

Contract ID#: COPD16000004**5-35-16**Department: POLICE**268****Contract Details**SERVICE County Impound & TowingNIFS ID #: COPD16000004NIFS Entry Date: 1/21/16Term: from 1/16/16 to 1/15/19

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

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 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	
All County Hook Up Towing Inc d/b/a All County Towing and Recovery	Vendor ID#: 743067002
Addresses: 66 E. Merrick Road Freeport, NY 11520	Contact Person Joseph Calvagno
	Phone: 516-378-9486 allcountytows@aol.com

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/21/16	<i>Car Joe to R</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	1/21/16	<i>Gail McGrath</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
1/22/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/22/16	<i>R. P. ...</i>	
1/22/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/22/16	<i>R. P. ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	1/25/16	<i>Cecilia A. Beltrone</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
1/25/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/25/16	<i>[Signature]</i>	

RECEIVED
CLERK OF THE LEGISLATURE
JAN 25 2016



Contract Summary

Description: Contract for services related to County Impound and Towing																					
Purpose: To provide the Nassau County Police Department with towing and storing of vehicles pursuant to Bid Number 9899-08144-171																					
Method of Procurement: Formal Sealed Bidding Process.																					
Procurement History: Bid Number 9899-08144-171																					
Description of General Provisions: Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD on a twenty four (24) hour a day, seven (7) day a week basis to tow, store and release such vehicles. Vendor has submitted the highest bid along with the required specifications for its assigned zone(s).																					
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s): <table border="0" style="margin-left: 40px;"> <tr> <td>Zone 14:</td> <td>\$ 24,701.00</td> <td>per annum</td> </tr> <tr> <td>Zone 15:</td> <td>\$ 12,900.00</td> <td>per annum</td> </tr> <tr> <td>Zone 16:</td> <td>\$ 24,512.00</td> <td>per annum</td> </tr> <tr> <td>Zone 19:</td> <td>\$ 30,200.00</td> <td>per annum</td> </tr> <tr> <td>Zone 20:</td> <td>\$ 15,000.00</td> <td>per annum</td> </tr> <tr> <td>Total:</td> <td>\$ 107,313.00</td> <td>per annum</td> </tr> <tr> <td></td> <td>\$ 8,942.75.</td> <td>per month</td> </tr> </table>	Zone 14:	\$ 24,701.00	per annum	Zone 15:	\$ 12,900.00	per annum	Zone 16:	\$ 24,512.00	per annum	Zone 19:	\$ 30,200.00	per annum	Zone 20:	\$ 15,000.00	per annum	Total:	\$ 107,313.00	per annum		\$ 8,942.75.	per month
Zone 14:	\$ 24,701.00	per annum																			
Zone 15:	\$ 12,900.00	per annum																			
Zone 16:	\$ 24,512.00	per annum																			
Zone 19:	\$ 30,200.00	per annum																			
Zone 20:	\$ 15,000.00	per annum																			
Total:	\$ 107,313.00	per annum																			
	\$ 8,942.75.	per month																			
Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.																					
Change in Contract from Prior Procurement: N/A																					
Recommendation: Approve as submitted.																					

Advisement Information

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

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 30,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 30,000

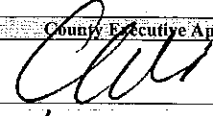
LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 30,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 30,000

RENEWAL	
% Increase	
% Decrease	

Document
Prepared By:

Gail McGrath-Gough Administrative Assistant

Date: 1/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/25/16
Date	Date	(For Office Use Only)
		E #:

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: ALL COUNTY HOOK UP TOWING INC

CONTRACTOR ADDRESS: 66 EAST MERRICK ROAD FREEPORT, NY 11520

FEDERAL TAX ID #: 743067002

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

I. ☑ The contract was awarded to the highest, responsible bidder after

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

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

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

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

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

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

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

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

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

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

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

- ☐ D. Pursuant to General Municipal Law Section 119-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.

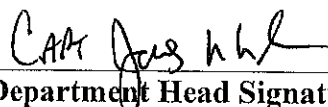
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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



Department Head Signature

01/22/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

Business History Form

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

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

Date: 10/16/15

- 1) Bidder's/Proposer's Legal Name: All County Hookup towing INC.
2) Address of Place of Business: 66 E. Merrick Rd Freeport NY 11520

List all other business addresses used within last five years:

4370 Austin Blvd Island Park NY 11358

- 3) Mailing Address (if different): Same

Phone: 516-378-9486

Does the business own or rent its facilities? OWN + Rent

- 4) Dun and Bradstreet number: 07-933-7045

- 5) Federal I.D. Number: 743067002

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

- 7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☒ No ☐ If Yes, please provide details: our Auto body Shop

- 8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: our Auto body Shop

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ 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.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

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

- B. Indicate number of years in business.

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

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

Company New York State DOT

Contact Person Jessica

Address 140 Nixon Ct

City/State Hempstead New York

Telephone 631-904-3055

Fax # 631-234-3637

E-Mail Address _____

Company INC village of Rockville Centre

Contact Person Commissoner Gennario

Address 34 maple Ave

City/State Rockville Centre N.Y. 11570

Telephone 516-766-1500

Fax # _____

E-Mail Address _____

Company INC village of Freeport

Contact Person Rob Finnse

Address 46 North Olean Ave

City/State Freeport N.Y. 11520

Telephone 516-377-2289

Fax # _____

E-Mail Address _____

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Joseph Calvagno
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 66 E Merrick Rd #
City/state/zip Freeport NY 11520
Telephone 516-378-9486
Other present address(es) _____
City/state/zip _____
Telephone [REDACTED]
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President 9/1/01 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?

NO YES X If Yes, provide details. In the owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES X If Yes, provide details. Tow truck loans

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ; If Yes, provide details.

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

New York State DOT Contract for towing
village of Freeport Contract for towing

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 21st day of October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York

Notary Public

NO. 462042T
Qualified in Nassau County
Commission Expires June 30, 2019

Name of submitting business: All County hook up towing INC.

By: Joseph Calvagno

Print name

[Signature]
Signature

Pres.
Title

10, 16, 15
Date

ALL COUNTY

TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

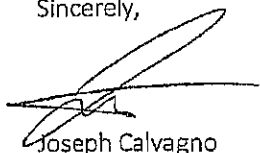
All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately \$ [REDACTED]

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,



Joseph Calvagno

President

All County Towing

[REDACTED]

CERTIFICATION

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

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

Sworn to before me this 21ST day of October 2015

Craig Roberts

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421

Notary Public Qualified in Nassau County
Commission Expires June 30, 2019

All County hook up towing INC.
Name of submitting business

Joseph Calvagno
Print name

[Signature]
Signature

Pres
Title

10/16/15
Date

E-3544

RULES RESOLUTION NO. 68-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE
DEPARTMENT AND ALL COUNTY HOOK UP TOWING INC, D/B/A
ALL COUNTY TOWING AND RECOVERY

Passed by the Rules Committee
Nassau County Legislature
By Title Vote on 3-7-16
YEAS 7 NAYES 0 ABSTAINED 3 RECUSED 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with All County Hook Up Towing, Inc. d/b/a All County Towing and Recovery for impound and towing related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with All County Hook Up Towing, Inc. d/b/a All County Towing and Recovery



POLICE DEPARTMENT
COUNTY OF NASSAU, NEW YORK
INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:
TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)
FROM: Deputy Commanding Officer, Administrative Inspection Section
SUBJECT: COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

- a) Required towing vehicles
- b) Required fenced and lighted premises
- c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

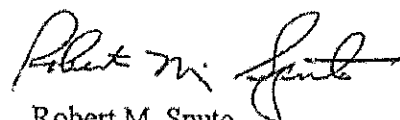
5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.

7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heavy duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone 17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.



Robert M. Sputo
Detective Lieutenant

Nassau County



Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

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

THOMAS C. KRUMPTER
ACTING COMMISSIONER

January 11, 2016

All County Hook Up Towing Inc
d/b/a All County Towing and Recovery
Attn: Joseph Calvagno
66 E. Merrick Road
Freeport, NY 11520

**Re: County Impound Garage Contracts
Bid Number 9899-08144-171**

Dear Mr. Calvagno:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Zone 14:	\$ 24,701.00	per annum
Zone 15:	\$ 12,900.00	per annum
Zone 16:	\$ 24,512.00	per annum
Zone 19:	\$ 30,200.00	per annum
<u>Zone 20:</u>	<u>\$ 15,000.00</u>	<u>per annum</u>
Total:	\$ 107,313.00	per annum
	\$ 8,942.75.	per month

Services are set to commence **January 16, 2016**. Accordingly, the pro-rata monthly amount due upon commencement is \$4,615.61.

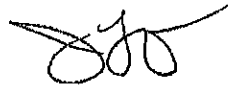
Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following **immediately** to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required Insurance documentation;
- Administrative Fee (\$533.00)

- First pro-rata installment of \$4,615.61

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joanne L. Oweis', with a stylized flourish at the end.

