Stones
- Suffolk County Stepping Stones
- Warren County Pathways
- Washington County Stepping Stones
- Columbia/Cattaraugus Pathways

As this list suggests, Berkshire provides Prevention programming across New York State, serving all localities, from small rural communities to large, urban centers. Regardless of location, Berkshire programs are tailored to meet the needs of each County and its youth and families. Similar services to the ones provided by Family Connections are provided in Schenectady, Albany, Columbia, and Saratoga counties as well as in the Bronx. These services have proven effective and helped hundreds of children and families succeed at home, in school and in their community:

- 90% of youth served in Berkshire Prevention programming avoided out-of-home placement
- 98% of parents increased their involvement in services in the community and in the school

g. Additional Information

Berkshire is committed to working with Nassau County to provide high quality programming for its youth and families. In the 20 years Berkshire has provided programs in the County, agency staff has worked in close collaboration with the County to ensure that services are matched to the

needs of the County and its families. Berkshire's commitment was recently reinforced, allowing Berkshire to expand its services in Nassau County even further. In 2010, Berkshire responded to a Request for Proposals from the New York State Office of Children and Family Services for their Community Reinvestment Program for alternative to detention programming. Berkshire reached out to Nassau County to be its partner for this program, recognizing the strength of the established relationship and understanding the need for services in its communities. The proposal, for the Families Together Program, was one of only seven awards statewide and today, that program is an important element in the system of care for the youth and families of Nassau County. In fact, in the first quarter alone, the program exceeded all outcomes for children and families, an indication of the strength of the partnership and an excellent predictor of the high quality of services yet to come.

EXHIBIT B ✓

LINE-ITEM BUDGET

September 1, 2013 – December 31, 2013

Nassau County Human Services

Universal Budget Form

Contract Name: **Berkshire Farm Center and Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$109,572.00
Work on Salary and Fringe	1b	Fringe	$ 37,254.33
	1 Total	Personnel (Salary plus Fringe)	$146,826.33
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$ 7,333.33
Work on Line 4	4	Equipment	$1,333.33
Work on Line 5	5	Supplies	$666.67
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$10,000.00
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$11,666.67
Work on Line 10	10	Administrative Overhead	$14,226.00
		Gross Expenditures (Lines 1 – 10)	$192,052.33
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$192,052.33
Agency Contribution		Agency Contribution	$5,400.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	$186,652.33

EXHIBIT B
LINE-ITEM BUDGET
January 1, 2014 – December 31, 2014

Nassau County Human Services

Universal Budget Form

Contract Name: **Berkshire Farm Center and Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$328,716.00
Work on Salary and Fringe	1b	Fringe	$111,763.33
	1 Total	Personnel (Salary plus Fringe)	$440,479.00
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$22,000.00
Work on Line 4	4	Equipment	$4,000.00
Work on Line 5	5	Supplies	$2,000.00
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$30,000.00
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$35,000.00
Work on Line 10	10	Administrative Overhead	$42,678.00
		Gross Expenditures (Lines 1 – 10)	$576,157.00
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$576,157.00
Agency Contribution		Agency Contribution	$16,200.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	$559,957.00

Line 1 -Personnel

Cost of salaries and/or wages of personnel assigned to the project

----------Contract Amount Only----------

Staff Title/Name	# of Staff	Explanation/ Description of Function/ Expense	FTE %	Salary $	Fringe $ - 34%	Total $
Assistant Director Of Prevention	1	Oversees program efficiency and effectiveness, provides clinical expertise in difficult cases, and keeps in close contact with Nassau County; annual salary is $65,000	.21 FTE	14,000	4,760	18,760
Program Coordinator	1	Recruits, screens, and hires staff; keeps Assistant Director of Prevention up to date on progress and issues of families or program; available 24/7 to staff; responsible for all program and fiscal reports; serves as program liaison to county/communit y providers	1 FTE	58,000	19,720	77,720
Family Specialist	2 @ 38,000	Provides all program services for youth and families; provides or arranges for outside clinical needs for the youth and families; monitor all aspects of daily program operations; meets regularly with local services providers; provides	2 FTE	76,000	25,840	101,840

		necessary; participates in treatment planning; available to families 24/7.				
Family Specialist	1	See description above	1 FTE	39,000	13,260	52,260
Family Specialist	2 @ 37,000	See description above	2 FTE	74,000	25,160	99,160
Family Specialist (masters level)	1	See description above	1 FTE	42,000	14,280	56,280
Secretary	1	Provides administrative support to the program, including preparing reports and maintaining case records; annual salary is $32,000.	.36 FTE	11,716	3,983	15,699
Contract Manager	1	Responsible for maintaining contract with Nassau County; annual salary is $41,000	.34 FTE	14,000	4,760	18,760
Line 1 Total		n/a	n/a	$ 328,716	$ 111,763	$ 440,479

