

Contract ID#: COPD10000007Department: POLICE

R17

**E-17-16****Contract Details**SERVICE: County Impound & TowingNIFS ID # CLPD15000021 NIFS Entry Date 9/18/15 Term: **FROM:** 9-01-15 **TO:** 1-15-16

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

**Agency Information**

Vendor		County Department
Name K & G Garage	Vendor ID# 113277627	Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com	Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
	Phone (516) 239-7302	Phone 516-573-7168

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
10/1/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
10/2/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
1/8/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>[Signature]</i>	

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY  
JAN - 8 - 2016  
P 3-27

## Contract Summary

<b>Description:</b> County Impound and Towing
<b>Purpose:</b> To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
<b>Method of Procurement:</b> Formal Sealed Bidding Process
<b>Procurement History:</b> procured through bid #9899-05269-038 dated 5/14/09
<b>Description of General Provisions:</b> Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. 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. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
<b>Impact on Funding / Price Analysis:</b> Vendor 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:  <div style="display: flex; justify-content: space-between;"> <div>Zone 19</div> <div>\$28,352.99 per annum</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Zone 20</div> <div>\$19,352.99 per annum</div> </div> <p>Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.</p>
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

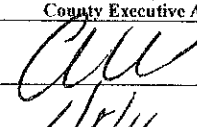
BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 5,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$5,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 5,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 5,000</b>

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date: 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>11/18/14</u>
Date	Date	<i>(For Office Use Only)</i>
		E #:

E-17-16

RULES RESOLUTION NO. 17-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE POLICE DEPARTMENT AND K & G GARAGE

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-25-16  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with K & G Garage for towing and impound 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 amendment to an agreement with K & G Garage

#### AMENDMENT NO. 4

AMENDMENT, dated as of August 19, 2015 (together with the schedules, appendices, attachments and exhibits if any 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000007 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of September 1, 2015 through January 15, 2016; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.
3. Full Force and Effect. All 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.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

**K & G Garage**

By: James Walsh  
Name: JAMES WALSH  
Title: PRES  
Date: 8-26-2015


**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**PLEASE EXECUTE IN BLUE INK**

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

On the 26 day of August in the year 2015 before me personally came JAMES WALSH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Pres of K+G GARAGE 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

KARLA M. HERNANDEZ  
Notary Public, State of New York  
No. 01HE6317408  
Qualified in Nassau County  
Commission Expires Jan. 05, 2019

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 **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

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:** K & G Garage

**CONTRACTOR ADDRESS:** 656 Rockaway Turnpike  
Lawrence, New York 11559

**FEDERAL TAX ID #:** 11-3277627

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

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

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

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

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

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

The contract was originally executed by Nassau County on October 15, 2010 [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, COPD10-000007, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

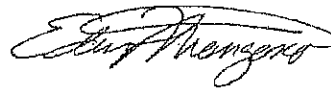
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: K+G GARAGE INC  
Address: 656 ROCKAWAY TPKE  
City, State and Zip Code: LAURENCE NY 11559


2. Entity's Vendor Identification Number: \_\_\_\_\_

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):

JAMES WALSH  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

JAMES WALSH   
\_\_\_\_\_  
\_\_\_\_\_

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.

A+B TOWING CO. INC 400 Rockaway tPke Lawrence NY 11555

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):

Page 3 of 4

(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: James Walsh

Print Name: JAMES WALSH

Title: Pres.

Page 4 of 4:

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

Discloser Statement

James Walsh

[REDACTED]

[REDACTED]

Owner, President

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 100265011

Premium: \$1,193.00

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

K & G Garage Inc.  
656 Rockaway Turnpike  
Lawrence, NY 11559

**OWNER (Name and Address):**

Nassau County Police Department  
1490 Franklin Avenue  
Mineola, NY 11501

**CONSTRUCTION CONTRACT**

Date: 08/28/2015

Amount: \$ 47,706

**Description (Name and Location):**

Towing Services around Nassau County, Towing Services around Nassau County,

**BOND**

Date (Not earlier than Construction Contract Date): 08/28/2015

Amount: \$ 47,706

Modifications to this Bond:

☒ None

☐ See Page 3

**CONTRACTOR AS PRINCIPAL COMPANY:**

K & G Garage Inc.

(Corporate Seal)

Signature: [Signature]

Name and Title:

**SURETY COMPANY:**

Hudson Insurance Company

(Corporate Seal)

Signature: [Signature]

Name and Title:

Rachel Price

Attorney-in-Fact

(Any additional signatures appear on page 3)

**FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:**

PRICE AND PRICE ENTERPRISES, INC.-NON-STANDARD CONTRACT

181 SOUTH FRANKLIN AVENUE, SUITE 603

VALLEY STREAM, NY 11581

**OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):**

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

SURETY COMPANY:

(Corporate Seal)

(Corporate Seal)

Signature: [Signature]  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

Firm Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_ to me known and who being by me duly sworn, did depose and say that he is \_\_\_\_\_ of \_\_\_\_\_ K&G Garage Inc. \_\_\_\_\_ the corporation described in and which executed the above 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.

My commission expires \_\_\_\_\_  
Notary Public

Surety Acknowledgment

State of New York }  
County of Nassau } ss:

On this 28<sup>th</sup> day of August, 2015, before me personally came Rachel Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson 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.

My commission expires 3-4-18  
Notary Public

MARY A. PRICE  
NOTARY PUBLIC, State of New York  
No. 01PR5056603  
Qualified in Nassau County  
Commission Expires 10/4/18

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 100265011

Premium: Included in Performance Bond

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

K & G Garage Inc.  
656 Rockaway Turnpike  
Lawrence, NY 11559

**SURETY (Name and Principal Place of Business):**

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

**OWNER (Name and Address):**

Nassau County Police Department  
1490 Franklin Avenue  
Mineola, NY 11501

**CONSTRUCTION CONTRACT**

Date: 08/28/2015

Amount: \$ 47,706

**Description (Name and Location):**

Towing Services around Nassau County, Towing Services around Nassau County,

**BOND**

Date (Not earlier than Construction Contract Date): 08/28/2015

Amount: \$ 47,706

**Modifications to this Bond:**

☒ None

☐ See Page 8

**CONTRACTOR AS PRINCIPAL COMPANY:**

K & G Garage Inc.

**SURETY COMPANY:**

Hudson Insurance Company

(Corporate Seal)

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Rachel Price

Attorney-in-Fact

(Any additional signatures appear on page 6)

**FOR INFORMATION ONLY-Name, Address and Telephone**

**AGENT OR BROKER:**

PRICE AND PRICE ENTERPRISES, INC.-NON-STANDARD CONTRACT

181 SOUTH FRANKLIN AVENUE, SUITE 603

VALLEY STREAM, NY 11581

**OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

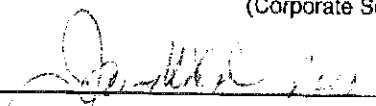
(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:

SURETY Company:

(Corporate Seal)

(Corporate Seal)

Signature:   
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

*Contracting with the Licensee - 10/5/88*

Firm Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_ to me known and who being by me duly sworn, did depose and say that he is \_\_\_\_\_ of \_\_\_\_\_ K&G Garage Inc. \_\_\_\_\_ the corporation described in and which executed the above 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.

My commission expires \_\_\_\_\_

Notary Public

Surety Acknowledgment

State of New York }  
County of Nassau } ss:

On this 28<sup>th</sup> day of August, 2015, before me personally came Rachel Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson 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.

My commission expires 3-4-18

Mary A. Price  
Notary Public

MARY A. PRICE  
NOTARY PUBLIC, State of New York  
No. 01PR5056803  
Qualified in Nassau County  
Commission Expires 03/04/18

**HUDSON INSURANCE COMPANY**  
**SHORT FORM FINANCIAL STATEMENT**  
**AS OF DECEMBER 31, 2014**

**ASSETS**

Bonds	\$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	\$	<u>1,042,651,623</u>

**LIABILITIES & SURPLUS**

Losses	\$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		<u>41,667,156</u>
	\$	<u>602,476,473</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		<u>139,194,815</u>
Surplus as regards policyholders	\$	<u>440,175,150</u>
	\$	<u>1,042,651,623</u>

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

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16<sup>th</sup> day of March, 2015.

  
John Verbich  
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16<sup>th</sup> day of March 2015  
My commission expires





## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Rachel Price

of the State of NY

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Forty Seven Thousand Seven Hundred Five Dollars and Ninety Eight Cents (\$47,705.98)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis  
Corporate Secretary

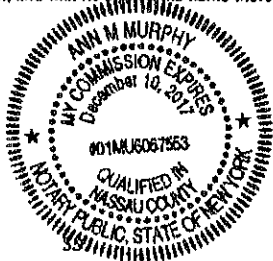
HUDSON INSURANCE COMPANY

By [Signature]  
Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above 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.

