Certified: --

**E-111-26**

## NIFS ID: CQPD26000007

Capital:

Contract ID #: **CQPD26000007**

NIFS Entry Date: **07/14/2026**

## Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of Execution -five years**

Contract Delayed:

| | | |
|---|---|---|
| Slip Type: **New** | | |
| CRP: | | |
| Blanket Resolution: | | |
| Revenue: **X** | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|---|
| 1) Mandated Program: | **No** |
| 2) Comptroller Approval Form Attached: | **No** |
| 3) CSEA Agmt. & 32 Compliance Attached: | **No** |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | **No** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Pitty Pitty Bang Bang Inc**<br>DBA: **Grand Auto Body** | ID#:**834515034** |
| Main Address: **94 Denton Ave**<br>**New Hyde Park, NY 11040** | |
| Main Contact: **Kerry Thornton** | |
| Main Phone: **(516) 294-3333** | |

| **Department:** |
|---|
| Contact Name: **karen taggart** |
| Address: **1490 Franklin Avenue**<br>**Mineola, New York 11501** |
| Phone: **(516) 573-7210** |
| Email: **ktaggart@pdcn.org** |

# Contract Summary

**Purpose:** This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

**Procurement History:** Bid Number 96890-06115-120. Contractor was selected as the highest responsible bidder for Zones 1, 4, 3 and 6 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

**Description of General Provisions:** Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of the vehicles towing and storage fees which are set pursuant to County Ordinance.

**Impact on Funding / Price Analysis:** Contractor agrees to pay for the franchises granted herein as outlined below:

Zones 1 & 4 Bid $500.00 per annum

Zone 3 Bid $100.00 per annum

Zone 6 Bid $ 24,400.00 per annum

TOTAL: $25,000.00 per annum

To be paid in monthly installments to the County.

Although the contracts awarded by way of this bid are revenue contracts, 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

**Method of Source Selection:**

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

**MWBE Participation:**

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|---|---|---|---|---|---|---|---|---|
| PDH | 10 | 1143 | DE | PDPDH1143 | DE500 | PDPDH1143 DE500 | 01 | $45,000.00 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$45,000.00** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $45,000.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$45,000.00** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Daniel Bonanno | 07/16/2026 09:22AM | Approved |
| NIFS Final Approval | Karen Taggart | 07/22/2026 09:18AM | Approved |
| Final Approval | Karen Taggart | 07/22/2026 09:18AM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 07/22/2026 05:22PM | Approved |
| RE & Insurance Verification | Shannon Molloy | 07/23/2026 11:57AM | Approved |
| NIFS Approval | Mary Nori | 07/29/2026 03:22PM | Approved |
| Final Approval | Mary Nori | 07/29/2026 03:22PM | Approved |
| **OMB** | | | |
| NIFS Approval | Jeffrey Nogid | 07/22/2026 03:03PM | Approved |
| NIFA Approval | Irfan Qureshi | 07/27/2026 11:09AM | Approved |
| Final Approval | Irfan Qureshi | 07/27/2026 11:09AM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 07/29/2026 03:41PM | Approved |
| DCE Compliance Approval | Andrew Levey | 07/30/2026 09:56AM | Approved |
| Vertical DCE Approval | Arthur Walsh | 09/03/2026 02:12PM | Approved |
| Final Approval | Arthur Walsh | 09/03/2026 02:12PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 09/04/2026 11:46AM | Approved |
| **Legislature** | | | |
| Final Approval | | | In Progress |
| **Comptroller** | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |

| | | | |
|---|---|---|---|
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| **NIFA** | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO.  – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND PITTY PITTY BANG BANG INC

WHEREAS, the County has negotiated a personal services agreement with Pitty Pitty Bang Bang Inc, to provide professional towing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Pitty Pitty Bang Bang Inc.

## CONTRACT FOR SERVICES

**THIS AGREEMENT**, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **Pitty Pitty Bang Bang Inc., D/B/A Grand Auto Body** (the "Contractor"), a New York State corporation having its principal place of business at 94 Denton Avenue New Hyde Park New York 11040 (the "Contractor").

**W I T N E S S E T H:**

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

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

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

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

1) **Terms and Conditions.**
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("Pitty Pitty Bang Bang Inc. Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) **Services.**
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zones One (1), Three (3), Four (4) and Six (6) as delineated on page 40 of **EXHIBIT A**.

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

**Pitty Pitty Bang Bang Corp.**

By: Kerry Thornton

Name: Kerry Thornton

Title: President

Date: 6/5/2026

**NASSAU COUNTY**

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

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

On the 5th day of June in the year 2026 before me personally came Kerry Thornton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, 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.

Evan Paget
NOTARY PUBLIC
STATE OF NEW YORK
Registration No. 01PA0017817
Qualified in Nassau County
My Commission Expires
December 05, 2027

_____
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

# EXHIBIT A

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

**FORMAL SEALED BID PROPOSAL**
**96890-06115-120**

# FORMAL SEALED BID PROPOSAL

| | | |
|---|---|---|
| | STATE OF NEW YORK<br>**COUNTY OF NASSAU**<br>BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501<br>OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM | BID NUMBER<br>96890-06115-120<br>Dated: Ad. 05/08/2025<br>BID OPENING DATE<br>June 11,2025<br>11:00 A.M. E.D.S.T. |
| | BUYER<br>Timothy Funaro<br>TELEPHONE<br>516-571-7720 | REQUISITION NUMBER<br>OFFICE OF PURCHASING |

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: County Tow and Impound Garage Contracts