Joanne L. Oweis
Attorney - Legal Bureau

Enclosures



FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171

OPEN January 11, 2016

TITLE: County Impound Garage Contracts

DATE: January 11, 2016

TO: BUYER -

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

<p>Date: January 11, 2016 To: Supervisor From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>		Bid Results	
		Items	Bidder
			Recommend an award be given to North Shore Auto and Towing for Zones 1, 3 and 4
			Recommend an award be given to C & R Automotive for Zones 2,5,8,9,12,13,17,18 22 and 23
			Recommend an award be given to A1 Grand Auto Body Inc. for Zones 6,7,10 and 11.
			Recommend an award be given to All County Towing & Recovery for Zones 14,15,16,19 and 20.
			Recommend an award be given to T&D Towing Corporation for Zone 21
			Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>			
<p>Date: <u>1/11/16</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award <input type="checkbox"/> Hold award pending discussion <input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>			

COUNTY OF NASSAU

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

1. Name of the Entity: All County Towing & Recovery
Address: 66 E. merrick Rd
City, State and Zip Code: Freeport N.Y. 11520
2. Entity's Vendor Identification Number: 743067002
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp S. Corp Other (specify)

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

Joseph Calvagno

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.

Joseph Calvagno

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

NONE

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

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

NONE

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: 11/12/16

Signed: 

Print Name: Joseph Calvagno

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 FOR SERVICES

This Agreement dated as of the ____ day of _____, 2016 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) ALL COUNTY TOWING & RECOVERY 66 E. Merrick Road, Freeport, NY 11520 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-08144-171, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

1. (a) Term. This Agreement shall commence on January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

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

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone(s) numbered 14, 15, 16, 19 and 20 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph 2(g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph 2(g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph 2(g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph 2(g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

- i. Towing to a contractor's premises
 - a. Passenger cars, taxis and motorcycles \$125.00
 - b. Commercial vehicles up to 8,000 pounds unladen \$200.00
 - c. Commercial vehicles over 8,000 \$200.00
(plus \$15.00 per each additional 4,000 pounds or part thereof)
 - iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds \$300.00
- ii. Towing from a contractor's premises to a County-owned storage facility
 - a. Passenger cars, taxis and motorcycles \$125.00
 - b. Commercial vehicles \$200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Storage Rates (other than County Storage Rate)

- iii. Storage for each 24-hour period or part thereof for the first seven days
 - a. Passenger cars, taxis and motorcycles \$20.00 per day
 - b. Commercial vehicles up to 30 feet in length \$30.00 per day
 - c. Commercial vehicles exceeding 30 feet in length \$35.00 per day
- iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
 - a. Passenger cars, taxis and motorcycles \$25.00 per day

- b. Commercial vehicles up to 30 feet in length \$35.00 per day
 - c. Commercial vehicles exceeding 30 feet in length \$40.00 per day
- v. Storage for each 24-hour period or part thereof for each day after the 30th day
 - a. Passenger cars, taxis and motorcycles \$30.00 per day
 - b. Commercial vehicles up to 30 feet in length \$40.00 per day
 - c. Commercial vehicles exceeding 30 feet in length \$45.00 per day
- vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
 - a. Passenger cars, taxis and motorcycles \$20.00 per day
 - b. Commercial vehicles \$20.00 per day

County Storage Rate

- vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of \$2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

- viii. Brake test
 - a. Passenger cars, taxis and motorcycles \$60.00
 - b. Commercial vehicles \$80.00

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph 2(m), when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate (\$2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as

listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 14:	\$ 24,701.00 per annum
Zone 15:	\$ 12,900.00 per annum
Zone 16:	\$ 24,512.00 per annum
Zone 19:	\$ 30,200.00 per annum
Zone 20:	<u>\$ 15,000.00 per annum</u>
Total:	\$ 107,313.00 per annum

The check shall be made payable to the "Nassau County" in the amount of \$ 8,942.75 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If received after the first of the month the CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of \$100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows: $\$100.00 \times 0.20 = \$ 20.00 / 365 = \$.05 \times 15 = \$.75$). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of \$ 107,313.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to

paragraph 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

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

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

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

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

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to

any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. 6. Compliance with Law.

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

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

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

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

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

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

(c) The CONTRACTOR shall, and shall cause CONTRACTOR'S agents to, cooperate with the COUNTY and the DEPARTMENT in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONTRACTOR and/or a CONTRACTOR'S agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 (\$3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not

be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 (\$200,000.00) DOLLARS, (iii) Compensation Insurance for the benefit of the CONTRACTOR'S employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

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

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

required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the

CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall

provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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

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

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

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

Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of Five Hundred Thirty Three (\$533.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

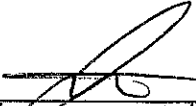
(a) Approval and Execution. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person unless (i) all COUNTY approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

By: 
Name: Joseph Calvagno
Title: pres.
Date: 1/12/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 14th day of January in the year 2016 before me personally came Joseph Calvagno to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of [REDACTED]; that he or she is the president of All County Hook Up Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Craig Roberts

NOTARY PUBLIC

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2019

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Lien Law
Article 8 Other Liens on Personal Property

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motor boat or aircraft or for furnishing gasoline or other supplies therefor and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, motor boat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being claimed for such towing and storage, and the address and times at which said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

Lien Law

Article 9 Enforcement of Liens on Personal Property

§ 200. Sale of personal property to satisfy a lien

A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale of such property according to the provisions of this article.

§ 201. Notice of sale

Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, return receipt requested, and by first-class mail. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens

Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment cancelling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception

1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is

a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

3. Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

§ 202-a. Sale of a security

A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale

Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale

At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and

advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds

Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive

The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien

An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon

If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment

In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court

Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application

Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support

1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property

owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

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

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

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other

activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

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

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

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

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

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

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

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

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Joseph Calvagno (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

ALLCO-1

OP ID: BC

DATE (MM/DD/YYYY)

01/13/2016

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

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

PRODUCER
Stafford & Company
1000 N. Main Street
Fall River, MA 02720
Raymond DeSormier

CONTACT NAME: Beverly Carreiro
PHONE (A/C, No, Ext): 508-673-5893 FAX (A/C, No): 508-677-0792
E-MAIL ADDRESS: bcarreiro@stafford-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED All County Hook Up Towing Inc
dba All County Towing &
Recovery
66 E Merrick Rd
Freeport, NY 11520

INSURER A: Markel Insurance Company

INSURER B: ACE American Insurance Co

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			[REDACTED]	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			[REDACTED]	06/09/2015	05/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Transportation			[REDACTED]	05/01/2015	05/01/2016	On Hook 250,000 MTC 50,000

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

Garagekeepers Legal Liability POI# [REDACTED] limit \$200,000

CERTIFICATE HOLDER

CANCELLATION

NASSAUC

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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DISCLOSURE STATEMENT

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

Bidders Name: All County Hook up towing INC.
Address: 166 E Merrick Rd Freeport, NY 11520
Telephone No: 516 378-9486 Fax No: _____

1. State Whether: A Corporation S corporation
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

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

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

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE

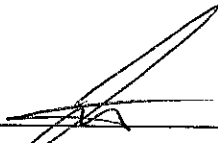

BIDDER

pres
TITLE

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

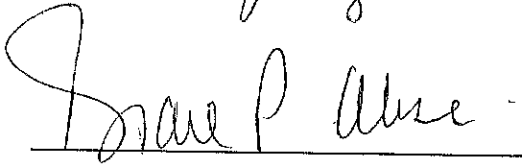
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/12/16
Dated


Signature of Chief Executive Officer

Joseph Calvagno
Name of Chief Executive Officer

Sworn to before me this

12 day of January, 2016

Notary Public

DIANE P. ALESCI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6182545
Qualified in Suffolk County
My Commission Expires March 24, 2016

Platte River Insurance Company
115 Glastonbury Blvd., Glastonbury, CT 06033

PERFORMANCE BOND
(Multiple Years - Non-construction)

BOND NO. [REDACTED]
Executed in Duplicate

KNOW ALL BY THESE PRESENTS, That, All County Towing and Recovery, Inc.
as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held
and firmly bound unto Nassau County Police Department as Oblige, in the sum of
One Hundred Seven Thousand Three Hundred and Thirteen Dollars and 00/100's
Dollars (\$107,313.00) for the payment of which sum well and truly to be made we bind ourselves
our personal representatives, successors and assigns, jointly, and severally.

WHEREAS, Principal has entered into a written agreement with Oblige dated January 11, 2016 for
County Impound Garage Contracts- Bid Number- 9899-08144-171

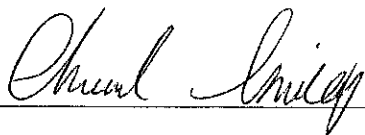
NOW, THEREFORE, if said Principal shall well and truly perform all the terms, covenants, conditions and
obligations of said Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and
effect subject to the following expressed conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

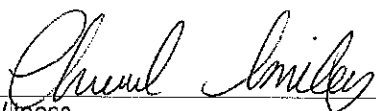
- 1) This bond shall become effective on January 14, 2016 and shall expire on January 14, 2017.
If the bond is renewed by Surety at its sole discretion, it shall be considered one continuous bond and in
no event shall the penal sum, or any portion thereof, exceed the total amount of \$107,313.00.
- 2) That no liability shall accrue under this bond until the Oblige has met all its obligations under the
Agreement dated January 11, 2016.
- 3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days
written notice of its intention to the Oblige; however, the Surety shall nevertheless remain liable for any
and all accrued indebtedness of the Principal incurred prior to the termination date.
- 4) The failure of the Principal to provide alternative security, after the Surety has exercised its rights to
terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
- 5) In the event of default by the Principal in performance of the Agreement during the term of this bond, the
Surety shall be liable only for the loss to the Oblige due to actual excess costs of performance of the
contract up to the termination of the term of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige
named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 14th day of January 2016.