Note(s):
1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the Department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime

contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Timothy Giacchetta (Name)

13640 Rte. 22 Canaan, NY 12029 (Address)

518-376-1575 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ✓ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

see attached explanation/description.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/26/13
Dated

Signature of Chief Executive Officer

Timothy Giacchetta
Name of Chief Executive Officer

Sworn to before me this

26th day of June, 2013.

Deanna Harrington
Notary Public

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

1. In the past five years, Contractor __X__ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

On December 16, 2011, NYS Department of Labor conducted an audit at one of the agency's worksites located in Rochester, NY. The purpose of the audit was to review payroll and time records for the period of December 5, 2005 to December 5, 2011. Correspondence received from NYS Department of Labor on December 28, 2011 indicated two violations as a result of the audit.

Article 5 – Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Article 19 – Labor regulations required that employers keep and have available for inspection records for employees. At the time of the audit, the agency was not able to produce some of the some of the time records from the earlier end of the requested timeframe. Time records from the earlier end of the requested timeframe were prior to agency's use of electronic timekeeping system and not able to be furnished at the time of the audit.

Correspondence received from NYS Department of Labor also directed that $2,637.77 be remitted for payment to eight (8) employees who were identified during the time of the audit to be due wages for overtime worked. This amount included 25% liquidated damages. On January 18, 2012 the agency contacted the NYS Department of Labor to discuss these findings and furnish payroll records which satisfied that these eight (8) employees had, in fact, received some of the wages due. Upon review of the agency's explanation and documentation, the NYS Department of Labor accepted payment in the amount of $1584.22 including 25% liquidated damages.

On January 25, 2013, NYS Department of Labor conducted an audit at one of the agency's worksites located in Valatie, NY. The purpose of the audit was to review payroll and timekeeping records for the period of January 1, 2011 to December 31, 2012. Correspondence received from the NYS Department of Labor on March 15, 2013 indicated one violation as a result of the audit.

Article 5 - Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Correspondence received from NYS Department of Labor also directed that a penalty in the amount of $100.00 be remitted for payment. This amount was paid in full.

Documentation is available upon request.

2. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action __X__ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   On November 24, 2010 the National Labor Relations Board for Region 3 issued correspondence alleging that the agency violated Section 8(a)(1) and (5) of the Act by unilaterally changing the health insurance coverage for bargaining unit employees, establishing Health Reimbursement Accounts (HRA's) for bargaining unit employees and that resulted in increased out-of-pocket expenses for the employees.

   On May 27, 2011 a decision was issued finding that the agency had violated the Act as alleged.

   On November 2, 2011, the parties reached a Board settlement resolving the issues in the above matter which included payment to nine (9) bargaining unit employees for the combined amount of $12,358.16 as a make whole payment for health insurance out-of-pocket expenses incurred.

   On January 4, 2012, the Regional Director approved the settlement. Payment was promptly issued and the mandatory notices to employees were posted for required timeframe.

   On March 27, 2012, the case was closed.

   Documentation is available upon request.

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as BERKSHIRE FARM CENTER & SERVICES FOR [redacted] been modified or rescinded and is in full force and effect as to the date here[redacted]

RESOLVED: That [redacted], [redacted]
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of [redacted] through Dec[redacted] to renewals at Nassau County's option [redacted] nal one (1) [redacted]

[redacted]

Sworn to before me this 26th
day of June 2013

[redacted]

NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

[redacted]

BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

OFFICERS & BOARD OF DIRECTORS

BOARD CHAIRMAN

Mr. Robert A. Kandel
Kaye Scholer, LLP
[redacted]
Home [redacted]
robert.kandel@kayescholer.com
Secretary (Lyn)

CHAIRMAN EMERITUS

Mr. Charles H. Mott
Managing Director
John W. Bristol & Co.
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Mr. David Walker
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dfawalker@gmail.com

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

13640 Route 22
Canaan, NY 12029
(518) 781-4567

www.berkshirefarm.org

Timothy Giacchetta
President and
Chief Executive Officer

Board of Directors

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Mr. James Matison
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Mr. Eric Twombly
Mr. David Walker

June 26, 2013

Virginia Webb, Legal Department
Nassau County Department of Social Services
60 Charles Lindbergh, Suite 160
Uniondale, NY 11553

RE: Statement of Disclosure

Dear Ms. Webb:

Please be advised that to the best of our knowledge, there are no contracts or conflicts of interest existing between Board of Directors and Officers and Nassau County.