JUN 11 2025
OPENED 11AM

- 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:<br>Nassau County Police Department<br>Chief of Support<br>1490 Franklin Avenue<br>Mineola, N.Y. 11501 | GUARANTEED DELIVERY DATE<br>_____ DAYS AFTER RECEIPT OF ORDER<br>EMPLOYERS FEDERAL TAX ID NUMBER [redacted] |

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

| | | | | |
|---|---|---|---|---|
| NAME OF BIDDER | Pitty Pitty Bang Bang Inc | ( DBA Grand Auto Body ) | | |
| ADDRESS | 94 Denton Ave | | | |
| CITY | New Hyde Park | STATE NY | ZIP CODE 11040 | TELEPHONE 516-294-3333 |
| Kerry Thornton<br>SIGNATURE OF AUTHORIZED INDIVIDUAL | | Kerry Thornton (President.)<br>PRINT OR TYPE NAME OF SIGNER AND TITLE | | |

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

## BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any

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.

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. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

2. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson- Patman Act) do not apply to purchases made by the County.

3. SURETY: In the event that an award is made hereunder, The Department 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.

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department 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 the requirements and conditions of the bid.

5. The Department reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Department determines the best interests of the County of Nassau will be served. The Department, in its sole discretion, may accept or reject illegible, incomplete or vague bids and that 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 Department 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.

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. 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, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. 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.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms.

a. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be 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").

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

c. 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 parties and any funding source including the county.

d. 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:
    a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.
    b. His services 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 law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.
    e. <u>To carry Insurance as described below:</u>
        i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
            1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not

less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers 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,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:

1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) 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 sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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 services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. 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.

15. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

16. 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 conflict of laws provisions thereof.

17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:
    a. 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/or
        iv. In accordance with any other provisions of this Agreement expressly addressing termination,
    b. As used in this Agreement the word "Cause" includes:
        i. A breach of this Agreement,
        ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and
        iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.
    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' ability to perform its obligations and not to a judgement 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 of 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 the 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.
    d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:
    a. The Contractor agrees to hold confidential, both during and after the completion or

termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. 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 6 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.

# DISCLOSURE STATEMENT

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

Bidders Name: Pitty Pitty Bang Bang Inc ( DBA Grand Auto Body ) / Kerry Thornton President

Address: 94 Denton Ave New Hyde Park, NY 11040 / [redacted]

Telephone No: 516-294-3333 Email: PittyPittyBangBang@Gmail.com

1. State Whether: A Corporation Corp

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** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

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

**FORMAL SEALED BID PROPOSAL**
**96890-06115-120**

QUALIFICATION STATEMENT

BIDDER'S NAME: Pitty Pitty Bang Bang Inc ( DBA Grand Auto Body )

ADDRESS:
94 Denton Ave Nyw Hyde Park, NY 11040

1. STATE WHETHER: CORPORATION Corp INDIVIDUAL _____
PARTNERSHIP _____

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

PRESIDENT Kerry Thornton

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes

IF SO, WHEN? On the Portal

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 6

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No

IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Towing and Auto Body

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

| INDIVIDUAL'S NAME | PRESENT POSITION | YEARS OF EXPERIENCE | MAGNITUDE AND TYPE OF WORK | IN WHAT CITY |
|---|---|---|---|---|
| Kerry Thornton | President / Towing | over 30 years | | |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Currently in contract working with Nassau County

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

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

**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

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

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

1. REFERENCE'S NAME: Van Buick GMC Buick. Garden City Park
ADDRESS:

TELEPHONE: 516-741-5060 CONTACT PERSON: Ken Wills.
CONTRACT DATE:

2. REFERENCE'S NAME: Albert Kempley. Paint supply.
ADDRESS:

TELEPHONE: 516-872-3200 CONTACT PERSON: Jr
CONTRACT DATE:

3. REFERENCE'S NAME: Form solutions
ADDRESS: New Hyde Park

TELEPHONE: 917-418-7040 CONTACT PERSON: Adam
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**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.

**Definitions:**

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.

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 **"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, blueprints 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.

**Rule:**

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

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

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

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

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

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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.

## IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

*PLEASE CHECK ONE:*

[X] By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**

[ ] I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6-9-2025

(Signature of Bidder)

Print Name: Kerry Thornton

Print Title: President.

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

**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

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

**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

## OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

# Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

**Date:** 6-9-2025

**Signature:**

**Name:** Kerry Thornton

**Title:** President.

**Contractor Name:** Pitty Pitty Bang Bang Inc ( DBA Grand Auto Body )

**Contractor Address:** 94 Denton Ave New Hyde Park, Ny 11040

**Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County ( a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse,

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child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

**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 "Department" as used herein, shall be deemed as a reference to the Nassau County Police Department.
- 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 and services in its entirety, as listed in the contract documents, and is to include everything necessary and/or required to execute all the work as herein specified.

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

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

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**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.

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## INTENT

**SCOPE**: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

**PERIOD COVERED**: Shall be for five (5) years from the effective date of the contract. The County of Nassau reserves the right to extend the contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. The decision to renew the contract will be at the sole discretion of the County and may be exercised by written notice thereof to the Contractor.

**AWARD**: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms 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.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

**PLEASE NOTE:**

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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## REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department **receives** a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department **will**, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

**Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.**

***Ordinance # 153-2018***

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

| Value of Contract | Administrative Fee |
|---|---|
| $0-$10,000 | $0 |
| Over $10,000-$50,000 | $160 |
| Over $50,000-$100,000 | $266 |
| Over $100,000 | $533 |

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

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

**FORMAL SEALED BID PROPOSAL**
**96890-06115-120**

**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 10 day of June, 20 25 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Pitty Pitty Bang Bang Inc ( DBA Grand Auto Body )

Address: 94 Denton Ave

Street:

City, Town, etc: New Hyde Park, Ny 11040

Telephone: 516-294-3333 Title: President.