(Notarial Seal)



[Signature]  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK

## CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of August, 202015



Form D-10 8 2010 (v1)

[Signature]  
Dina Daskalakis, Corporate Secretary

# Nassau County



# Police Department

EDWARD P. MANGANO  
COUNTY EXECUTIVE

1490 Franklin Avenue  
Mineola, New York 11501  
(516) 573-8800

THOMAS C. KRUMPTER  
ACTING COMMISSIONER

August 19, 2015

K & G Garage  
656 Rockaway Turnpike  
Lawrence, New York 11559  
Attention: James Walsh

Re: County of Nassau and K & G Garage

Dear Mr. Walsh:

I have enclosed the Amendment between the County of Nassau and K & G Garage, for towing services and storage facilities for the period of **September 1, 2015 through January 15, 2016**.

After reviewing this Amendment, please sign it on page 3 (in **BLUE INK**) before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before

**MONDAY AUGUST 31, 2015**, along with the following items:

1. **Performance Bond:** A performance bond or equivalent in the sum of \$47,705.98, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;
2. **Insurance:**
  - (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of \$3,000,000.00, pursuant to paragraph 9 of the Original Agreement.
  - (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of \$200,00.00, pursuant to paragraph 9 of the Original Agreement;
  - (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and
  - (D) All insurance policies must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

**YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.**

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,  
Gail McGrath-Gough  
Administrative Assistant  
Personnel and Accounting Bureau  
Nassau County Police Department  
1490 Franklin Avenue – Room 250  
Mineola, New York 11501

cc: GS, GAMC

**Contract Details**SERVICE: County Impound & TowingNIFS ID #CLPD150000 07NIFS Entry Date 5/4/15Term: **FROM:** 5-01-15 **TO:** 8-31-15

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

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

**Agency Information**

Vendor	
Name K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com
	Phone (516) 239-7302

County Department
Department Contact Gail McGrath-Gough <a href="mailto:Gmcgrath-gough@pdcn.org">Gmcgrath-gough@pdcn.org</a>
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>		
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
7/10/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	7/13/15	
7/13/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	7/14/15	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	7/14/15	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	7/16/15	
7/16/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/17/15	

## Contract Summary

**Description:** County Impound and Towing

**Purpose:** To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

**Method of Procurement:** Formal Sealed Bidding Process

**Procurement History:** procured through bid #9899-05269-038 dated 5/14/09

**Description of General Provisions:** Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. 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. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

**Impact on Funding / Price Analysis:** Vendor 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 19 \$28,352.99 per annum  
Zone 20 \$19,352.99 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 5,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$5,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 5,000
2		\$
3		\$
4	<i>Exempt 1/13/15</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 5,000</b>

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date: 05/01/15

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIPS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>7/13/15</i>
Date <i>7/1/15</i>	Date <i>8/6/15</i>	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: K & G Garage

CONTRACTOR ADDRESS: 656 Rockaway Turnpike  
Lawrence, New York 11559

FEDERAL TAX ID #: 11-3277627

---

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

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

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

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

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

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

The contract was originally executed by Nassau County on October 15, 2010 [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, COPD10-000007, was made pursuant to Sealed Bid 9899-05269-038. [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 service required through an inter-municipal agreement.

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

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

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

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

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

  
Department Head Signature

July 15, 2015  
Date

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

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

### AMENDMENT NO. 3

AMENDMENT, dated as of April 30, 2015 (together with the schedules, appendices, attachments and exhibits if any 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000007 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

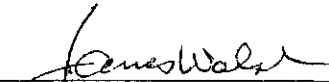
WHEREAS, the Department is desirous of extending the term for a four month period from May 1, 2015 through August 31, 2015; and

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


1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.
3. Full Force and Effect. All 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.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

K & G Garage

By:   
Name: JAMES WALSH  
Title: PRES  
Date: 5-13-15

NASSAU COUNTY

By:   
Name: Charles DeBenedictis  
Title: Deputy County Executive  
Date: 5/13/15



PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 13 day of MAY in the year 2015 before me personally came Walsh James W. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of K+G GARAGE, 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

KARLA M HERNANDEZ  
Notary Public, State of New York  
No. 01HE6317408  
Qualified in Nassau County  
Commission Expires Jan. 05, 2019

Blue  
Ink

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 17<sup>th</sup> day of August in the year 2015 before me personally came Charles Rhonda to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01HE6317408  
Qualified in Nassau County  
Commission Expires Jan. 05, 2019

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

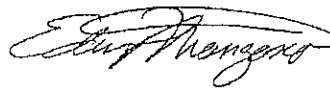
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015




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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: K+G GARAGE INC  
Address: 656 ROCKAWAY TPKE  
City, State and Zip Code: LAWRENCE NY 11559
2. Entity's Vendor Identification Number: \_\_\_\_\_
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):  
JAMES WALSH  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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.  
JAMES WALSH   
\_\_\_\_\_  
\_\_\_\_\_

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.

A+B TOWING CO. INC 400 ROCKAWAY PKWY LAWRENCE NY 11555

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):

Page 3 of 4

(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: James Walsh

Print Name: JAMES WALSH

Title: Pres.

Page 4 of 4:

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

Contract ID#: CQPD10000007Department: POLICE

#10

**Contract Details**SERVICE: County Impound & TowingNIFS ID #CLPD 10000 13NIFS Entry Date 8/28/14Term: **FROM:** 5-01-14 **TO:** 4-30-15

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

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

**Agency Information**

Vendor	
Name K & G Garage	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: Hwalsh14@gmail.com
	Phone (516) 239-7302

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

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
<u>10/14/14</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
<u>10/20/14</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
<u>10/20/14</u>	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Executive	Vote/Resolution Filed with Clerk of the Leg	<input type="checkbox"/>	<i>[Signature]</i>	

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: K & G Garage

CONTRACTOR ADDRESS: 656 Rockaway Turnpike  
Lawrence, New York 11559

FEDERAL TAX ID #: 11-3277627

---

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

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

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

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

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

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

The contract was originally executed by Nassau County on October 15, 2010 [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, CQPD10-000007, was made pursuant to Sealed B 9899-05269-038. [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 contract 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 service 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 service required through an inter-municipal agreement.

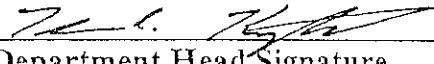
**VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated.** Attached is a memorandum that explains the reason for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
9/24/14  
\_\_\_\_\_  
Date

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

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

## AMENDMENT NO. 2

AMENDMENT, dated as of March 31, 2014 (together with the schedules, appendices, attachments and exhibits if any 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000007 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through April 30, 2015; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.
3. Full Force and Effect. All 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.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

K & G Garage

By: James Walsh  
 Name: James Walsh  
 Title: Pres  
 Date: \_\_\_\_\_

NASSAU COUNTY

By: [Signature]  
 Name: Richard R. Walker  
 Title: Deputy County Executive  
 Date: 11/5/14

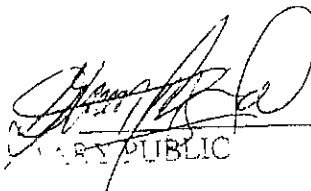
PLEASE EXECUTE IN BLUE INK

OF NEW YORK)

) ss.:

Y OF NASSAU )

On the 2 day of April in the year 2014 before me personally came Nath James, W. to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the Pees of K & G Garage, the corporation described herein and which executed the above instrument. He or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

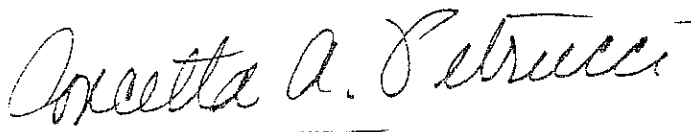
Ghala M. Aguilar  
Notary Public - State of New York  
Reg. # 01A06074633  
Qualified in Nassau County  
My Commission Expires 01/24/2014

OF NEW YORK)

) ss.:

Y OF NASSAU )

On the 5 day of November in the year 2014 before me personally came Richard Petrucci to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE3258026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract ID#: COPD10000007Department: POLICE

#1

**Contract Details**SERVICE: County Impound & TowingNIFS ID # CLPD13000009NIFS Entry Date 4/28/13Term: FROM: 5-1-13 TO: 4-30-14

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

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

**Agency Information**

Vendor	
Name K & G Garage, Inc.	Vendor ID# 113277627
Address 656 Rockaway Turnpike Lawrence, New York 11559	Contact Person James Walsh EMAIL: hwalsh14@gmail.com  Phone (516) 239-7302

County Department
Department Contact Gail McGrath-Gough <a href="mailto:Gmcgrath-gough@pdcn.org">Gmcgrath-gough@pdcn.org</a>
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)  Contractor Registered	<input checked="" type="checkbox"/> 4/28/13	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/> 4/28/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 4/30/13	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 5/1/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fwd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 5/1/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 5/2/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 5/2/13	<i>[Signature]</i>	

## Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. 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. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor 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:
<div style="display: flex; justify-content: space-between;"> <div>Zone 19 -</div> <div>\$28,352.99</div> <div>per annum</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Zone 20 -</div> <div>\$19,352.99</div> <div>per annum</div> </div>
Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue Contract	<input checked="" type="checkbox"/>	XXXXXXXX	1	PDPDH1143/DE500	\$ .01
Control:		County		\$ .01	2		\$
Resp:	1143	Federal		\$	3		\$
Object: DE	500	State		\$	4	<i>G. McGrath 4/30/13</i>	\$
Transaction:	107	Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$ .01	TOTAL		\$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant

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 <i>Steven J. Feltrich</i>	Date
Date <i>5/22/13</i>	Date <i>5/21/13</i>	E #:

*5/29/13*  
(For Office Use Only)

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: K&G Garage, Inc.