Sincerely,

Timothy Giacchetta
Chief Executive Officer

Contract ID#: CQSS13000013

Department: Social Services

Contract Details

SERVICE Preventive Services

NIFS ID #: CLSS15000024 NIFS Entry Date: 02/06/15 Term: from 01/01/15 to 12/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
NameBerkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 136-40 Route 22 South Canaan, NY 12029	Contact PersonTimothy Giacchetta E-mailtgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax 631 420-4460

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	☐ ☐	2/19/15		
	OMB	NIFS Approval	☐			Yes ☒ No ☐ Not required if blanket resolution
2/24/15	County Attorney	CA RE & Insurance Verification	☑	2/24/15		
2/24/15	County Attorney	CA Approval as to form	☑	2/24/15		
	Legislative Affairs	Fw'd Original Contract to CA	☐			
	Rules ☐ / Leg. ☐		☐			Yes ☐ No ☒
2/24/15	County Attorney	NIFS Approval	☑	2/24/15		
	Comptroller	NIFS Approval	☑	3/18/15 3/19/15		
2/27/15	County Executive	Notarization Filed with Clerk of the Leg	☐ ☐	3/27/15		

Contract Summary

Description: Preventive Services

Contract ID#: CQSS13000013

Department: Social Services

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$139,989.25
Federal	$167,987.10
State	$251,980.65
Capital	$
Other	$
TOTAL	$559,957.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3	SSGEN7600-TT714	$559,957.00
4		$
5		$
6	J. Smith 3/24/15	$
	TOTAL	$559,957.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name:
Name:	Name:	Date: 2/27/15
Date: 3/12/15	Date: 3/17/15	E #:

121837

PR5254 (8-04)

AMENDMENT NO. 1

This AMENDMENT, dated as of , 2015, (together with the exhibit hereto, this "Amendment"), 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 Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 is from September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Forty Six Thousand Six Hundred Nine Dollars and 33/100 ($746.609.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 ($559,957.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 ($1,306,566.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. 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 remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Timothy Giacchetta

Title: President / CEO

Date: 12/23/14

NASSAU COUNTY

By: _____

Name: Edward P. Mangano

Title: County Executive

☑ Deputy County Executive

Date: 2/27/15

PLEASE EXECUTE IN BLUE INK

120928

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of February in the year 2015 before me personally came Charles R. Bando 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 County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6239026
Qualified In Nassau County
Commission Expires April 02, 2016

STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 23rd day of December in the year 2014 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or ~~she resides~~ does business in the County of Columbia; that he or she is the CEO of Berkshire Farm Center, 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.

Deanna Harrington

NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196288
Qualified in Rensselaer County
Commission Expires Nov. 10, 2018

AMENDED ***Exhibit B***
January 1, 2015 to December 31, 2015

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$328,716
1b	Fringe	$111,763
1 Total	Personnel (Salary plus Fringe)	$440,479
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$22,000
4	Equipment	$4,000
5	Supplies	$2,500
6	Contractual Services	$0
7	Rent/Utilities	$30,000
8	Department Specific Costs	$0
9	Other Costs	$19,500
10	Administrative Overhead	$41,478
	Gross Expenditures (Lines 1 – 10)	$559,957
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$559,957
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$559,957

CLSS16000005

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Berkshire Farm Center and Services for Youth

2. Dollar amount requiring NIFA approval: $ 571,150.00

Amount to be encumbered: $ 571,150.00

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: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated service.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % 30
State % 45
County % 25

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:

We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement. The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

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:

CLSS15000024 $559,957.00
CLSS15000063 Foster Care (Pending) Paid under Blanket Encumbrance CUSS15000002.

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.

R Dell 12/29/15

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.