Email Address: PittyPittyBangBang@gmail.com

If applicable, responsible Corporate Officer:

Name Kerry Thornton Title President.

Signature: Kerry Thornton

Sign Here

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

**FORMAL SEALED BID PROPOSAL**
**96890-06115-120**

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

**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 price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

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

**Federal Exemption Number:** [redacted] **State Exemption Number:** [redacted]

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

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 Department will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

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NOTICE TO ALL BIDDERS:

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

## SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven ( 7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

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

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her 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.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. 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, secured and utilize security cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. 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.
H. 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.
I. The 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.
J. 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. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose 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 for this purpose 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 for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. 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.
L. 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.
M. 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.
N. 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.
O. 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:

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## 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 (plus $15.00 per each additional 4,000 pounds or part thereof) ..... $200.00
d. 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**

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**Storage Rates (other than County Storage Rates)**

i.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

ii.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

iii.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

iv.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**

i.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**

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

P. 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 above in "Paragraph O". 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 NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Q. Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on 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 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.

R. 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.

S. 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" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, 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. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. 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 any 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 U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

U. Contractor shall be responsible for the accurate preparation and maintenance of records relating to this contract 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.

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. 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.

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**BIDDER SIGN HERE** Kerry Thornton
BIDDER

Kerry Thornton President.
TITLE

MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

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

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 the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

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

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , 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.

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Kerry Thornton President.
**TITLE**

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.

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.

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 SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
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.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

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

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**BIDDER**

Kerry Thornton President.
**TITLE**

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 the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

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

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

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**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

## COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

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.**

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 $ 500.00 ANNUALLY

**NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.**

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.

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**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President
**TITLE**

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 $ 100.00 ANNUALLY

ZONE 3

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

ZONE 3 BID OFFER $ 100.00 ANNUALLY

ZONE 6

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

ZONE 6 BID OFFER $ 24,400.00 ANNUALLY

ZONE 7

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

ZONE 7 BID OFFER $ 28,998.00 ANNUALLY

ZONE 8

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

ZONE 8 BID OFFER $ 100.00 ANNUALLY

ZONE 9

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**BIDDER SIGN HERE** Kerry Thornton
**BIDDER**

Kerry Thornton President.
**TITLE**

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 $ 100.00 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City Line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to 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 $ 35,300.00 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 $ 38,400.00 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 $ 100.00 ANNUALLY

ZONE 13

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

ZONE 13 BID OFFER $ 100.00 ANNUALLY

ZONE 14

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Kerry Thornton President.
**TITLE**

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 $ 100.00 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 $ 100.00 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 $ 100.00 ANNUALLY

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 $ 100.00 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 $ 100.00 ANNUALLY

ZONE 19

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**BIDDER**

Kerry Thornton President.
**TITLE**

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 $ 100.00 ANNUALLY

ZONE 20

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

ZONE 20 BID OFFER $ 100.00 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 $ 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 $ 500.00 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 $ 500.00 ANNUALLY

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**TITLE**

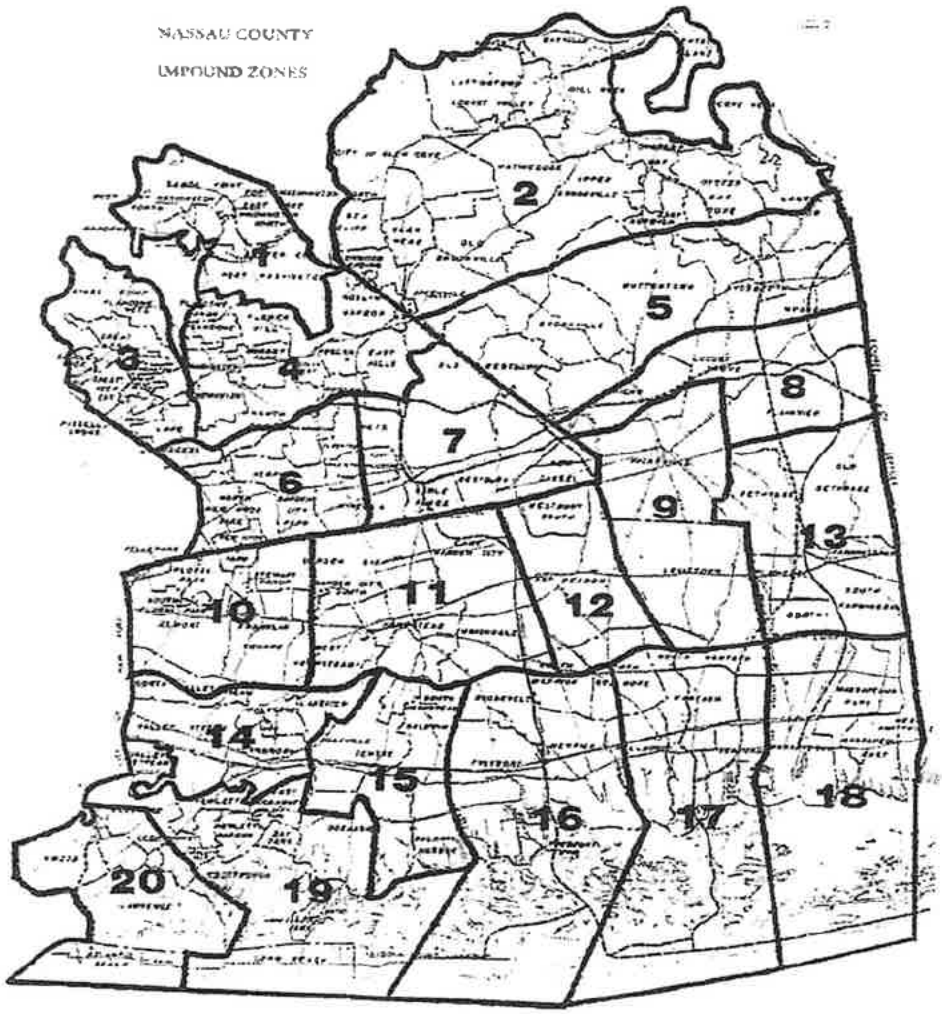
| 2022 | |
|---|---|
| ZONE | TOTAL IMPOUNDS |
| 1 | 1 |
| 2 | 18 |
| 3 | 25 |
| 4 | 53 |
| 5 | 64 |
| 6 | 97 |
| 7 | 126 |
| 8 | 19 |
| 9 | 174 |
| 10 | 276 |
| 11 | 392 |
| 12 | 110 |
| 13 | 106 |
| 14 | 159 |
| 15 | 147 |
| 16 | 124 |
| 17 | 175 |
| 18 | 145 |
| 19 | 129 |
| 20 | 140 |
| 21 | 36 |
| 22 | 6 |
| 23 | 11 |