CONTRACTOR ADDRESS: 656 Rockaway Tpke., Lawrence, NY 11559

FEDERAL TAX ID #: 113277627

---

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

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

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

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

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

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

The contract was originally executed by Nassau County on October 15, 2010 [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, COPD10-000007, was made pursuant to Sealed Bid 9899-05269-038. [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-a, the department is purchasing the services required through an inter-municipal agreement.

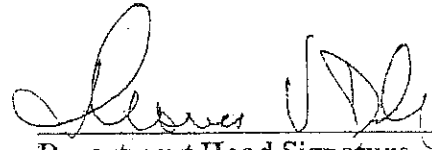
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

4.24.13  
Date

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

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

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) K & G Garage, having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000007 01 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through April 30, 2014; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.
3. Full Force and Effect. All 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.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

K & G Garage

By: 

Name: James Wilson

Title: CEO

Date: 2.22.13

NASSAU COUNTY

By: 

Name: Richard Robinson Waller


Title: Deputy County Executive

Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 28 day of February in the year 2013 before me personally came Wynish James to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of LAB Towns, 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

Gisela M. Aguilar  
Notary Public - State of New York  
Reg. # 01AG6076533  
Qualified in Nassau County  
My Commission Expires 06/24/2014

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

On the 29 day of May 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 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

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170632  
EXPIRES 7/23/2014

act ID#: COPD 10-000007



Department: Police

## Contract Details

**E-122-10**

SERVICE: County Impound and Towing

NIFS ID #: COPD10000007 NIFS Entry Date: 4/15/10 Term: from 05/01/10 to 04/30/13

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

## Agency Information

Vendor	
Name K & G Garage	Vendor ID# 11327327
Address 656 Rockaway Turnpike Lawrence, New York 11801 Email: <u>Wreckmaster400</u> <u>@aol.com</u>	Contact Person James Walsh Phone 516-239-7302 Fax: <u>516-239-4281</u>

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept. Head) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8/11/10	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/4/10	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
8/4/10	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 8/4/10	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 8/1/10	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Certificate to CA	<input checked="" type="checkbox"/> 8/3/10	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 8/3/10	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/> 8/24/10	<i>[Signature]</i>	

C&P D10-006007

<b>Description:</b> County Impound and Towing
<b>Purpose:</b> To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.
<b>Method of Procurement:</b>  Formal sealed bidding process.
<b>Procurement History:</b>  Procured through bid #9899-05269-038 dated 05/14/09
<b>Description of General Provisions:</b>  Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.  It is necessary to have such tow cars available at the direction of Police Department 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 for his assigned zones. This is a person service contract within the intent and purview of Section 2206 of the County Charter.
<b>Impact on Funding / Price Analysis:</b>  Vendor 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: <div style="margin-left: 40px;"> Zone 19 - \$28,352.99 per annum  Zone 20 - \$19,352.99 per annum </div> Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, \$10,000 is being encumbered for this purpose. Change in Contract from Prior Procurement: N/A Recommendation: Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	BEN
Control:	PDA10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	\$
County	\$ 10,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 10,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 10,000
3		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 10,000</b>

Document Prepared By: Kim Kramer and Jane Svenelid Date: 04/15/10

<b>NPIS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NPIS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name: <i>[Signature]</i>		Name: <i>[Signature]</i>		Date: 8/24/10	
Date: 8/22/10		Date: 10/13/10		(For Office Use Only)	
				E #:	

E-122-1.

RULES RESOLUTION NO. 160-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE  
COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE  
DEPARTMENT AND K&G GARAGE.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 9-13-10

VOTING:

ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with K&G Garage for services in connection with County impound and  
towing, 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 K&G Garage.

RULES RESOLUTION NO. - 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND K&G GARAGE.

WHEREAS, the County has negotiated a personal services agreement with K&G Garage for services in connection with County impound and towing, 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 K&G Garage.

George Maragos  
County Comptroller

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: K & G GARAGE

CONTRACTOR ADDRESS: 656 Rockaway Turnpike, Lawrence, New York 11559

FEDERAL TAX ID #: 113277627

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 on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened. *STP 12/1/09*

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.

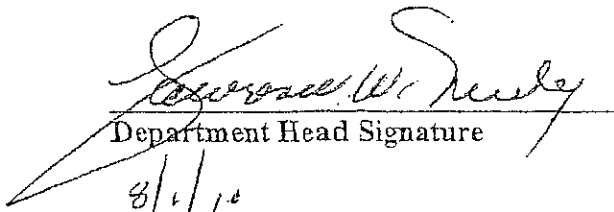
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

*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  
8/1/10  
Date

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

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

LINK TO:

NEW PRODUCTION SYSTEM  
DOCUMENT HEADER

04/15/2010  
2:11 PM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD100000007	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: 113277627 01	APPROVAL TYPE	: 01
VENDOR NAME	: K & G GARAGE		
VENDOR ADDRESS	: 656 ROCKAWAY TPKE		
	LAWRENCE	NY 11559	
COUNTRY	: USA		
ALPHA VENDOR	: K & G GARAGE		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	:	10,000.00	CURRENCY CODE :
NUMBER OF LINES	: 1		RESPONSIBLE UNIT :
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		
F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR
F5-NEXT	F6-DTL ENTRY	F7-VIEW DOC	F8-SUBMIT
F9-LINK	F10-SAVE	F12-ADL FCTNS	

PAB  
①  
4-16-10

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

2:11 PM

DOCUMENT : CQPD10000007 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

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TRANS CODE	:	103	CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF	:		
TRANS DESC.	:	TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS	
TRANS AMOUNT	:	10,000.00	
INDEX	:	PDPDH1143	PERSONNEL AND ACCOUNTING
SUBOBJECT	:	DE500	MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

## FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT

F7-VIEW DOC F9-LINK F10-SAVE

G008 - NEXT RECORD DISPLAYED

ATTACHED TO : DOCUMENT NUMBER : CQPD100000007  
PAGE : 01 OF 01

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K&G TOWING  
TOW AND STORAGE CONTRACT  
PDPDH1143/DE500  
\$10,000

F1-HELP  
F7-PRIOR PG F8-NEXT PG  
G001 - RECORD SAVED

F3-COPY

F4-AUDIT  
F10-SAVE

F5-INS LINE F6-INS PAGE  
F11-DEL LINE F12-DEL PAGE

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2010 (together with the 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) K & G Garage., a corporation formed pursuant to the laws of the State of New York having its principal office at 656 Rockaway Turnpike, Lawrence, New York 11559 (hereinafter referred to as "CONTRACTOR").

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### WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is under a direction 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 as become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use services to 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. 9899-05269-038, 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

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

WHEREAS, 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. (a) Term. This Agreement shall commence within May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone or zones numbered 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 or zones 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 a 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, CONTRACTOR may in such cases, and if 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 two (2) subparagraph (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 two (2) subparagraph (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 two (2) subparagraph (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 two (2) subparagraph (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.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the 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

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE \$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS \$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS \$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS \$25.00 per day
5. BRAKE TEST \$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT \$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF \$15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:
  - A. FOR THE FIRST SEVEN (7) DAYS \$15.00 per day
  - B. AFTER SEVEN (7) DAYS \$20.00 per day
  - C. AFTER THIRTY (30) DAYS \$25.00 per day
4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS	\$20.00 per day
B. AFTER SEVEN (7) DAYS	\$30.00 per day
C. AFTER THIRTY (30) DAYS	\$45.00 per day
5. BRAKE TEST	\$60.00
III. COUNTY STORAGE RATE (County Charge)	\$2.50 per day
IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITY TO ANOTHER COUNTY-OWNED STORAGE FACILITY	
	\$75.00
V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.	

(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 two (2), subparagraph "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 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

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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 date the DEPARTMENT'S hold is 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.