Witness



Witness

All County Towing and Recovery, Inc.
(Principal)

By 

(Name & Title)

Platte River Insurance Company

By 

Diane P. Alesci, Attorney-In-Fact

Individual Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

to me known and known to me to be the person described in and who executed the foregoing instrument and _____ he _____ thereupon acknowledged to me that _____ he _____ executed the same.

Notary Public

Partnership/L.L.C. Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and _____ he _____ thereupon acknowledged to me that _____ he _____ executed the same as and for the act and deed of said firm.

Notary Public

Corporate Acknowledgment

State of New York

County of Nassau

On the 14 day of January, 2016, before me personally appeared _____

Joseph P. Calvagno
to me known, who being by me duly sworn, did depose and say that _____ he _____ is the President of the All County Towing + Recovery Inc. the corporation described in and which executed the foregoing instrument; that _____ he _____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that _____ he _____ signed his/her name thereto by like order.

WILEY P. CROKER
Notary Public, State of New York
No. 01CR6125873
Qualified in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker

Notary Public

ACKNOWLEDGEMENT OF SURETY

State of New York }
County of Nassau } ss.

On January 14, 2016, before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017


Notary Public

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

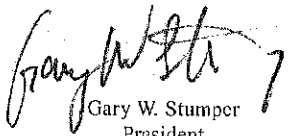
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

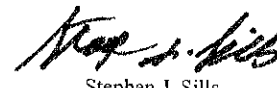
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY



Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of February, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE


Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14 day of January, 2016.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL. 800-475-4450. PR-POA (Rev. 02-2015)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:

Bonds

Common stocks

Cash, cash equivalents and short-term investments

Receivables for securities

Total cash and invested assets

Investment income due and accrued

Uncollected premiums and agents' balances in course of collection

Deferred premiums, agents' balances and installments booked but deferred and not yet due

Amounts recoverable from reinsurers

Current federal and foreign income tax recoverable and interest thereon

Net deferred tax asset

Receivables from parent, subsidiaries and affiliates

Other admitted assets

Total admitted assets

Liabilities and Surplus as Regards Policyholders

Liabilities:

Losses

Reinsurance payable on paid losses and loss adjustment expenses

Loss adjustment expenses

Commissions payable, contingent commissions and other similar charges

Other expenses (excluding taxes, licenses and fees)

Taxes, licenses and fees (excluding federal and foreign income taxes)

Unearned premiums

Ceded reinsurance premiums payable (net of ceding commissions)

Amounts withheld or retained by company for account of others

Other liabilities

Total liabilities

Surplus as regards policyholders:

Common capital stock

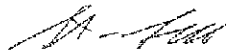
Gross paid in and contributed surplus

Unassigned funds (surplus)

Surplus as regards policyholders

Total liabilities and capital and surplus

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills
CEO & President



Platte River Insurance Company

115 Glastonbury Blvd., Glastonbury, CT 06033

PERFORMANCE BOND

(Multiple Years - Non-construction)

BOND NO. [REDACTED]

Executed in Duplicate

KNOW ALL BY THESE PRESENTS, That, All County Towing and Recovery, Inc.
as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held
and firmly bound unto Nassau County Police Department as Oblige, in the sum of
One Hundred Seven Thousand Three Hundred and Thirteen Dollars and 00/100's
Dollars (\$107,313.00) for the payment of which sum well and truly to be made we bind ourselves
our personal representatives, successors and assigns, jointly, and severally.

WHEREAS, Principal has entered into a written agreement with Oblige dated January 11, 2016 for
County Impound Garage Contracts- Bid Number- 9899-08144-171

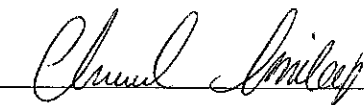
NOW, THEREFORE, if said Principal shall well and truly perform all the terms, covenants, conditions and
obligations of said Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and
effect subject to the following expressed conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

- 1) This bond shall become effective on January 14, 2016 and shall expire on January 14, 2017.
If the bond is renewed by Surety at its sole discretion, it shall be considered one continuous bond and in
no event shall the penal sum, or any portion thereof, exceed the total amount of \$107,313.00.
- 2) That no liability shall accrue under this bond until the Oblige has met all its obligations under the
Agreement dated January 11, 2016.
- 3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days
written notice of its intention to the Oblige; however, the Surety shall nevertheless remain liable for any
and all accrued indebtedness of the Principal incurred prior to the termination date.
- 4) The failure of the Principal to provide alternative security, after the Surety has exercised its rights to
terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
- 5) In the event of default by the Principal in performance of the Agreement during the term of this bond, the
Surety shall be liable only for the loss to the Oblige due to actual excess costs of performance of the
contract up to the termination of the term of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige
named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 14th day of January 2016.



Witness



Witness

All County Towing and Recovery, Inc.

(Principal)

By 

(Name & Title)

Platte River Insurance Company

By 

Diane P. Alesci, Attorney-In-Fact

Individual Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

to me known and known to me to be the person described in and who executed the foregoing instrument and _____ he _____ thereupon acknowledged to me that _____ he _____ executed the same.

Notary Public

Partnership/L.L.C. Acknowledgment

State of _____

County of _____

On the _____ day of _____, 20____, before me personally appeared _____

to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and _____ he _____ thereupon acknowledged to me that _____ he _____ executed the same as and for the act and deed of said firm.

Notary Public

Corporate Acknowledgment

State of New York

County of Nassau

On the 14 day of January, 2014, before me personally appeared _____

Joseph P. Calvagno
to me known, who being by me duly sworn, did depose and say that _____ he _____ is the _____
President of the All County Tanning & Recovery Inc.

the corporation described in and which executed the foregoing instrument; that _____ he _____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that _____ he _____ signed his/her name thereto by like order.

SHIRLEY P CROKER
Notary Public, State of New York
No. 01CR6125873
Qualified in Nassau County
Commission Expires April 25, 2017

Shirley P. Croker


Notary Public

ACKNOWLEDGEMENT OF SURETY

State of New York }
County of Nassau } ss.

On January 14, 2016, before me personally came Diane P. Alesci to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SHIRLEY P. CROKER
NOTARY PUBLIC, State of New York
No. 01CR6125873, NASSAU County
Certificate Filed in Nassau County
Commission Expires April 25, 2017


Notary Public

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

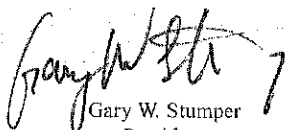
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

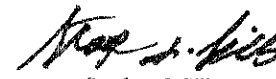
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

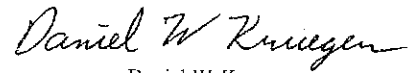

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

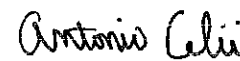

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14 day of January, 2015.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 02-2015)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Admitted Assets

Cash and invested assets:
Bonds
Common stocks
Cash, cash equivalents and short-term investments
Receivables for securities
Total cash and invested assets

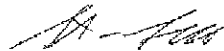
Investment income due and accrued
Uncollected premiums and agents' balances in course of collection
Deferred premiums, agents' balances and installments booked but deferred and not yet due
Amounts recoverable from reinsurers
Current federal and foreign income tax recoverable and interest thereon
Net deferred tax asset
Receivables from parent, subsidiaries and affiliates
Other admitted assets
Total admitted assets

Liabilities and Surplus as Regards Policyholders

Liabilities:
Losses
Reinsurance payable on paid losses and loss adjustment expenses
Loss adjustment expenses
Commissions payable, contingent commissions and other similar charges
Other expenses (excluding taxes, licenses and fees)
Taxes, licenses and fees (excluding federal and foreign income taxes)
Unearned premiums
Ceded reinsurance premiums payable (net of ceding commissions)
Amounts withheld or retained by company for account of others
Other liabilities
Total liabilities

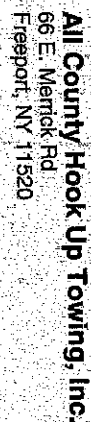
Surplus as regards policyholders:
Common capital stock
Gross paid in and contributed surplus
Unassigned funds (surplus)
Surplus as regards policyholders
Total liabilities and capital and surplus

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2014, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills
CEO & President





All County Hook Up Towing, Inc.
66 E. Merrick Rd
Freeport, NY 11520

JPMORGAN CHASE BANK
Sunrise Highway
Freeport, NY 11520
1-21210

1/14/2016

PAY TO THE ORDER OF Treasurer of Nassau County

\$4,615.61**

Four Thousand Six Hundred Fifteen and 61/100 ***** DOLLARS

Treasurer of Nassau County
Personnel and Accounting Bureau
1490 Franklin Ave - 2nd Fl - Rm 250
Mineola, NY 11501
Attn: Gail McGrath-Gough
Cust #ARPDA1ALLCOU 01

MEMO
Attn: Gail McGraill-Sougin
Cust #ARPDATALLCOU 01

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All County Hook Up Towing, Inc.
66 E. Merrick Rd
Freeport, NY 11520