| 2023 | |
|---|---|
| ZONE | TOTAL IMPOUNDS |
| 1 | 1 |
| 2 | 21 |
| 3 | 37 |
| 4 | 64 |
| 5 | 62 |
| 6 | 155 |
| 7 | 162 |
| 8 | 20 |
| 9 | 184 |
| 10 | 383 |
| 11 | 434 |
| 12 | 88 |
| 13 | 99 |
| 14 | 176 |
| 15 | 112 |
| 16 | 88 |
| 17 | 30 |
| 18 | 170 |
| 19 | 254 |
| 20 | 123 |
| 21 | 52 |
| 22 | 2 |
| 23 | 18 |

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Kerry Thornton President.
TITLE




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BIDDER

Kerry Thornton President.
TITLE

**Non-Disclosure Agreement (NDA)**
**(If Applicable)**

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made effective as of this 9 day of 6, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and _____ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

**WHEREAS,** County and Contractor have entered into Nassau County contract number _____, for _____("Agreement"); and

**WHEREAS,** County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

**NOW, THEREFORE,** the Contractor acknowledges the following:

**Term.**
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

**Confidential Information.**
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

**Non-Disclosure**

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

**Compliance with Laws**

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

**Exclusions**

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

**Reporting**
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

**Ownership**
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

**Performance**
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

**Assignment.**
The Contractor shall not assign or subcontract its obligations under this NDA.

**Breach.**

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Pitty Pitty Bang Bang Inc DBA Grand Auto Body

By: Kerry Thornton President.
Name: Kerry Thornton President.
Title: Kerry Thornton President.
Date: 6-9-25

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

## Confidentiality Agreement
## (If applicable)

I Kerry Thornton President. (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other Kerry Thornton President of the Contractor _____ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

Kerry Thornton
(Individual's Signature)

Kerry Thornton President.
(Individual's Printed Name)

Pitty Pitty Bang Bang Inc (DBA Grand Auto Body )
(Entity for which Individual is an employee or agent)

6-9-2005
(Date)

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

**BIDDER SIGN HERE** Kerry Thornton **BIDDER**

Kerry Thornton President. **TITLE**

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| PITTY PITTY BANG BANG INC D/B/A<br>GRAND AUTO BODY<br>PO BOX 430<br>PLAINVIEW NY 11803 | COUNTY OF NASSAU<br>1490 FRANKLYN<br>GARDEN CITY NY 11530 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| [redacted] | [redacted] | 05/20/2025 TO 05/20/2026 | 6/9/2025 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2474 097-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602840100

U-26.3

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)
PITTY PITTY BANG BANG INC
PO BOX 430
PLAINVIEW, NY 11803

1b. Business Telephone Number of Insured
(516) 938-1828

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1490 FRANKLYN AVE
GARDEN CITY, NY 11530

3a. Name of Insurance Carrier
**New York State Insurance Fund (NYSIF)**

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
05/15/2025 to 05/15/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/9/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

### State of New York
### Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

**Certificate Number 842270**

License
22

Expires
June 30, 2025

# Town of Hempstead

## 2024/2025 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 GRAND AUTO BODY

of GARDEN CITY PARK, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 8/6/2024 Number of Vehicles licensed 2 Fee Paid $250.00

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

127, 128

By: Kate Murray
Kate Murray
Town Clerk

Town of North Hempstead

Jennifer S. DeSena
Supervisor

# Town of North Hempstead

County of Nassau - State of New York

Ragini Srivastava
Town Clerk

## LICENSED TOW TRUCK OWNER

This is to certify that having fulfilled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Grand Auto Body

Office/Terminal Located : 98 Denton Ave, Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave, Garden City Park, NY11040

License No: 68

Expires: June 30, 2025

Issued By: IA

06/30/2024
Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1 2 8 9

By Direction of:

Ragini Srivastava

Ragini Srivastava, Town Clerk

New York State Department of Taxation and Finance

# Certificate of Authority

Identification number

[redacted]