(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 19 - \$28,352.99 per annum

Zone 20 - \$19,352.99 per annum

The check shall be made payable to the "Nassau County" in the amount of \$3,975.50 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 the franchise fee or any portion thereof is not received by the fifth day of the month, then 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 \$3,975.50 outstanding and not paid until the fifteenth day of the month would be figured as follows:  $\$3,975.50 \times 0.20 = \$795.10 / 365 = \$2.18 \times 15 = \$32.68$ ). 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.

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(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 \$47,705.98 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(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 two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(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 the 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 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, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. 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.

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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 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 10<sup>th</sup> 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 and 00/100 (\$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.

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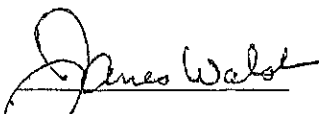
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(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).

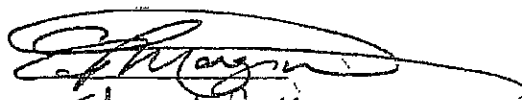
(b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

K & G GARAGE

By:   
Name: James Walsh  
Title: President  
Date:

NASSAU COUNTY

By:   
Name: Edward P. Mangano  
Title: Nassau County Executive  
Date: 10/25/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 12th day of April in the year 2010 before me personally came James Walsh 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 K+G garage, 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

SAMANTHA RICCIO  
Notary Public  
Lic. 01RI 6152310  
Nassau County NY  
Commission Expires 09052010  
*Samantha Riccio*  
04-12-2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 25 day of October in the year 2010 before me personally came Edward P. Mangano 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 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.

*Doreen R. Pennica*  
NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6175832  
EXPIRES 7/23/2011

## LIEN LAW

§ 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, motorboat or aircraft or for furnishing gasoline or other supplies therefore 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, Motorboat 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

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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.

§ 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 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, or by first-class

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mail if the lienor has obtained from the United States post office department a certificate of mailing. 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 canceling 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

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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.

§ 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,

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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.

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K&G Garage

656 Rockaway Turnpike  
Lawrence NY 11559  
516-239-7302 Fax 516-239-4281

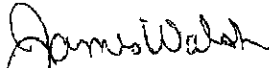
## Disclosure Statement

April 12, 2010

Dear Sirs:

Please be advised that I am the sole officer of K&G Garage, Inc.


Sincerely,



James Walsh, President



# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK  <b>COUNTY OF NASSAU</b>  BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING 240 OLD COUNTRY ROAD MINEOLA, NEW YORK 11501		BID NUMBER 9899-05269-038  Dated: 05/14/09
			BID OPENING DATE 05/26/09 11:00 A.M. E.D.S.T.
	BUYER GERALD KRAUS	TELEPHONE (516) 571-3936	REQUISITION NUMBER NA

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:	COUNTY IMPOUND GARAGE CONTRACTS
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• 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.

<b>DELIVERY MADE TO:</b> ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT - LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	<b>GUARANTEED DELIVERY DATE</b> _____ DAYS AFTER RECEIPT OF ORDER  <b>EMPLOYERS FEDERAL TAX ID NUMBER</b> 11-3277627
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TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <b>K+G GARAGE</b>			
ADDRESS <b>656 ROCKAWAY PKE</b>			
CITY <b>Lawrence</b>	STATE <b>NY</b>	ZIP CODE <b>11559</b>	TELEPHONE <b>516 239 7302</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>James Walsh</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE <b>JAMES WALSH PRES.</b>	

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 IMPOSED 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 (Fedor-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.

## DISCLOSURE STATEMENT

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

Bidders Name: K+ & GARAGE INC  
Address: 656 ROCKAWAY TPKE LAWRENCE NY 11559  
Telephone No: 516 239 7302 Fax No: \_\_\_\_\_

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.

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

BIDDER SIGN HERE

*James Walsh*  
BIDDER

*Prest*  
TITLE

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

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

1. REFERENCE'S NAME:

Collision Specialists of Inwood

ADDRESS:

425 Doughty Blvd

Inwood, NY 11096

TELEPHONE:

516-239-2343

CONTACT PERSON Richard Conte

CONTRACT DATE:

2. REFERENCE'S NAME:

Lakeview Mercedes

ADDRESS:

468 Lakeview Ave

Rockville Centre NY 11570

TELEPHONE:

516-766-2585

CONTACT PERSON Will Cinservice

CONTRACT DATE:

3. REFERENCE'S NAME:

Allstate Motor Club

ADDRESS:

PO Box 3094

Arlington Heights, IL 60006

TELEPHONE:

800-869-7997

CONTACT PERSON Warren Gerky

CONTRACT DATE:

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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[Signature]  
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520-09

TITLE


As used in this Appendix EE the term "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.

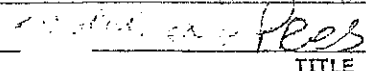
NOTE:

CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

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§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A.) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
- 2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; ~~pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement~~ for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

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§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A.) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

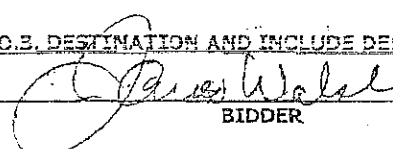
§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

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TITLE

Section 8. Enforcement.

- A.) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

**PERIOD COVERED:** Shall be for three (3) years from the effective date of the contract. The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract 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.

**NOTWITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.**

**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.

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

**EVALUATION:**

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

**GENERAL CONDITIONS:**

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau 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.

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TITLE

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 for 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.

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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.

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TITLE

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 (\$10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand (\$10,000.00) 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 thereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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 THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS  
(516) 571-3936

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 (20) 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:

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TITLE

IMPOUND RATES (MAXIMUM ALLOWABLE)

- a. Towing to a contractor's premises
  - i. Passenger cars, taxis, and motorcycles \$85.00
  - ii. Commercial vehicles up to 8,000 pounds unladen \$120.00
  - iii. Commercial vehicles over 8,000 \$120.00 plus \$15.00  
per each additional 4,000 pounds or part thereof
- b. Towing from a contractor's premises to a County-owned storage facility
  - i. Passenger cars, taxis, and motorcycles \$75.00
  - ii. Commercial vehicles \$75.00
- c. Storage for each 24-hour period or part thereof for the first seven days
  - i. Passenger cars, taxis, and motorcycles \$10.00 per day
  - ii. Commercial vehicles up to 30 feet in length \$15.00 per day
  - iii. Commercial vehicles exceeding 30 feet in length \$20.00 per day
- d. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30<sup>th</sup> day
  - i. Passenger cars, taxis, and motorcycles \$15.00 per day
  - ii. Commercial vehicles up to 30 feet in length \$20.00 per day
  - iii. Commercial vehicles exceeding 30 feet in length \$30.00 per day
- e. Storage for each 24-hour period or part thereof for each day after the 30<sup>th</sup> day
  - i. Passenger cars, taxis, and motorcycles \$25.00 per day
  - ii. Commercial vehicles up to 30 feet in length \$25.00 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 \$2.50 per day
  - ii. Commercial vehicles \$2.50 per day
- g. Brake test
  - i. Passenger cars, taxis, and motorcycles \$40.00
  - ii. Commercial vehicles \$60.00

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.

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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.

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TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-05269-038

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, then southerly along 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 Community Drive meets the southern extremity of the Long Island Expressway, then northerly along the eastern extremity of Community Drive 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 southeast boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the point of beginning.

ZONES 1 and 4

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

26  
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BIDDER

TITLE \_\_\_\_\_

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

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 northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to 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:

\$ \_\_\_\_\_ 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 Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3.

BID OFFER:

\$ \_\_\_\_\_ ANNUALLY

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BIDDER

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-05269-038

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the Long Island Expressway meets the New York City Line, then easterly along the southern extremity of the Long Island Expressway 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: \$ \_\_\_\_\_ ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the Long Island Expressway, then easterly along the southern extremity of the Long Island Expressway 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: \$ \_\_\_\_\_ 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 Route 107; then northerly along the eastern extremity of Route 107 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 Route 107 then southerly along the eastern extremity of Route 107 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 Wantagh State Parkway to the point of beginning.