JPMORGAN CHASE BANK
Sunrise Highway
Freeport, NY 11520
1-2/210

1/14/2016

PAY TO THE
ORDER OF Treasurer of Nassau County

\$ **533.00

Five Hundred Thirty-Three and 00/100*****

DOLLARS

Treasurer of Nassau County
Personnel and Accounting Bureau
1490 Franklin Ave - 2nd Fl - Rm 250
Mineola, NY 11501

Attn: Gail McGrath-Gough
Cust #ARPD1ALLCOU 01

MEMO

MP



FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171

OPEN January 11, 2016

TITLE: County Impound Garage Contracts

DATE: January 11, 2016

TO: BUYER -


FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results	
		Items	Bidder
<p>Date: January 11, 2016 To: Supervisor From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>			Recommend an award be given to North Shore Auto and Towing for Zones 1, 3 and 4
			Recommend an award be given to C & R Automotive for Zones 2,5,8,9,12,13,17,18 22 and 23
			Recommend an award be given to A1 Grand Auto Body Inc. for Zones 6,7,10 and 11.
			Recommend an award be given to All County Towing & Recovery for Zones 14,15,16,19 and 20.
<p>Date: _____ To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>			Recommend an award be given to T&D Towing Corporation for Zone 21
			Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.
<p>Date: <u>1/11/16</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>			

FORMAL SEALED BID PROPOSAL

(5)

	STATE OF NEW YORK		BID NUMBER 9899-08144-171
	COUNTY OF NASSAU		Dated: JULY 31, 2014
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE AUGUST 14, 2014 11:00 A.M. E.D.S.T.
BUYER FRAN FISHER		TELEPHONE 516-571-6679	REQUISITION NUMBER OPENED

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER: 2014

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

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

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

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

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

DELIVERY MADE TO:
VARIOUS NASSAU COUNTY LOCATIONS

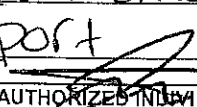
GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 743067002

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER All county hook up towing inc.			
ADDRESS 666 E Merrick Rd			
CITY Freeport	STATE NY	ZIP CODE 11520	TELEPHONE 516 378 9486
SIGNATURE OF AUTHORIZED INDIVIDUAL 		PRINT OR TYPE NAME OF SIGNER AND TITLE Joseph Calvagno Pres	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES 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.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GURANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 22.18 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: All County Hook up Towing INC.

Address: 66 E Merrick Rd Freeport, NY 11520

Telephone No: 516 378-9486 Fax No: _____

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

GUIDELINES FOR DISCLOSURE

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

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

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE


BIDDER

pres
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: All County Hook Up Towing INC.

ADDRESS: 166 E Merrick Rd
Freeport, NY 11520

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Joseph Calvagno [REDACTED]

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN? last contracted period

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13 yrs

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto body &
Auto Repair

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Joseph Calvagno	owner	15 yrs	towing & Recovery	35 calls per Day

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

We have inspected this proposed work very Thoroughly,
and we are a Full Service towing and Recovery company
that has served the Nassau County Police Dept. for the last 8 years

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

BIDDER SIGN HERE

[Signature]
BIDDER

pres
TITLE

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

Joseph Calvagno owner

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

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

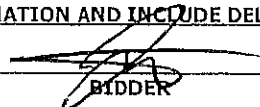
1. REFERENCE'S NAME: NY State Police Troop L
ADDRESS: 1 Souther State pkwy
Valley Stream, NY 11580
TELEPHONE: 516-561-8883 CONTACT PERSON Trp Dan Clifford
CONTRACT DATE: October 2013-2017

2. REFERENCE'S NAME: NYS DOT
ADDRESS: 250 Veterans Memorial Highway
Havppauge, NY 11788
TELEPHONE: 631-904-3055 CONTACT PERSON JESSICA
CONTRACT DATE: October 2013-2017

3. REFERENCE'S NAME: INC Village of Rockville Centre
ADDRESS: One College Pl
Rockville Centre, NY 11571
TELEPHONE: 516 678-9213 CONTACT PERSON Anne Sheppard
CONTRACT DATE: October 2011-2014

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

BIDDER SIGN HERE


BIDDER

pres

TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

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BIDDER


TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

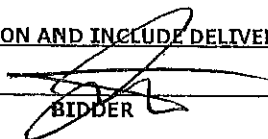
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

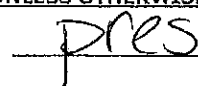
The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

BIDDER SIGN HERE


BIDDER


TITLE

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

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

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

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

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

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

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

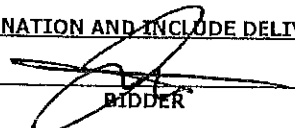
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

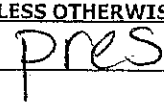
As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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BIDDER


TITLE

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

**FORMAL SEALED BID PROPOSAL
9899-08144-171**

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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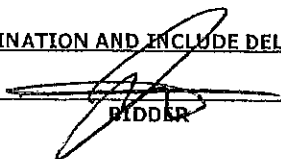
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

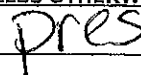
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that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

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

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

PERIOD COVERED: Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

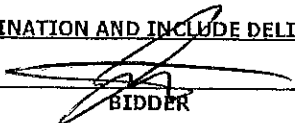
PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

*******BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS (\$1,000.00)**. Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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

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

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BIDDER

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TITLE

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

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

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

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

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

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

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

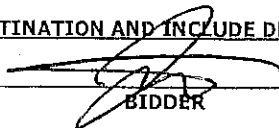
VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper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

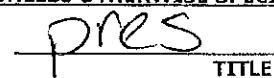
Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties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

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

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BIDDER


TITLE

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

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

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

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

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

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

this _____ day of _____, 20____ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

_____ All County Hook Up Towing INC.

Address: 66 E Merrick Rd

Street: East Merrick Rd

City, Town, etc: Freeport, NY 11520

Telephone: 516 378-9486 Title: pres.

If applicable, responsible Corporate Officer

Name Joseph Calvagno Title pres.

Signature: _____

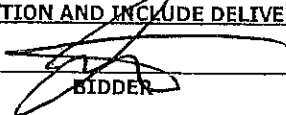


Sign Here

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

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BIDDER

pres.

TITLE

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

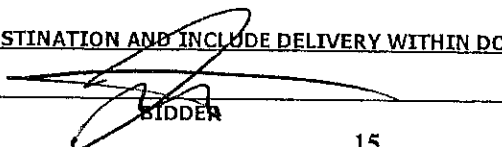
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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


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

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

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BIDDER



TITLE

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

NOTICE TO ALL BIDDERS:

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

The purpose of this bid is to establish a yearly price to be paid by the successful bidder or the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

- A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department.
- B. Store the motor vehicles on his property for an unspecified period.
- C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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

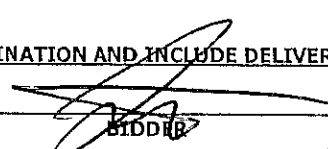
Qualification statement must be completed and submitted with bid.

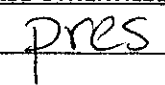
METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

METHOD OF AWARD: It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

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CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.
2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.
3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.
4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

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BIDDER


TITLE

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.
2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.
3. That he has license to operate in all municipalities in the area on which he has bid.
4. That he has read, understands, and agrees to be bound by the provisions of this bid.
5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

- 5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

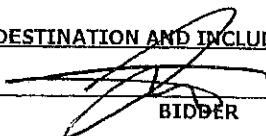
6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.
- 6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

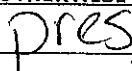
If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE, he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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BIDDER


TITLE

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.
8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.
9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.
10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.
11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable."

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

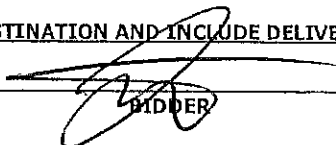
The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

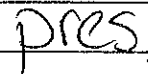
This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand (\$10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand (\$10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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TITLE

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.
13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

- 1.0 The bidders must submit copies of the following documents with their bid:
- 1.1 DMV Registration of tow vehicle(s).
- 1.2 Required Towing License(s).
- 1.3 Driver's License(s) of Operator(s).
- 1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.
- 1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

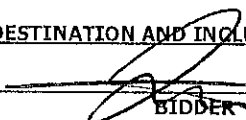
- 2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:
- 2.1 The required Towing Vehicles.
- 2.2 The required fenced and lighted premises.
- 2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

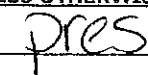
FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING

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BIDDER


TITLE

REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679
EMAIL: ffisher@nassaucountyny.gov.