*(Use this number on all returns and correspondence)*

**VALIDATED**

**1/23/2020**

**Dept of Tax and Finance**

PITTY PITTY BANG BANG INC
96 DENTON AVE
NEW HYDE PARK NY 11040-4035

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098 1DB8 - 0240635 P0000215- 01 **DTF-17-A** (11/14)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| PITTY PITTY BANG BANG INC D/B/A<br>GRAND AUTO BODY<br>PO BOX 430<br>PLAINVIEW NY 11803 | COUNTY OF NASSAU<br>1490 FRANKLYN<br>GARDEN CITY NY 11530 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| [redacted] | [redacted] | 05/20/2025 TO 05/20/2026 | 6/9/2025 |

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THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

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NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 602840100

U-26.3

NEOLA
AR VEHICLE
SE NO. 031
1/31/2026 12265TV

**Description of Vehicle**

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12265TV
Issued to: Pitty Pitty Bang Bang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

**Village of Mineola**
**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

NEOLA
AR VEHICLE
SE NO. 032
1/31/2026 12266TV

**Description of Vehicle**

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12266TV
Issued to Pitty Pitty Bang Bang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
Date Issued 1/31/25

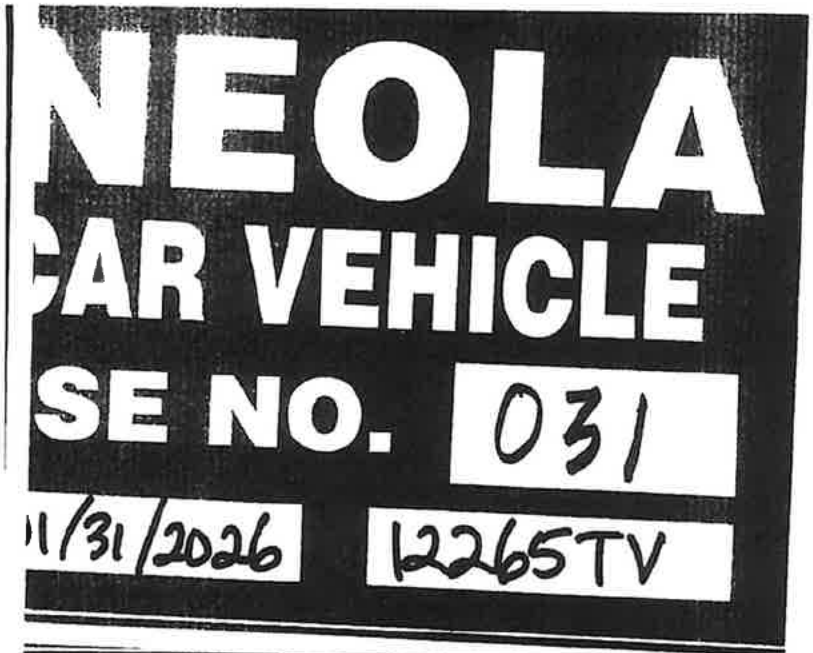
**Village of Mineola**
**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE




**Description of Vehicle**

Make FORD
Year 2016
Model TOW

Motor Vehicle

License Plate # 1226STV
Issued to: PittyPittyBangBang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

## Village of Mineola

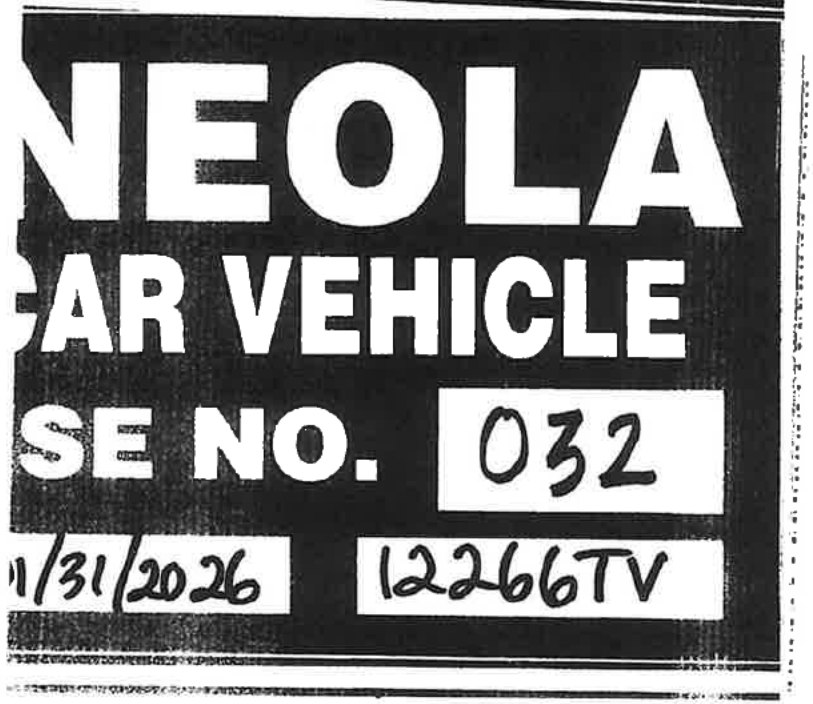
**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By _____

NOT TRANSFERABLE




**Description of Vehicle**

Make FORD
Year 2016
Model TOW

Motor Vehicle

License Plate # 1226GTV
Issued to PittyPittyBangBang
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
Date Issued 1/31/25

## Village of Mineola

**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By _____

NOT TRANSFERABLE

NEOLA
GAR VEHICLE
SE NO. 031
1/31/2026 12265TV

**Description of Vehicle**

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12265TV
Issued to: PITTY PITTY BANG BANG
Street 94 Denton Ave
P.O. Address NHP NY
License No. 31
Fee Paid $185
Date Issued 1/31/25

**Village of Mineola**
**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

NEOLA
GAR VEHICLE
SE NO. 032
1/31/2026 12266TV

**Description of Vehicle**

Make FORD
Year 2016
Model TOW
Motor Vehicle
License Plate # 12266TV
Issued to PITTY PITTY BANG BANG
Street 94 Denton Ave
P.O. Address NHP NY
License No. 32
Fee Paid $185
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**Village of Mineola**
**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Permit No. 2025-10

# Village Permit

This Is Evidence That:

PITTY PITTY BANG BANG INC.
94 DENTON AVENUE
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

## Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company. This Permit Is Non-Transferable. All Required Fees Have Been Paid.