-----ZONE 9-----BID OFFER:-----\$-----ANNUALLY-----

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 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 to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER \$-----ANNUALLY

29.  
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and 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, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Jarretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along 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 along the western boundary line of the Incorporated Village of Rockville Centre 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

31  
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

James Walsh  
BIDDER

Reo  
TITLE

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) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along ~~the western extremity of Domar Canal to Garretts Lead, then northeasterly~~ following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects 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 to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line 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

\$ 28,352.99 ANNUALLY  
\$ 28,352.99 (JD)

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 County of Nassau 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 Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20

BID OFFER

\$ 19,352.99 ANNUALLY  
(JD)

33

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

BIDDER SIGN HERE

BIDDER

TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

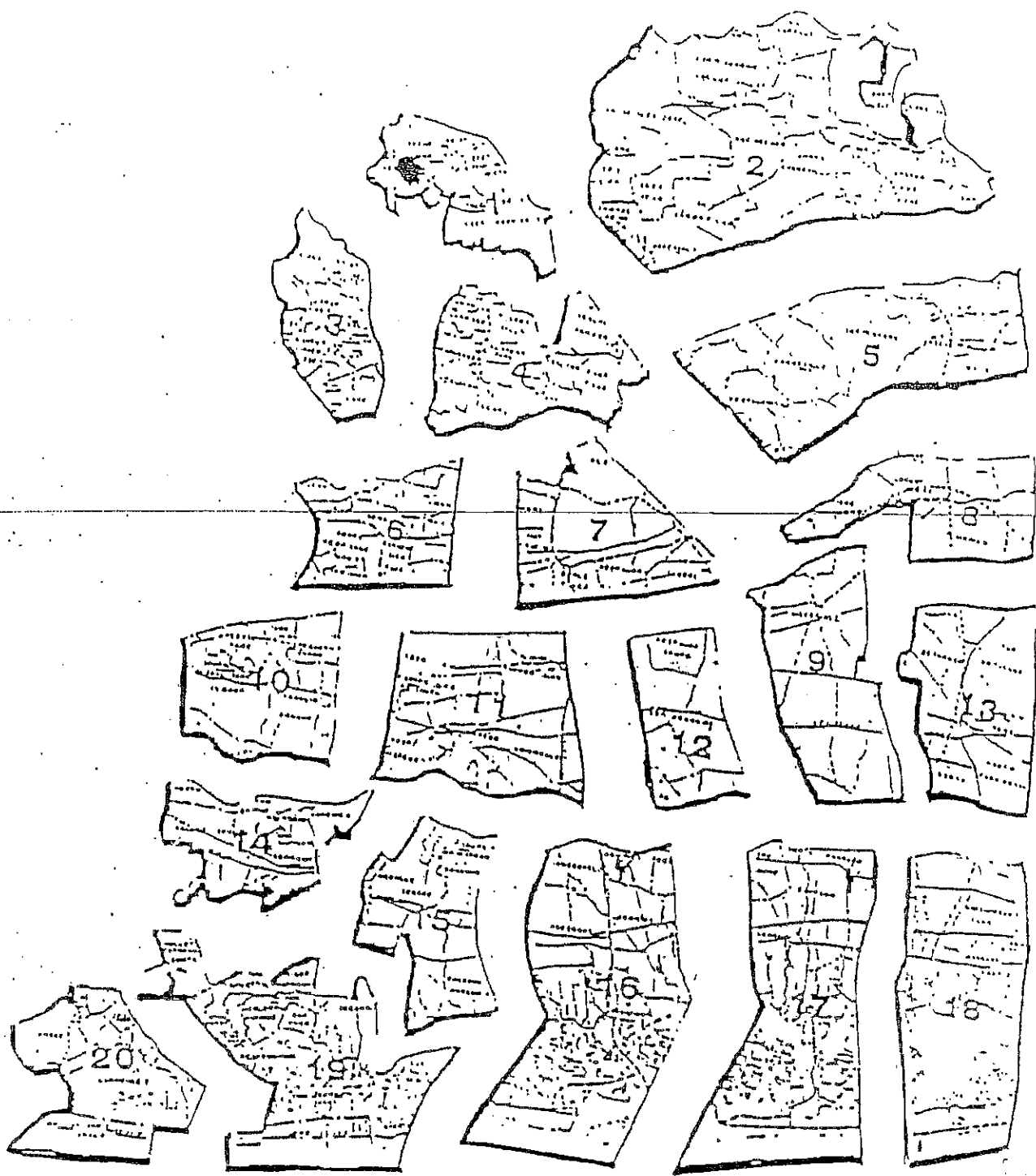
35

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

BIDDER SIGN HERE

BIDDER

TITLE



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

On the 4 day of December in the year 2002 before me, the undersigned, personally appeared JAMES WALSH personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of  
Individual taking acknowledgment

\* For acknowledgments taken in New York State.

\*\* State, District of Columbia, Territory, Possession, or Foreign Country

) ss.:

On the \_\_\_ day of \_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared \_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and Office of  
Individual taking acknowledgment

\*\* For acknowledgments taken outside of New York State.

Executor's Bond

Title No.

Acc 3865-R

JAMES WALSH as the Executor of the  
Estate of WILLIAM J. WALSH

TO

NEW ENTERPRISES LLC.

SECTION 39  
BLOCK 954  
LOT 1-4  
COUNTY OR TOWN NASSAU

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
First American Title Insurance Company  
of New York



ABRAHAM SPECTOR  
979 East End  
Woodmere, NY 11598

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

THIS INDENTURE, made the 4th day of December, in the year two thousand one BETWEEN JAMES WALSH, residing at 400 Rockaway Turnpike, Lawrence, NY 11559, as Specific Devisee as executor of the Estate of WILLIAM J. WALSH, pursuant to the last will and testament of WILLIAM J. WALSH, who died on July 31, 1995, late of County of Nassau, State of New York, deceased, party of the first part, and JEW Enterprises LLC., 656 Rockaway Turnpike, Lawrence, NY 11559 party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of TEN (\$10)\_\_\_\_\_

\_\_\_\_\_ dollars, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being at Cedarhurst, Town of Hempstead, County of Nassau and State of New York, known and designated as and by Lots Nos. 1, 2, 3 and 4 in Block "E", on a certain map entitled, "Corrected Sales Map of 301 Bungalow Lots at Cedarhurst, Nassau County, N.Y., belonging to the heirs of Benj. E. Valentine, surveyed by Quentin F. Disher, L.S.", and filed in the Office of the Clerk of the County of Nassau on August 18, 1926 as Map No. 612, Case No. 676, which said lots when taken together are more particularly bounded and described according to said map as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Valentine Avenue with the easterly side of Benjamin Avenue;

RUNNING THENCE easterly along the southerly side of Valentine Avenue, 80.50 feet;

THENCE southerly on a line forming an interior angle of 93 degrees 48 minutes 50 seconds with the last mentioned course, 60.14 feet;

THENCE westerly at right angles to the easterly side of Benjamin Avenue, 84.50 feet to the easterly side of Benjamin Avenue;

THENCE northerly along the easterly side of Benjamin Avenue, 60.00 feet to the corner, the point or place of BEGINNING.

Subject to the riparian rights of others, if any.  
Subject to any prior taking by any municipality.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

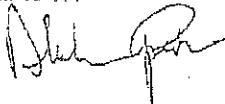
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

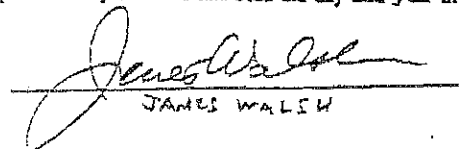
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



  
JAMES WALSH

NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 07-02-2002  
Recorded Time: 3:54:22 p

Record and Return To:  
ABRAHAM SPECTOR

Liber Book: D 11495-  
Pages From: 728  
To: 731 730

Control  
Number: 2597  
Ref #: RE 028496  
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0039	00354-00	00001	
HEMPSTEAD (2820)	0039	00354-00	00002	
HEMPSTEAD (2820)	0039	00354-00	00003	
HEMPSTEAD (2820)	0039	00354-00	00004	

TEM001

Taxes Total	.00
Recording Totals	77.00
Total Payment	77.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED

KAREN V. MURPHY  
COUNTY CLERK



2002070202597



# NEW YORK STATE INSURANCE IDENTIFICATION CARD

National Casualty Insurance Co.

Address of Issuer: Robert S Fede Insurance Agency, Inc.  
23 Green Street  
Suite 102  
Huntington, NY 11743

Authorized NEW YORK insurer has issued an Owner's Policy of insurance complying with Article 8 (Motor Vehicle Financial Responsibility) of the NEW YORK Vehicle and Traffic Law to:

G;GARAGE,INC  
1 ROCKAWAY TPK  
WRENCE NY 11559

Policy Number

Effective Date: 08/27/2008  
Expiration Date: 08/27/2009  
12:01 a.m. 12:01 a.m.  
(Not acceptable to obtain re-licensure after 45 days from effective date.)  
Applicable with respect to the following Motor Vehicle:

1999 FORD  
Year Make

TOW TRUCK

NEW YORK STATE REGISTRATION DOCUMENT

TOW

1999 FORD NONTRANSFERABLE  
TOW RD

15000 D 8 UTD4035 APR 16 2007  
Wt/Seats Fuel/Cyl 022 UTD

K&G GARAGE INC  
656 ROCKAWAY TPKE  
LAWRENCE NY 11559  
ANNUAL CHG  
AMT PAID INCL ADD CHG

088121BT VOID IF ALTERED EXCEPT FOR ADDRESS 257.50

National Casualty Insurance Co.