IMPOUNDING THE VEHICLE AND PLACEMENT
IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

IMPOUND RATES (MAXIMUM ALLOWABLE)

- | | |
|--|-----------------------|
| a. Towing to a contractor's premises | |
| i. Passenger cars, taxis and motorcycles | \$125.00 |
| ii. Commercial vehicles up to 8,000 pounds unladen | \$200.00 |
| iii. Commercial vehicles over 8,000 | \$200.00 plus \$15.00 |
| per each additional 4,000 pounds or part thereof | |
| iv. Commercial vehicles that require a tow truck with a gross | \$300.00 |
| vehicle weight rating of over 30,000 pounds | |
| b. Towing from a contractor's premises to a County-owned storage facility | |
| i. Passenger cars, taxis and motorcycles | \$125.00 |
| ii. Commercial vehicles | \$200.00 |
| c. Storage for each 24-hour period or part thereof for the first seven days | |
| i. Passenger cars, taxis and motorcycles | \$20.00 per day |
| ii. Commercial vehicles up to 30 feet in length | \$30.00 per day |
| iii. Commercial vehicles exceeding 30 feet in length | \$35.00 per day |
| d. Storage for each 24-hour period or part thereof for each day after the first seven days | |
| up to the 30 th day | |
| i. Passenger cars, taxis and motorcycles | \$25.00 per day |

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BIDDER


TITLE

- ii. Commercial vehicles up to 30 feet in length \$35.00 per day
- iii. Commercial vehicles exceeding 30 feet in length \$40.00 per day
- e. Storage for each 24-hour period or part thereof for each day after the 30th day
 - i. Passenger cars, taxis and motorcycles \$30.00 per day
 - ii. Commercial vehicles up to 30 feet in length \$40.00 per day
 - iii. Commercial vehicles exceeding 30 feet in length \$45.00 per day
- f. Storage in a County-owned storage facility for each 24-hour period or part thereof
 - i. Passenger cars, taxis and motorcycles \$20.00 per day
 - ii. Commercial vehicles \$20.00 per day
- g. Brake test
 - i. Passenger cars, taxis and motorcycles \$60.00
 - ii. Commercial vehicles \$80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF \$2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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

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

NOTICE TO BIDDERS:

Any contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D, 5/67, Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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BIDDER


TITLE

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4

BID OFFER

\$ 0 ANNUALLY

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

ZONES 2 & 5

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BIDDER


TITLE

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor then southerly along said county lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the town line of the Townships of North Hempstead and Oyster Bay, then north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike), then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike) to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5

BID OFFER:

\$ 0 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3

BID OFFER:

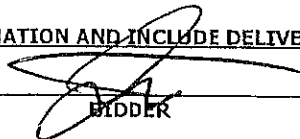
\$ 0 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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BIDDER


TITLE

ZONE 6

BID OFFER:

\$ 0 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7

BID OFFER:

\$ 0 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway to the town line of the Townships of North Hempstead and Oyster Bay; then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONE 8

BID OFFER

\$ 0 ANNUALLY

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of the Wantagh State Parkway to the point of beginning.

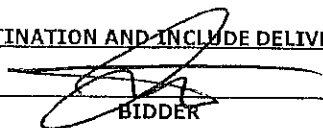
ZONE 9

BID OFFER

\$ 22,000.⁰⁰ ANNUALLY

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BIDDER

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TITLE

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line, then northerly along the New York City Line to the point of beginning.

ZONE 10

BID OFFER

\$22,000.00 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11

BID OFFER

\$19,100.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12

BID OFFER

\$18,200.00 ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

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BIDDER


TITLE

ZONE 13

BID OFFER

\$ 15,000.⁰⁰ ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14

BID OFFER

\$ 24,701.⁰⁰ ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15

BID OFFER

\$ 12,900.⁰⁰ ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast Line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue, to the point of beginning.

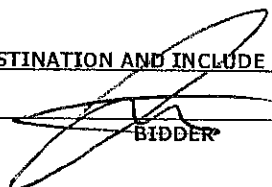
ZONE 16

BID OFFER

\$ 24,512.⁰⁰ ANNUALLY

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BIDDER

pres.

TITLE

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17

BID OFFER

\$ 10,258.⁰⁰ ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18

BID OFFER

\$ 0 ANNUALLY

ZONE 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

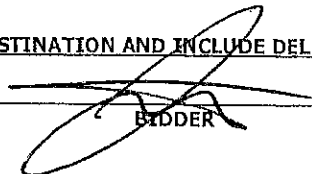
ZONE 19

BID OFFER

\$ 30,200⁰⁰ ANNUALLY

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

BIDDER SIGN HERE


BIDDER

Pres.
TITLE

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the Nassau County line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach ; south on this boundary line to the Atlantic Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20

BID OFFER

\$ 15,000.⁰⁰ ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21

BID OFFER

\$ 2,500.⁰⁰ ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22

BID OFFER

\$ 5,000.⁰⁰ ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23

BID OFFER

\$ 6,000.⁰⁰ ANNUALLY

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

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BIDDER

pres
TITLE

2010	
Zone	Total Impounds
1	5
2	42
3	53
4	208
5	23
6	212
7	177
8	273
9	341
10	492
11	751
12	243
13	252
14	187
15	216
16	237
17	193
18	248
19	136
20	128

2011	
Zone	Total Impounds
1	4
2	62
3	56
4	193
5	89
6	180
7	179
8	152
9	237
10	456
11	719
12	179
13	165
14	125
15	149
16	233
17	181
18	150
19	140
20	100

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

BIDDER SIGN HERE


BIDDER

30


TITLE

Zone	2012	Total Impounds
1		6
2		44
3		50
4		258
5		41
6		247
7		233
8		180
9		307
10		503
11		576
12		219
13		214
14		238
15		207
16		135
17		161
18		180
19		173
20		93

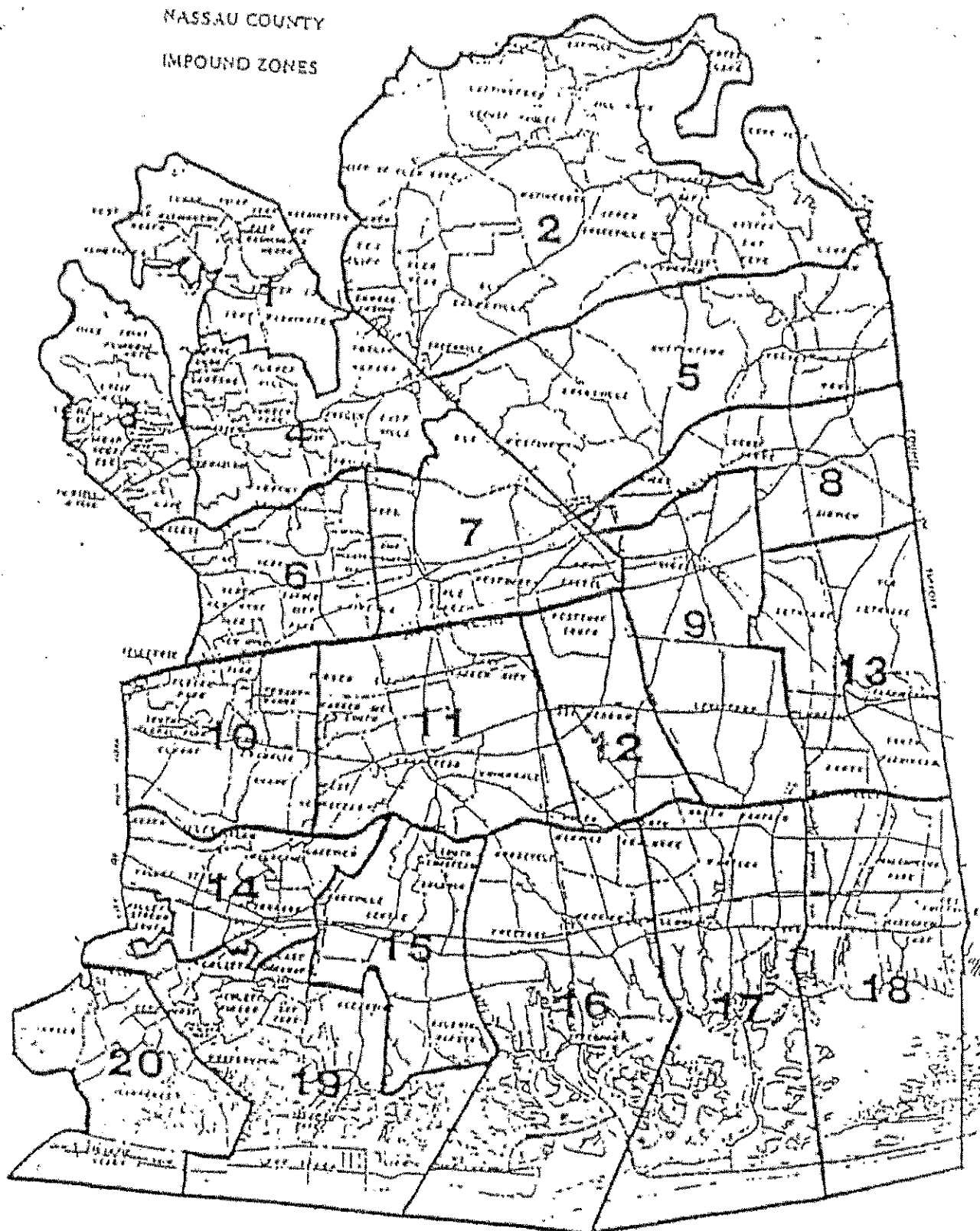
Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23