This Permit Expires on JANUARY 31, 2026.

Issue Date: January 29, 2025

Issuing Officer: Cheryl Nowak

INCORPORATED VILLAGE OF FLORAL PARK

2016 FORD OFFICE OF THE VILLAGE CLERK

#1FDOX5HY3GEBO6843

THIS TOW TRUCK IS OWNED BY

Plate #12265TV

PITTY PITTY BANG BANG INC.

.....

FOR YOUR PROTECTION KEEP A RECORD OF THE NAME AND NUMBER OF TOW TRUCK. REFER ANY COMPLAINTS TO THE POLICE DEPARTMENT.

This Tow Truck is operated by: DBA: Grand Auto Body

Name: Pitty Pitty Bang Bang Inc.

Tow Truck License #: 0321

Expires: 12/31/2025

INCORPORATED VILLAGE OF FLORAL PARK

2016 FORD OFFICE OF THE VILLAGE CLERK

#FDUF4HY8GEA33337

THIS TOW TRUCK IS OWNED BY

Plate #12266TV

PITTY PITTY BANG BANG INC.

.....

FOR YOUR PROTECTION KEEP A RECORD OF THE NAME AND NUMBER OF TOW TRUCK. REFER ANY COMPLAINTS TO THE POLICE DEPARTMENT.

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Name: Pitty Pitty Bang Bang Inc.

Tow Truck License #: 0321

INCORPORATED VILLAGE OF FLORAL PARK

2016 FORD OFFICE OF THE VILLAGE CLERK

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Tow Truck License #: 0321

# TOWN OF OYSTER BAY
## OFFICE OF THE TOWN CLERK
AUDREY AVE. OYSTER BAY, NY 11771
Telephone (516) 624-6922

RECIPROCAL
LICENSED TOW CAR OWNER
UNRESTRICTED

6

| NAME OF LICENSE OWNER | | | |
|---|---|---|---|
| Chester's Towing & Recovery | | | |
| STREET ADDRESS | | | |
| 8 Beechwood Avenue | | | |
| POST OFFICE | | STATE | ZIP CODE |
| Port Washington | | NY | 11050 |
| NUMBER OF VEHICLES | NUMBERS ISSUED | | THIS LICENSE EXPIRES |
| 4 | 20-23 | | 6/30/2015 |

TOWN CLERK

PITTY PITTY BANG BANG

DBA Grand Auto Body
94 Denton Ave
New Hyde Park, NY 11040

To whom it may concern,

I, Chester's Towing & Recovery located at 4 Beechwood Ave, Port Washington, NY 11050 am in agreement with A1 Grand Auto Body Inc. that in the event of an accident requiring the removal of a large or heavy vehicle within their zones we will respond and tow the vehicle to A1 Grand Auto Body's location.

Chester's Towing & Recovery


CHESTER'S HEAVY DUTY TOWING & RECOVERY

US DOT # 1545519
MC – 574755
Road Service
Air Cushion Recovery
Crane Service

4 Beechwood Avenue
PORT WASHINGTON, NEW YORK 11050
(516) 883-0547
Fax: (516) 883-0863

Est. 1926
Trucks
Auto
Buses
Trailer Service

**DON'T PEEL STICKER FROM FRONT - SEE BACK!**

*Keep this document to show to the police and courts.*

961357EN

*NYMA* HD 12/31/25
3FRNX6HP8FV624542
2015 FORD TOW
12267TV TOW 1 X

12 25

MV-856CR (9/21) NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12267TV
2015 FORD NONTRANSFERABLE
TOW RD 3FRNX6HP8FV624542
26000 Wt-Seats G10 Fuel Cyl I0568568 NOV 19 2024
WEB WEBCDA
PITTY PITTY BANG Expires 12/31/25
BANG INC *NYMA*
98 DENTON AVE 149.75
NEW HYDE PARK NY 11040 ANNUAL CHG
961357EN VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID (INCL ADD CHG) 189.75

## NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Policy Number [redacted]

| Effective Date | Expiration Date |
|---|---|
| 10/24/2024 | 10/24/2025 |
| 12:01 a.m. | 12:01 a.m. |

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

| 2015 | FORD |
|---|---|
| Year | Make |

3FRNX6HP8FV624542
Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

FAX: Scanable Bar Code

### FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode

## NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

Policy Number: [redacted]

| Effective Date | Expiration Date |
|---|---|
| 10/24/2024 | 10/24/2025 |
| 12:01 a.m. | 12:01 a.m. |

(Not acceptable to obtain registration after 45 days from effective date.)