Address of Issuer: Robert S Fede Insurance Agency, Inc.  
750  
23 Green Street  
Suite 102  
Huntington, NY 11743

Authorized NEW YORK insurer has issued an Owner's Policy of insurance complying with Article 8 (Motor Vehicle Financial Responsibility) of the NEW YORK Vehicle and Traffic Law to:

G;GARAGE,INC  
1 ROCKAWAY TPK  
WRENCE NY 11559

Policy Number

Effective Date: 08/27/2008  
Expiration Date: 08/27/2009  
12:01 a.m. 12:01 a.m.  
(Not acceptable to obtain re-licensure after 45 days from effective date.)  
Applicable with respect to the following Motor Vehicle:

1999 INTER  
Year Make

Vehicle Identification Number

TOW TRUCK

Keep this document to show to the police and go

NEW YORK STATE REGISTRATION DOCUMENT

TOW

1999 INTER NONTRANSFERABLE  
FLAT YW

21400 D 8 UTD4057 SEP 18 2007  
Wt/Seats Fuel/Cyl 063 UTD

K&G GARAGE INC  
656 ROCKAWAY TPK  
LAWRENCE NY 11559  
ANNUAL CHG  
AMT PAID INCL ADD CHG

996159BX VOID IF ALTERED EXCEPT FOR ADDRESS 167

National Casualty Insurance Co.

Address of Issuer Robert S Fede Insurance Agency, Inc.  
1780 23 Green Street  
Suite 102  
Huntington, NY 11743

Authorized NEW YORK insurer has issued an Owner's Policy of  
insurance complying with Article 6 (Motor Vehicle Financial  
Act) of the NEW YORK Vehicle and Traffic Law to:

K&G GARAGE, INC  
36 ROCKAWAY TPK  
LAWRENCE NY 11559

Policy Number

Effective Date 08/27/2008  
Expiration Date 08/27/2009  
12:01 a.m. 12:01 a.m.  
(Not acceptable to obtain re-registration  
after 45 days from effective date.)  
Applicable with respect to the following  
Motor Vehicle:

1999 FORD  
Year Make  
Vehicle Identification Number

TOW TRUCK

TOW

16094TW  
1999 FORD NONTRANSFERABLE

TOW YW  
14500 D 8 UTD4007 FEB 20 2009  
Wt/Seats Fuel/Cyl 050 UTD

K&G GARAGE, INC  
656 ROCKAWAY TPK  
LAWRENCE NY 11559  
234177BZ VOID IF ALTERED EXCEPT FOR ADDRESS 251.50

Expires 02/28/11

>DEMA<

85.75

ANNUAL CHG

AMT PAID (INCL ADD CHG)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

33 National Casualty Insurance Co.

me & Address of Issuer Robert S Fede Insurance Agency, Inc.  
1-385-1780 23 Green Street  
Suite 102  
Huntington, NY 11743

Authorized NEW YORK insurer has issued an Owner's Policy of  
liability insurance complying with Article 6 (Motor Vehicle Financial  
Act) of the NEW YORK Vehicle and Traffic Law to:

K&G GARAGE, INC  
656 ROCKAWAY TPK  
LAWRENCE NY 11559

Policy Number

Effective Date 08/27/2008  
Expiration Date 08/27/2009  
12:01 a.m. 12:01 a.m.  
(Not acceptable to obtain re-registration  
after 45 days from effective date.)  
Applicable with respect to the following  
Motor Vehicle:

2002 INTER  
Year Make  
Vehicle Identification Number

TOW TRUCK

Keep this document to show to the police and court

NEW YORK STATE REGISTRATION DOCUMENT

TOW  
20900TW  
2002 INTER NONTRANSFERABLE  
TOW WH  
25500 D 6 UTD4010 AUG 14 20  
Wt/Seats Fuel/Cyl 063 UTD

K&G GARAGE, INC  
656 ROCKAWAY TPK  
LAWRENCE NY 11559  
670078BX VOID IF ALTERED EXCEPT FOR ADDRESS 190.

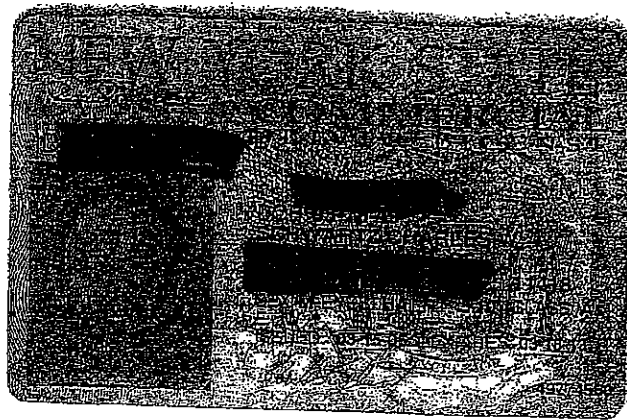
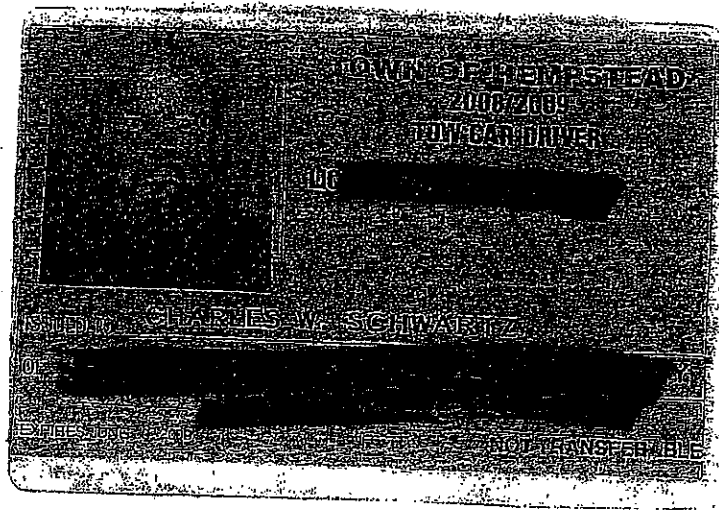
Expires 09/30/

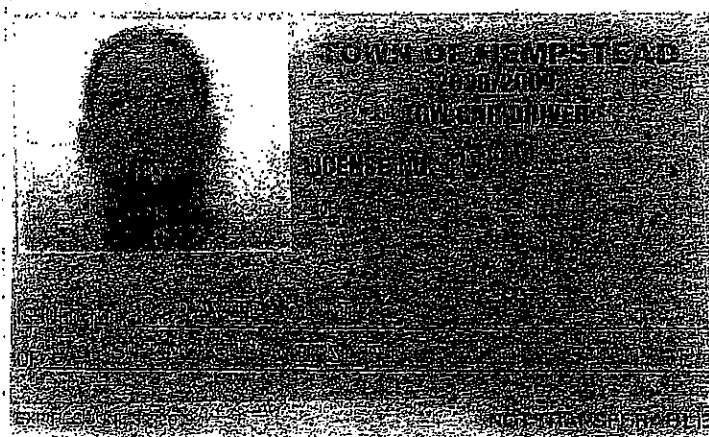
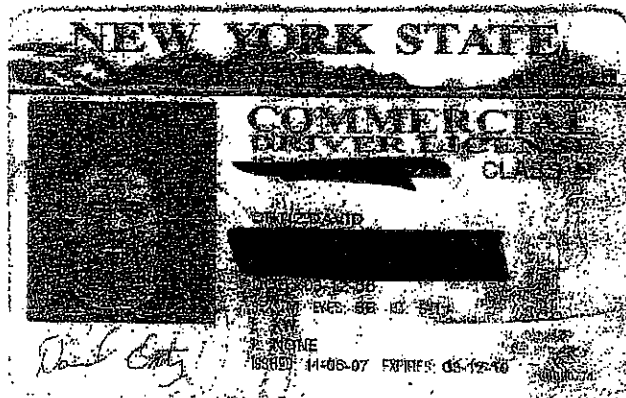
>DEMA

150.