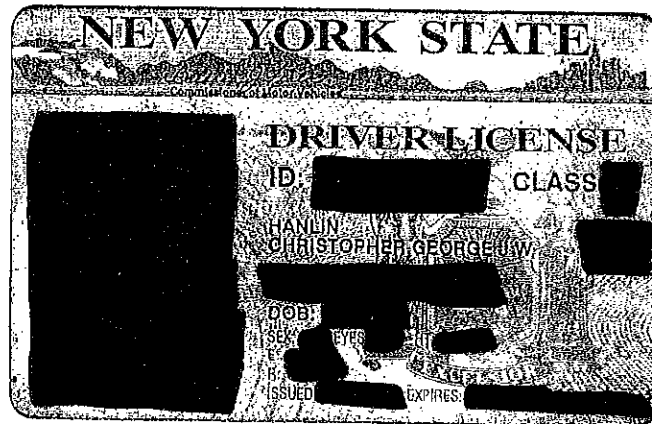
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

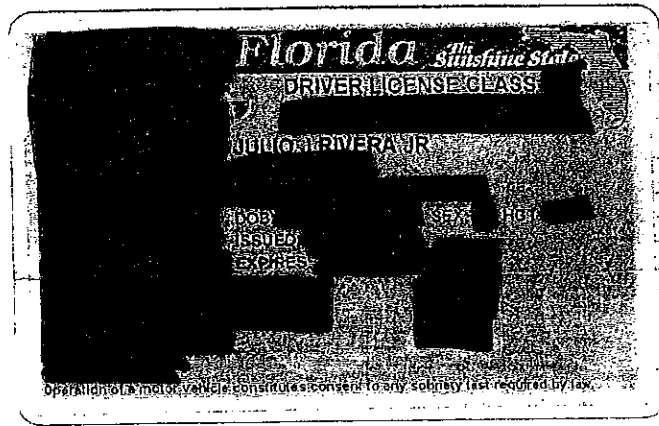
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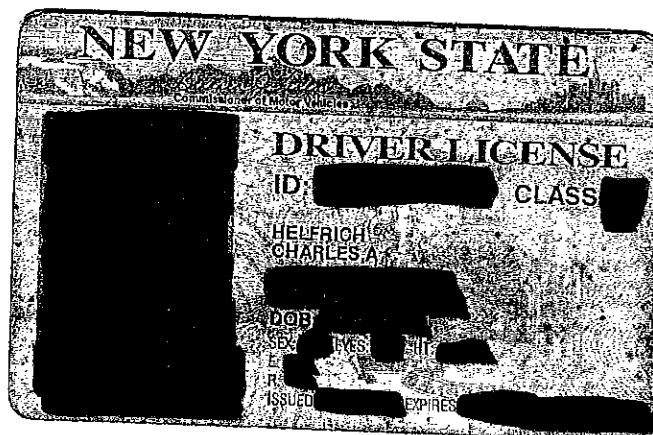
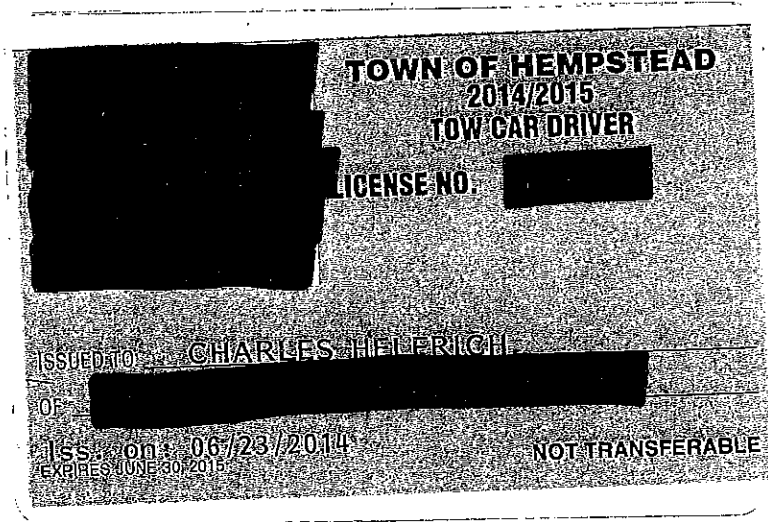

BIDDER

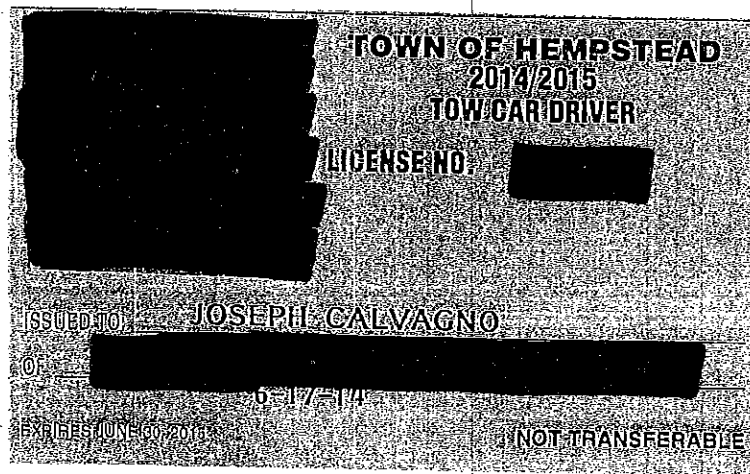
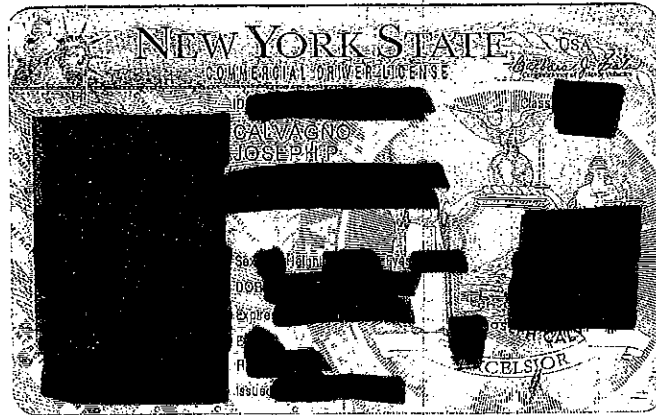

TITLE

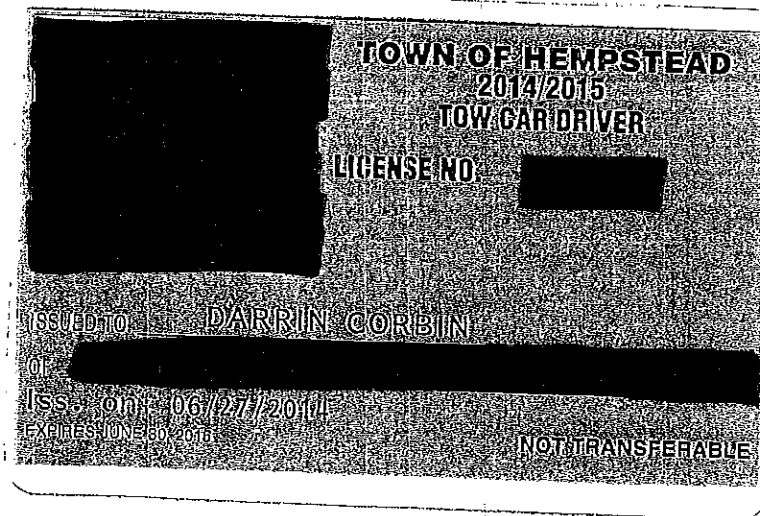
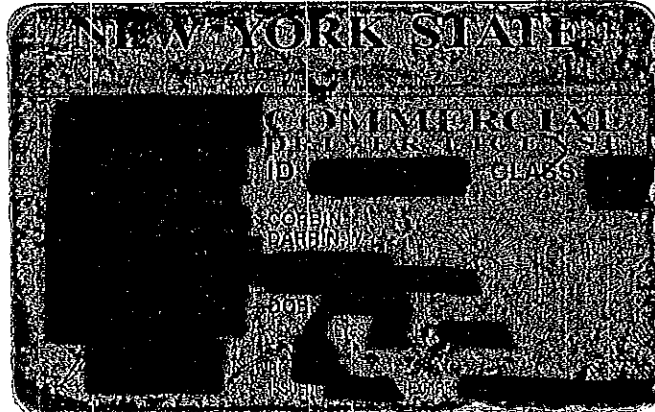


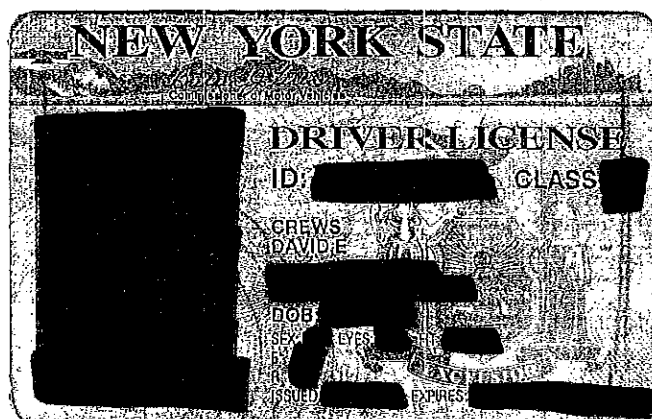
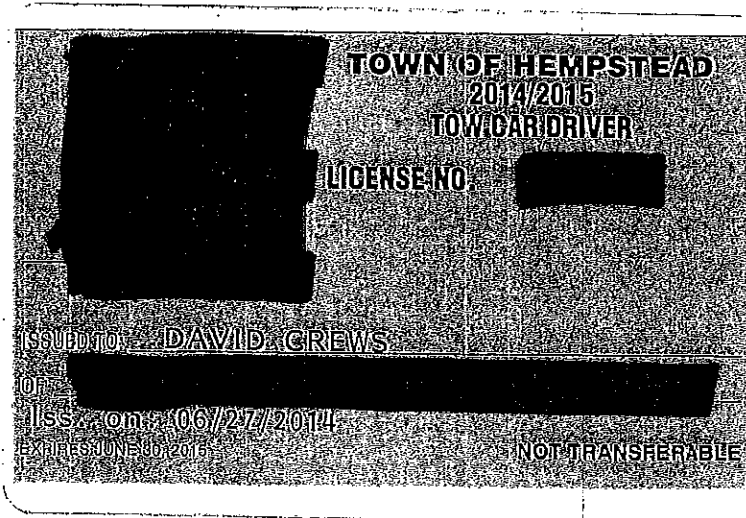