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Applicable with respect to the following Motor Vehicle:

2016 (Year) FORD (Make)

1FDUF4HY8GEA33337 (Vehicle Identification Number)

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

**DON'T PEEL STICKER FROM FRONT - SEE BACK!**

*Keep this document to show to the police and courts.*

022509EK

*NYMA* M2 12/31/25
1FDUF4HY8GEA33337
2016 FORD TOW
12266TV TOW 8 X

12 25

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12266TV
2016 FORD NONTRANSFERABLE
TOW RD 1FDUF4HY8GEA33337
13030 G10 I0860155 DEC 02 2023
WEB WEBCDA
PITTY PITTY BANG 12/31/25
BANG INC *NYMA*
94 DENTON AVE 77.75
NEW HYDE PARK NY 11040 ANNUAL CHG
022509EK VOID IF ALTERED EXCEPT FOR ADDRESS AMT PAID/DISCL ADD CHG
235.50

X0000029

## NEW YORK STATE INSURANCE IDENTIFICATION CARD

204 Merchants Mutual Insurance Co.

Name & Address of Issuer: Merchants Insurance Group
250 Main Street
Buffalo, New York 14202

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

PITTY;PITTY;BANG
BANG;INC;DBA;GRAND;A
94 DENTON AVE
NEW HYDE PARK NY 11040

Policy Number [redacted]

| Effective Date | Expiration Date |
|---|---|
| 10/24/2024 | 10/24/2025 |
| 12:01 a.m. | 12:01 a.m. |

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

| 2016 | FORD |
|---|---|
| Year | Make |

1FD0X5HY3GEB06843
Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

STOP **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

*Keep this document to show to the police and courts.*

022508EK

*NYMA* M2
1FD0X5HY3GEB06843
2016.FORD TOW
12265TV TOW 4 X

12 12/31/25 25

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12265TV
2016 FORD NONTRANSFERABLE
TOW WH 1FD0X5HY3GEB06843
18000 G10 I0860086 DEC 02 2023
WtSeats Trac Cyl
WEB WEBCDA
PITTY PITTY BANG Expires 12/31/25
BANG INC *NYMA*
94 DENTON AVE 103.75
NEW HYDE PARK NY 11040 ANNUAL CHG
022508EK VOID IF ALTERED EXCEPT FOR ADDRESS VAT PAID (INCL ADD'L CHG)
287.50

X0000028

scanable barcode

## FIRST AMENDMENT TO LEASE AND EXTENSION AGREEMENT

This First Amendment to Lease and Extension Agreement dated this ___ day of _____, 2025, (herein the "Agreement" or "Amendment"), is entered into by and between FORM SOLUTIONS REALTY LLC, having an address a 73 Woodedge Road, Manhasset, New York 11030, (hereinafter the "Landlord" or "Owner"), and PITTY PITTY BANG BANG INC. d/b/a GRAND AUTO BODY, having an address of 40-16 31st Avenue, Astoria, New York 11103, (hereinafter the "Tenant").

WHEREAS, Landlord and Tenant entered into a lease, dated May 6th, 2019, (the "Lease"), for the leasing of the premises known as 94 Denton Avenue, New Hyde Park, New York, as more particularly described ins aid Lease, (the "Demised Premises').

WHEREAS, the Lease will expire on April 30, 2029, but the parties wish to extend and modify the Lease as expressly provided for herein with all other terms remaining in full force and effect.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agreed to amend, modify and supplement the Lease as follows:

1. If there are any conflicts between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

2. It is hereby agreed that the Lease is hereby modificd and extended from May 1, 2029 to June 30, 2037 only, under the same terms and conditions of the Lease, except the base rent for the extension term shall be:

| **Dates** | **Monthly Rent** | **Annual Rent** |
|---|---|---|
| 05/01/2029 to 07/31/2030 | $17,907.00 | $214,884.00 |
| 05/01/2030 to 10/31/2031 | $18,623.00 | $223,476.00 |
| 05/01/2031 to 04/30/2032 | $19,368.00 | $232,416.00 |
| 05/01/2032 to 04/30/2033 | $20,143.00 | $241,716.00 |
| 05/01/2033 to 04/30/2034 | $20,949.00 | $251,388.00 |
| 05/01/2034 to 04/30/2035 | $21,787.00 | $261,444.00 |
| 05/01/2035 to 04/30/2036 | $22,658.00 | $271,896.00 |
| 05/01/2036 to 04/30/2037 | $23,565.00 | $282,780.00 |
| 05/01/2037 to 06/30/2037 | $24,507.00 | (pro-rated for 2 months only) $49,014.00 |

Tenant will continue to pay all other rent and additional rent, including, without limitation, real estate taxes, set forth in the Lease. References to the Lease Expiration Date will hereinafter be to June 30, 2037.

4. Tenant acknowledges that Tenant is in possession of the Premises, therefore is continuing its possession in "as Is" condition, and Landlord has no obligation to perform any work to the Premises in any manner for Tenant's continued occupation of same.

5. This Agreement is binding on all parties who lawfully succeed, in accordance with the Lease, to the rights or take the place of the Landlord or Tenant.

6. This Lease Agreement may not be orally changed nor any of its provisions waived except by an amendment, in writing, signed by the party against whom enforcement of any change or waiver is sought.

7. The Tenant hereby represents that (i) there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy or insolvency laws of the United States or of any state or territory of the United States; (ii) the Tenant has in no way whatsoever encumbered its leasehold estate under the Lease, (iii) that Tenant has not mortgaged, pledged or otherwise encumbered the Lease, (iv) that Tenant has not previously transferred its interest under the Lease, (v) that, to the best of Tenant's knowledge. there are no actions or proceedings pending before any Court affecting the Tenant of this Lease and its interest in the Demised Premises, and (vi) that there are no judgments against Tenant and Tenant has not received any notice of violations affecting the demised premises.

8. Landlord and Tenant hereby agree that they have dealt with no broker, finder or like agent with respect to this Amendment.

9. The Lease and this Amendment shall be deemed to be one indivisible document, and any default, with respect to any part of the documents shall entitle Landlord to proceed with any and all of its remedies against the Tenant.