ANNUAL CHG

AMT PAID (INCL ADD CHG)





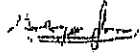
NEW YORK STATE

COMMERCIAL  
DRIVER LICENSE

CLASS A

JONES  
GEORGE

SEX: M EYES: BL HT: 6-02  
E: W  
P: NONE  
ISSUED: 08 11 OR YORP: 03-03-16 YORPMT: 12/22



NEW YORK STATE

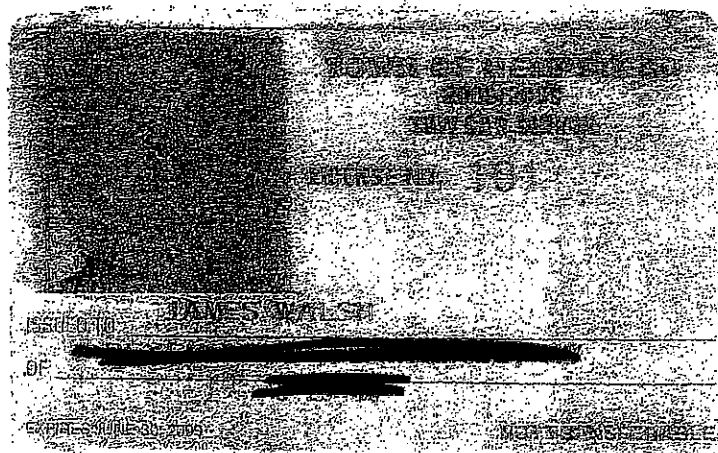
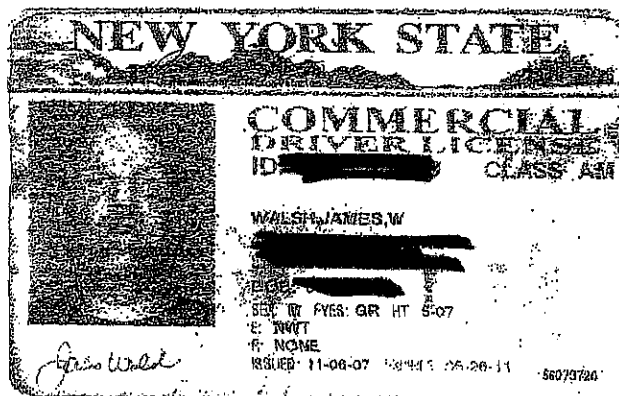
COMMERCIAL  
DRIVER LICENSE

CLASS A

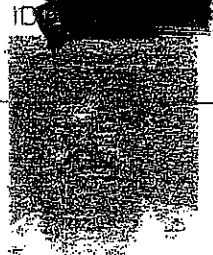
JONES  
GEORGE

SEX: M EYES: BL HT: 6-02  
E: W  
P: NONE  
ISSUED: 08 11 OR YORP: 03-03-16 YORPMT: 12/22

EXPIRES: 08 11 OR YORP: 03-03-16 YORPMT: 12/22



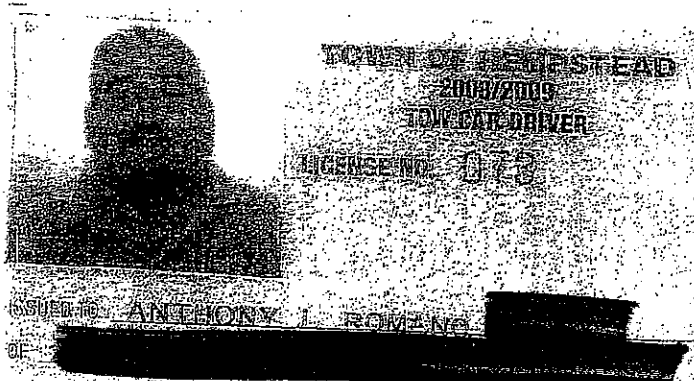
NEW YORK STATE  
COMMERCIAL  
DRIVER LICENSE



DOB: [REDACTED]  
ROMANO ANTHONY J

SEX: M EYES: BR HT: 5-07 CLASS: B  
E: RW  
ISSUED: 08-16-05 EXPIRES: 06-19-11

54246510



TOWN OF WESTSTEAD

2008/2009

TOW CAR DRIVER

LICENSE NO. 173

ISSUED TO ANTHONY J. ROMANO

OF [REDACTED]

EXPIRES JUNE 30, 2009

NOT TRANSFERABLE

# VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License#: [REDACTED]  
Fee: \$150.00  
Expiration Date: 12/31/2009



This hereby certifies that

K & G Garage Inc.

656 Rockaway Tpke

Lawrence, NY 11559

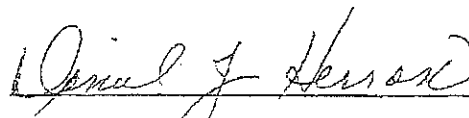
is granted the following license

Tow Car

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 1/9/2009

  
Village Administrator



OFFICE OF THE TOWN CLERK  
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550  
**MARK A. BONILLA**  
TOWN CLERK

DATE June 25, 2008

RECEIPT NO.

200820265

RECEIVED FROM K & G Garage

FOR 1 TCO-UT-Renewal-1st veh + 3 add veh

ID/Control #: APP'L 82

TOTAL PAID

\$350.00

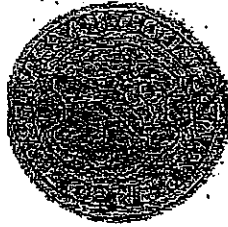
METHOD OF PAYMENT Check

SENT TO

Medallions Issued: 147-150

RP

THOMAS PASQUOZZI  
COUNTY EXECUTIVE



FRANK J. RYAN  
DIRECTOR OF PURCHASING

OFFICE OF PURCHASING  
240 OLD COUNTRY RD. - ROOM 307  
Mineola, NY 11501  
(516) 571-4060  
Fax (516) 571-4263

RE: ON-LINE VENDOR REGISTRATION

Dear Vendor:

Nassau County is pleased to once again remind all vendors that it has implemented an On-Line Vendor Registration initiative whereby all vendors may register via the Internet to submit their new vendor profile information. To do so, simply go to the Nassau County NY Homepage at: [www.nassaucountyny.gov](http://www.nassaucountyny.gov) and select "*eServices for Business*" located in the middle of the page, then "*Vendor Registration*", then enter your User ID and Password. Some vendors may have already done so from the County's previous announcements. In either case we ask that you read the message below to address a critical element on your behalf of the Vendor Registration / eProcurement initiative.

**"CATEGORY SELECTION"**

**SELECTING YOUR COMMODITY(IES), PRODUCT(S) AND/OR SERVICE(S)**

Please be advised that it is extremely important that your on-line registration includes the following:

- 1) Category selections for the product(s) and/or service(s) that you can provide. The category(s) and/or service(s) you select will allow the system to match your product(s) and/or service(s) contained in the bid requests and/or Service Proposal that the Office of Purchasing posts to the Nassau County website Bid Solicitation Board.
- 2) Subscription Service - If you select the "Premium Subscription" optional service, our system will be able to locate you as a provider of the particular product and/or service by the category code you selected. You will be notified via e-mail that a Bid or Request for Proposal is available for your review on the Bid Solicitation Board. However, if you fail to indicate your category code, the system will not be able to notify you even if you have chosen the Premium Subscription option.

REQUEST FOR TAX PAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

Document Type: Initial Entry [ ] Revision [ ]

VENDOR/PAYEE ID: 113277627 SUFFIX:    

VENDOR/PAYEE NAME: K + G Garage Inc.

REMIT TO ADDRESS:

656 Rockaway Tpke

CITY: LAWRENCE STATE: NY ZIP: 11559

*Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.*

- A. The vendor/payee ID number provided above is: Federal ID# ☒ Social Security # [ ] C. Is a medical or legal service ever provided by vendor: Yes [ ] No ☒
- B. Is vendor/payee incorporated: Yes ☒ No [ ] D. Is vendor/payee an employee of Nassau County: Yes [ ] No ☒

*Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.*

*Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on you tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Please Sign Here

Print Name Here JAMES WALSH Date 5-20-09

Title Pres. Email Address [REDACTED]

Phone # 516-234-7302 Fax # 516-234-9281

*Official Use Only*

Form Submitted By: \_\_\_\_\_ (Name)  
\_\_\_\_\_  
(NC Department)

TYPE: V or E or R ADMIN ST: P IND: R FTAX/SSN IND: F or S RESTRD: N 1099 REPORT: Y or N

Nassau County Comptroller- Vendor Claims Section  
240 Old Country Road  
Mineola, NY 11501

FORM#700-W9

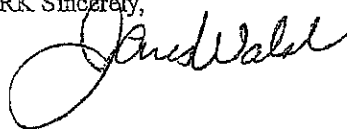
# A & B TOWING CO INC.

May 22, 2009

NCPD

Dear Sir or Madam:

THIS IS TO VERIFY THAT A & B TOWING CO INC LOCATED AT 400 ROCKAWAY TPKE  
LAWRENCE WILL SUPPLY & SERVICE ALL NEEDS FOR HEAVY DUTY TOWING &  
RECOVERY WORK Sincerely,



JAMES WALSH PRES A & B TOWING CO INC.