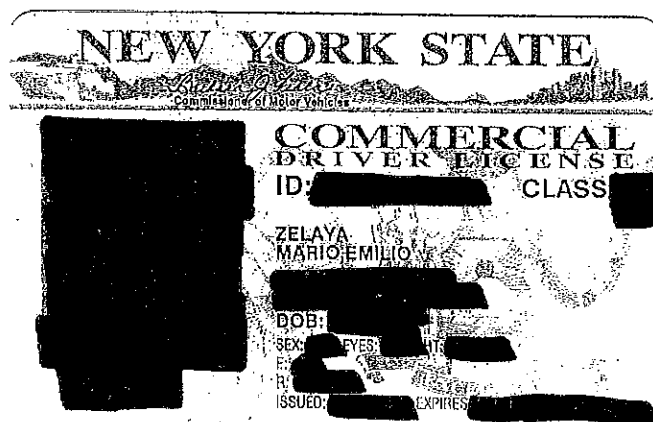
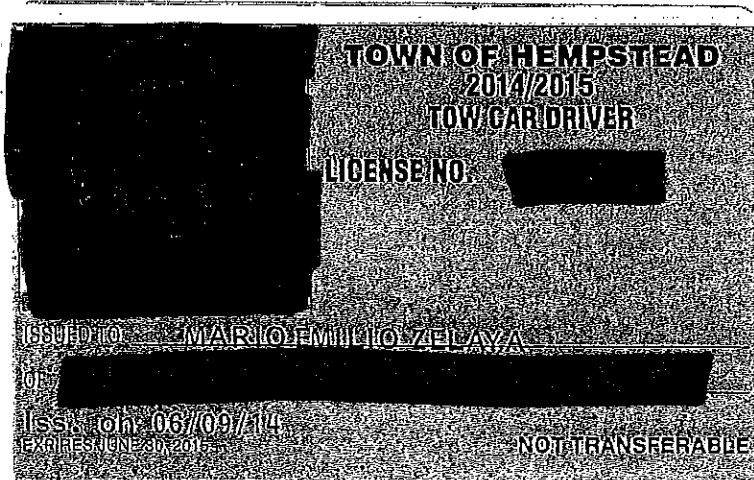


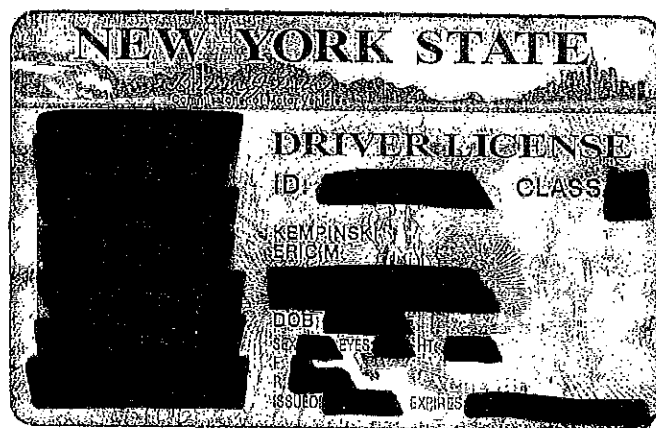
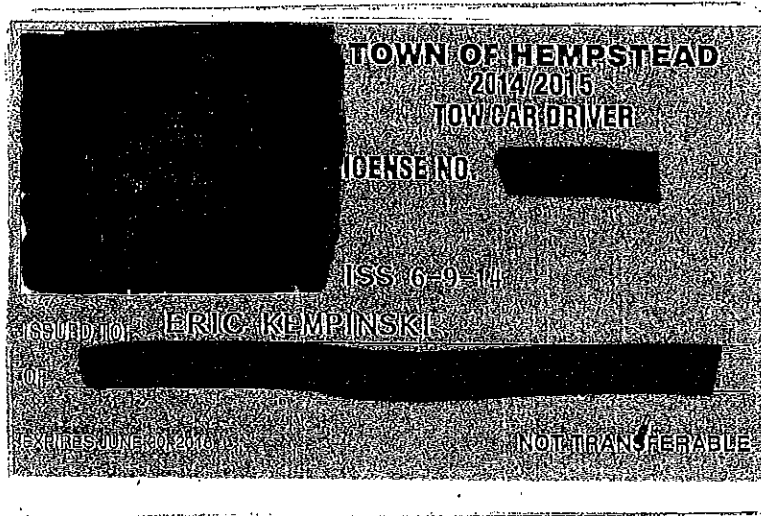












This Lease, dated the 29th day of JANUARY, 2008~~18~~
 Between 4370 AUSTIN BLVD INC., a New York Corporation with offices at P. O.
 Box 47, Rockville Centre, New York 11570,

hereinafter referred to as the Landlord, and
 All County Hook Up Towing Inc., a New York Corporation with offices at 4370
 Austin Boulevard, Island Park, New York 11558 and Joseph P. Calvagno, residing at

hereinafter referred to as the Tenant,
 WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby
 hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises
 described as follows, ~~situated in the~~ ~~County of~~ ~~and State of~~ ~~of~~

buildings and lot located at 4370 thru 4378 Austin Boulevard, Island Park,
 New York 11558

The term of this demise shall be for Five (5) years
 beginning February 1, 2008 ~~to~~ and ending January 31, 2013 with any
 option to renew as per Paragraph Thirtieth of the Rider.

The rent for the demised term shall be as provided in Paragraph Thirtieth of the Rider.
 (\$), which shall accrue at the yearly rate of

The said rent is to be payable monthly in advance on the first day of each calendar month for the
 term hereof, in installments as follows: provided in Paragraph Thirtieth of the Rider.

at the office of Landlord
 or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and
 conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for
 the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a general office

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the
 Landlord endorsed hereon.

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent
 at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof,
 at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due,
 or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the
 Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force
 or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of
 the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the
 Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate
 to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this
 lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the
 leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the
 Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be

This Agreement BETWEEN

HARRY G. OGDEN, residing at [REDACTED]

and OGDEN BROTHERS COLLISION, INC., 66 East Merrick Road, Freeport, New York. as Landlord

Witnesseth: The Landlord hereby leases to the Tenant the following premises:
The building and premises known as 66 East Merrick Road, Freeport, New York

as Tenant

for the term of ten (10) years

to commence from the 1st day of January, 2008 XXX and to end on the

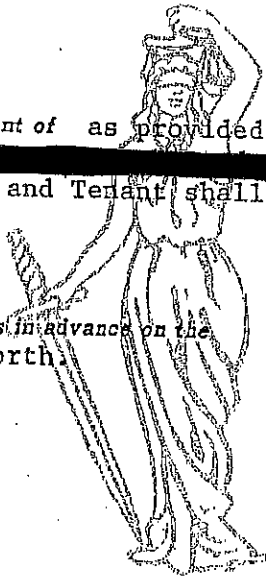
31st day of December, 2017 XXX to be used and occupied only for
an auto body repair shop and accessory automobile uses.

upon the conditions and covenants following:

1st. That the Tenant shall pay the annual rent of as provided in paragraph 41st herein.

Said rent to be payable at [REDACTED] or such other
place as Landlord may designate, and Tenant shall pay any and all additional rent
as herein provided.

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the
term aforesaid, as XXXXXX herein set forth.



2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs
whether inside or outside of the premises.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by
the elements excepted. see also paragraph 28th

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and require-
ments of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said
premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said
premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New
York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or under-
lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or
occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on
account of fire. under the penalty of damages and forfeiture, and in the event of a breach of this condition, the Landlord shall have the right to terminate this lease and to re-let the premises at the Tenant's expense.