AUG. 23. 2010. 2:08PM

*Allen Tatum*

NO. 345 P. 2

NEW YORK STATE

COMMERCIAL  
DRIVER LICENSE  
CLASS B




CORTIZ  
DAVID

SEX: M EYES: BROWN HAIR: BROWN  
DOB: 03-19-10 ISSUED: 03-12-10 EXPIRES: 03-12-10

*Allen Tatum*

TOMMY DE WILSON

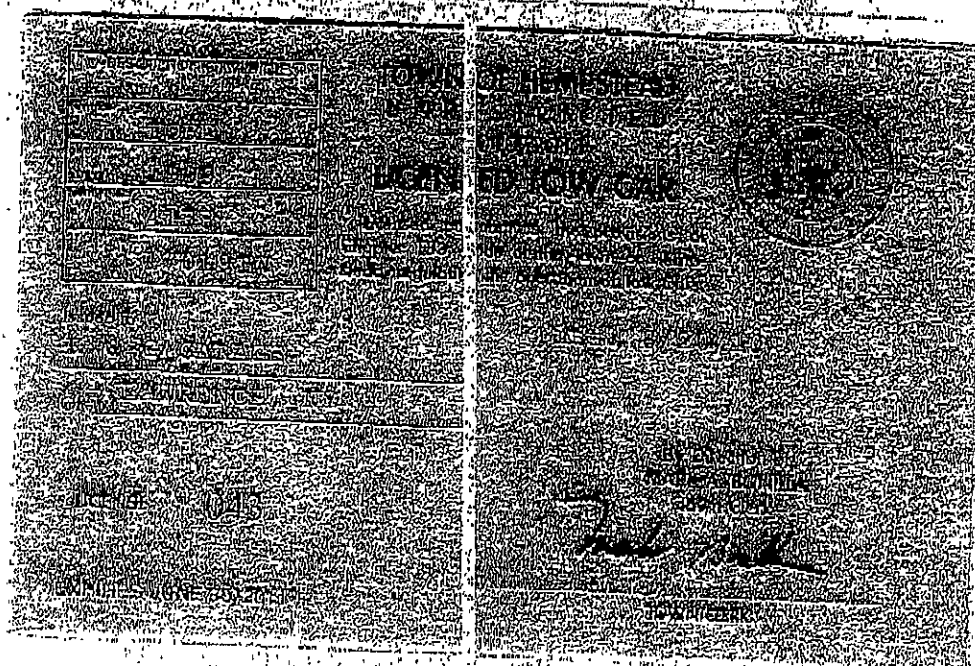
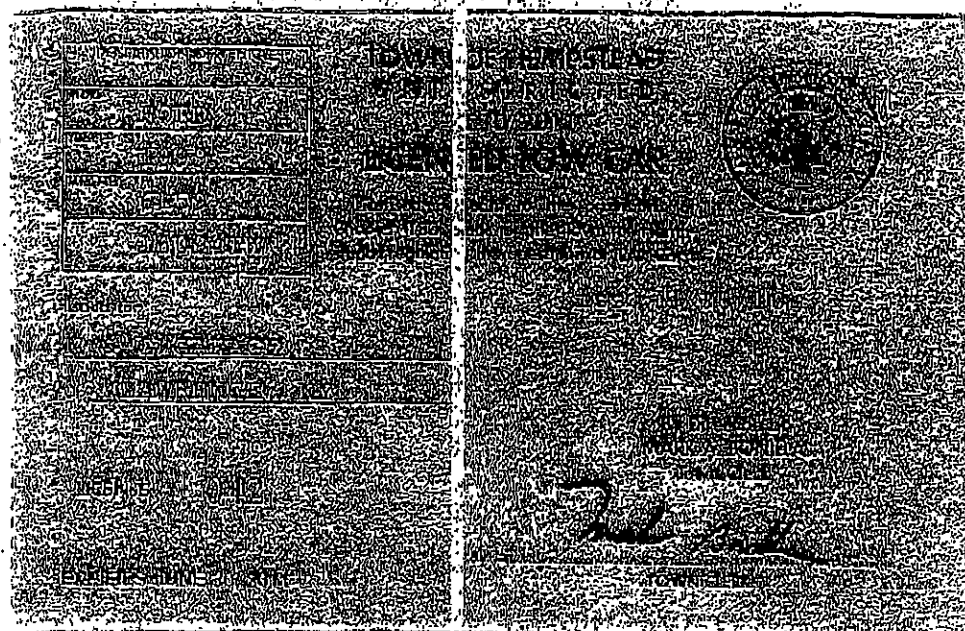
COMMERCIAL  
DRIVER LICENSE  
CLASS B



DE WILSON  
TOMMY

SEX: M EYES: BROWN HAIR: BROWN  
DOB: 03-19-10 ISSUED: 03-12-10 EXPIRES: 03-12-10

*From K+G G.*



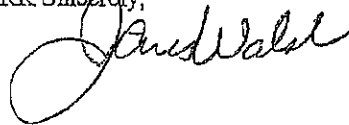
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JAMES WALSH PRES A & B TOWING CO INC.



*[Click here and type slogan]*

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: 10-13-2015

1) Bidder's/Proposer's Legal Name: K+G GARAGE

2) Address of Place of Business: 656 ROCKAWAY TPKE LAWRENCE NY 11559

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: 516 239-7302

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 01-281-9793

5) Federal I.D. Number: 113277627

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). \_\_\_\_\_

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.

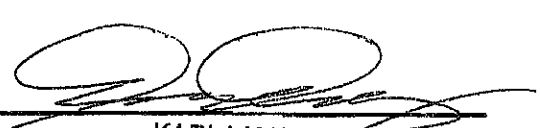
## CERTIFICATION

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, JAMES WALSH, 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 13 day of OCT. 2015

Notary Public

  
KARLA M. HERNANDEZ  
Notary Public, State of New York  
No. 01HE6317408  
Qualified in Nassau County  
Commission Expires Jan. 05, 2019


Name of submitting business:

K + G GARAGE INC

By:

JAMES WALSH

Print name

  
Signature

Pres

Title

10 / 14 / 2015  
Date

## K & G Garage

- K & G Garage became a corporation in August 1 1995. James Walsh, of 2 Reyem Drive Lawrence New York 11559, is the sole owner and operator and shareholder of K & G Garage. The State of incorporation is New York. The number of employees at K & G Garage is four. The annual revenue of K & G Garage is 250,000. Some of James Walsh accomplishments in the 56 years we have been in business include, being elected tow man of the year. K & G Garage is also affiliated with all of the major motor clubs including Allstate and Geico. James Walsh has over 35 years of experience with towing heavy and medium duty vehicles. K & G Garage has been towing vehicles for Nassau County Police department for 50 years, and has held the county police contract for 20 years. K & G Garage also tows far Paylock.

# THE INCORPORATED VILLAGE OF LYNBROOK

No. 3058

## LICENSE

THIS LICENSE IS SUBJECT TO ALL VILLAGE OF  
NANCES AND MAY BE REVOKED FOR ANY VIOLATION

Lynbrook, N.Y., 4-1 14

*This is to certify that* A-B Towing Co, Inc. havi

in accordance with the provision of VILLAGE ORDINANCE NO. \_\_\_\_\_ paid the fee

\$ Receipt # 96933, a **PERMIT** is hereby granted unto <sup>them</sup> him to \_\_\_\_\_

Restricted Tow Owner  
400 Rockaway Tpke.  
Lawrence

within the said VILLAGE for the period of 4-1-14 from the date hereof  
ending 12-31-14

John Giordano  
Clerk

Will Chiodini  
Mayor



**OFFICE OF THE TOWN CLERK**

1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550

**NASRIN G. AHMAD**

TOWN CLERK

DATE June 30, 2014

RECEIPT NO. 201419692

RECEIVED FROM A & B Towing

FOR 1 TC0-UT-Renewal-1st veh + 6 add veh

ID/Control #: APP'L 121

TOTAL PAID \$575.00

METHOD OF PAYMENT Check

SENT TO

A & B Towing  
400 Rockaway Turnpike  
Lawrence , NY 11559

Medallions Issued: 007

EP

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 Quick Care

Contact Person Gert Weiss

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company John's Service  
Contact Person John Lobianco  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # (516) 569-0678  
E-Mail Address \_\_\_\_\_

---

Company Collision Specialists  
Contact Person [REDACTED]  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # (516) 239-1969  
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 JAMES WALSH  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 656 ROCKAWAY TPK  
City/state/zip LAURENCE NY 11559  
Telephone 516 239-7302  
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 8/1/95 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 \_\_\_\_\_ YES X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? 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 ☒ 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**

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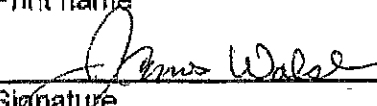
I, JAMES WALSH, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that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

Sworn to before me this 15 day of OCT. 2015

  
Notary Public KARLA M HERNANDEZ  
Notary Public, State of New York  
No. 01HE6317408  
Qualified in Nassau County  
Commission Expires Jan. 05, 2019

K+G GARAGE INC.  
Name of submitting business

JAMES WALSH  
Print name

  
Signature

PRES.  
Title

10 / 14 / 2015  
Date