NEW YORK STATE REGISTRATION DOCUMENT
#23
2012 DODGE NONTRANSFERABLE

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558

Expires

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT
#29
2012 FORD NONTRANSFERABLE

ALL COUNTY HOOK UP
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558

Expires

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

MV-539TR (9/10) NEW YORK STATE REGISTRATION DOCUMENT
#12
2006 PETER NONTRANSFERABLE

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP
TOWING INC
4370 AUSTIN BLVD
ISLAND PARK NY 11558

Expires

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

MV-539TR (9/10) NEW YORK STATE REGISTRATION DOCUMENT
#10
2003 KENWO NONTRANSFERABLE

Wt/Seats Fuel/Cyl

ALL COUNTY HOOK UP
TOWING INC
4378 AUSTIN BLVD
ISLAND PARK NY 11558

Expires

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS



2013 HINO NONTRANSFERABLE

Wt/Seals

Fuel/Cyl

ALL COUNTY AUTO
BODY

Expires

66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

#15

2007 FORD NONTRANSFERABLE

ALL COUNTY AUTO
BODY
66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

#22

2012 DODGE NONTRANSFERABLE

ALL COUNTY AUTO BODY
66 EAST MERRICK RD
FREEPORT NY

11520

ANNUAL CHG

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT

#25

2011 FORD NONTRANSFERABLE

ALL COUNTY AUTO
BODY
66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT

#2

2007 FREIG NONTRANSFERABLE

ALL COUNTY AUTO
BODY
66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT

#24

13 PETER NONTRANSFERABLE

ALL COUNTY AUTO BODY
66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NEW YORK STATE REGISTRATION DOCUMENT

#26

2013 HINO NONTRANSFERABLE

ALL COUNTY AUTO
BODY
66 E MERRICK RD
FREEPORT NY

11520

ANNUAL CHG
AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

License

Expires
30 June 2015

Town of Hempstead 2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY
of ISLAND PARK N.Y., having filed an application pursuant to, and complied with,
the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 6-30-14 Number of vehicles licensed 3 Fee paid \$ 350.00
The following Town of Hempstead license numbers have been issued to the above named owner: [REDACTED]

NASRIN G. AHMAD

Town Clerk

By: *Felie J. J. J.*

DEPUTY TOWN CLERK



ALLCO-1

OP ID: SV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2014

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

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

PRODUCER Stafford & Company 1000 N. Main Street Fall River, MA 02722 Raymond DeSormier	CONTACT NAME: Raymond DeSormier	
	PHONE (A/C, No, Ext): 508-673-5893	FAX (A/C, No): 508-677-0792
INSURED All County Hook Up Towing Inc 66E Merrick Rd Freeport, NY 11520	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		[REDACTED]	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On Hook/Cargo			[REDACTED]	05/01/2014	05/01/2015	On Hook 250,000 MTC 50,000

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

CERTIFICATE HOLDER

CANCELLATION

COUNTYN Nassua County Police Dept 1490 Franklin Ave Mineota, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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E-35-16

EDWARD P. MANGANO
County Executive



CARNELL T. FOSKEY
County Attorney

County of Nassau Inter-Departmental Memo

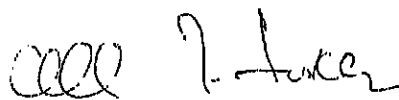
To: All Department Heads
From: County Attorney
Date: February 2, 2016
Subject: Business History and Principal Questionnaire Forms

Previously I advised all County Department Heads to require all proposers and bidders to complete the Business History and Principal Questionnaire Forms (collectively, the "Forms"). I now notify you that, going forward, all Departments must ensure that the Forms are: (i) completed in their entirety (**no blanks**); and (ii) attached to each contract package that is routed. Contract packages routed after this memo that fail to include the fully-completed Forms will be rejected. Packages originated before this memo may need to be supplemented.

Please note the Forms have been recently updated. I have attached the current Forms for your use.

The most common omission in the Forms has been the response to question 17 of the Business History Form relating to conflicts of interest. The response to this question provides important information to the various Departments, as well as to the Legislature and NIFA. Therefore, both 17 (a)(i-iii) and 17 (b) must be completed. No blanks will be allowed. Sample responses to question 17 are attached.

Please contact my office if you have any questions.


CARNELL T. FOSKEY
County Attorney

Attachments

2016 FEB 18 P 2:40
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

BHF (02/2016)

Business History Form

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

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

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

Date: 2/3/16

1) Bidder's/Proposer's Legal Name: All County hook up towing INC DBA All County towing & Recovery

2) Address of Place of Business: 66 E. merrick Rd Freeport N.Y. 11520

List all other business addresses used within last five years:

4378 Austin Blvd Island park N.Y. 11558

3) Mailing Address (if different): Same Has #2

Phone: 516-328-9486

Does the business own or rent its facilities? OWN/RENT

4) Dun and Bradstreet number: 07-933-7045

5) Federal I.D. Number: 743067002

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☒ No ☐ If Yes, please provide details: office space shared in main office with our Auto body shop

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. All County towing has a code of business guidelines & ethics & we have developed an employee manual to help our employees understand the importance of public trust and confidence. The employees are expected to use good judgment their internal & external business relationships. If the potential for a conflict arises we will contact the County for guidance.


BHF (02/2016)

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

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

B. Indicate number of years in business.

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

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

Company New York state D.O.T.

Contact Person Kelly Honikel

Address 50 wolf Rd

City/State Albany New York 12232

Telephone 518-457-4401

Fax # 518-457-1593

E-Mail Address Kelly.Honikel @ DOT. NY. GOV

Company INC Village of Rockville Centre
Contact Person Ann Sheppard
Address 1 College Blvd
City/State Rockville Centre NY 11571
Telephone 516-678-9213
Fax # 516-678-9306
E-Mail Address ASheppard@RVCNY.US

Company INC Village of ^{Freeport} ~~Rockville Centre~~
Contact Person Rob Finnse
Address 50 N. Ocean Ave
City/State Freeport N.Y. 11520
Telephone 516-377-2289
Fax # 516-377-2200
E-Mail Address rfisenne@freeportny.gov

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

BHF (02/2016)

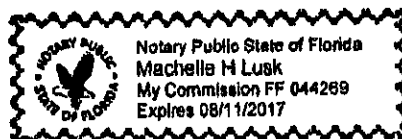
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

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

Sworn to before me this 3 day of February 2016

Machelle H Lusk

Notary Public



Name of submitting business: All County towing & Recovery

By: Joseph Calvagno Print

name

[Signature]
Signature

pres.
Title

2, 3, 16 Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name Joseph Calvagno
 Date of birth [REDACTED]
 Home address [REDACTED]
 City/state/zip [REDACTED]
 Business address 66 E. Merrick Rd
 City/state/zip Freeport N.Y. 11520
 Telephone 516-378-9486
 Other present address(es) 4378 Austin Blvd
 City/state/zip Island Park N.Y. 11558
 Telephone [REDACTED]
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President 9 / 1 / 01 Treasurer _____
 Chairman of Board _____ Shareholder _____
 Chief Exec. Officer _____ Secretary _____
 Chief Financial Officer _____ Partner _____
 Vice President _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES ☒ If Yes, provide details. I am the owner/president of the corporation
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _____ YES ☒ If Yes, provide details.
THE Auto body shop that I also own
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _____ YES ☒ If Yes, provide details.
my Auto body Shop holds the Contract to provide Roadservice and operate on the southern state parkway

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
NO ☒ 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.

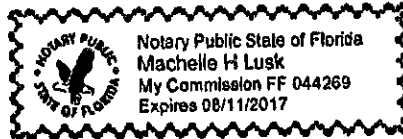
CERTIFICATION

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

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

Sworn to before me this 3 day of February 2016

Machelle H Lusk
Notary Public



All County Towing & Recovery
Name of submitting business

Joseph Calvagno
Print name

[Signature]
Signature

Pres.
Title

2, 3, 16
Date

ALL COUNTY

TOWING & RECOVERY

All County Towing is a NYS licensed and insured towing company that has been serving Long Island since 2001. We currently hold authorized towing contracts for both the Southern State and the Meadowbrook State Parkways for over ten years. We also possess contracts for the villages of Freeport and Rockville Centre. All County currently holds an account with the Nassau County Police Department with zones 14, 15, 16, & 17 for the past eight years. AAA has continued to use us to service their customers for the last twelve years.

All County has acquired not only an impeccable reputation, but also many certifications over the years. We are Rotator, Heavy Rigging and Towing and Recovery certified. All employees of All County are OSHA-10 certified, Wreck Master certified, and also hold an Emergency Management Certification through FEMA as well. To obtain this Emergency Management Certification, the following courses must be taken: IS-00700 and ICS-100.

All County Towing currently employs fourteen tow-truck drivers who hold Town of Hempstead Tow Car Licenses, and have Tow Truck Operator Endorsements through their NYS driver's licenses. Our Heavy Rigging employees are also required to hold a current class A CDL license.

We utilize the most up-to-date towing equipment to ensure a speedy time response and cleanup. We take pride in delivering customer satisfaction for each and every encounter. All County's annual sales revenue is approximately \$ [REDACTED]

Please take into consideration our desire to provide Nassau County with our exemplary services.

Sincerely,

Joseph Calvagno

President

All County Towing
[REDACTED]
[REDACTED]

E-35-16

License

Town of Hempstead

2015/2016 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

Expires
June 30, 2016

This is to certify that

of

FREEDPORT

ALL COUNTY TOWING & RECOVERY

N.Y. having filed an application pursuant to, and furnished with, the

provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the

incorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated: 11/12/2015. Number of Vehicles licensed: 9. Fee Paid: \$800.00.

The following Town of Hempstead license numbers have been issued to the above named owner:

Issued under the direction of
Nasrin G. Ahmed, Town Clerk

By:

John J. Murray
Deputy Town Clerk



2016 FEB 29 P 1:58