10. Tenant acknowledges and agree that the Landlord has no outstanding obligations of any kind to the Tenant under the Lease and/or this Amendment. Tenant acknowledges and agrees that they have, as of the date hereof, no offsets, defenses or counterclaims against any of the rents, additional rents or other sums due or to become due and payable pursuant to the Lease and/or this Amendment or to the performance of any other obligations of the undersigned under the Lease and/or this Amendment.

11. All other terms and conditions of the Lease, and obligations of Tenant under the Lease, including, without limitation, the payment of rent and additional rent,

which are incorporated by reference herein, shall remain in full force and effect. References to the Lease will include this Amendment as the context requires.

12. This Agreement is hereby made part of the Lease above to which it is attached in each instance in which the provision, or any part thereof, of this Agreement shall contradict or be inconsistent with the provisions or any part thereof, of said Lease as constituted without this Agreement, the provisions of this Agreement shall prevail and govern and the contradicted or inconsistent provisions of said Lease shall be deemed amended accordingly.

13. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which when taken together shall constitute one and the same instrument. A facsimile, docu-sign, electronic or pdf scanned signature by email shall have the same effect as an original signature.

14. This Agreement shall not be binding upon Landlord unless and until it is signed by Landlord, and except as modified by the terms herein, the Lease is hereby ratified and confirmed in all respects. Landlord has relied on the representations and statements of Tenant in entering into this Agreement.

15. Tenant will reimburse Landlord $1,500.00 as and for legal fees of Landlord associated with preparation of this Amendment.

***Rest of this page intentionally left blank. Signature page follows.***

The parties have signed this Amendment as of the date at the top of the first page.

Landlord: **FORM SOLUTIONS REALTY LLC**

By: _____
Name: Adam Piatek
Title: Member

Tenant: **PITTY PITTY BANG BANG INC. d/b/a Grand Auto Body**

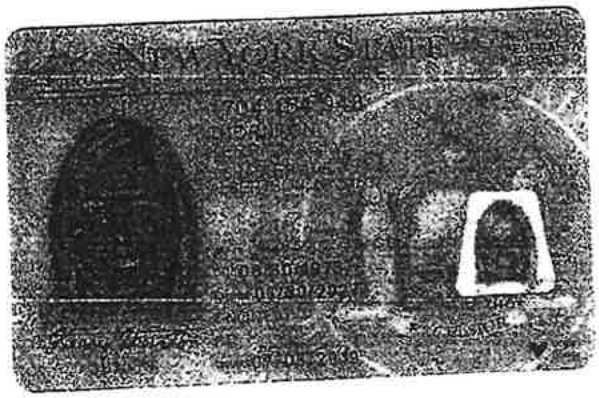
By: _____
Name: Kerry Thornton
Title: President

The undersigned expressly acknowledge that the Guaranty dated 05-03-2019, (the "**Guaranty**"), remains in full force and effect pursuant to its terms and Guarantor shall continue as Guarantor in accordance with the express terms of the Guaranty with respect to the Lease and this Amendment.

Guarantor:

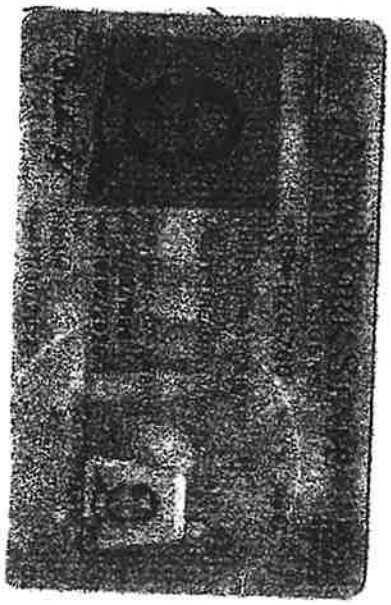
_____
BRIAN HOGAN

_____
KERRY THORTON


NEW YORK STATE








NEW YORK STATE
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
[redacted]
GOLDBERG
[redacted]
[redacted]
01/31/2025
NONE
02/13/2018





# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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

| PRODUCER | CONTACT NAME: Stacia Lorenzo, AAI | |
|---|---|---|
| E A Funk & Associates, Inc.<br>1919 Middle Country Road<br>Suite 300A<br>Centereach NY 11720 | PHONE (A/C, No, Ext): (631)467-4747 | FAX (A/C, No): (631)467-5160 |
| | E-MAIL ADDRESS: slorenzo@eafunkinsurance.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Merchants Mutual Insurance Company | 23329 |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED
Pitty Pitty Bang Bang Inc.
DBA: Grand Auto Body
94 Denton Ave
New Hyde Park NY 110404036

COVERAGES PROD / CUSTOMER ID: 00004914 CERTIFICATE #: CL2611607143 REVISION #:

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 | GARAGE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY<br>☐ HIRED AUTOS ONLY<br>☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS | | | | | | AUTO ONLY (Ea accident) $<br>OTHER THAN AUTO ONLY: EA ACCIDENT $<br>AGGREGATE $ |
| A | GARAGE KEEPERS LIABILITY<br>☐ LEGAL LIABILITY<br>☒ DIRECT BASIS<br>☒ PRIMARY ☐ EXCESS | | | [redacted] | 10/24/2025 | 10/24/2026 | ☒ COMP / OTC LOC 01 $ 300,000<br>☐ SPECIFIED PERILS LOC 02 $ 300,000<br>☒ COLLISION LOC 01 $ 300,000<br>LOC 02 $ 300,000 |
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | Y | | [redacted] | 10/24/2025 | 10/24/2026 | EACH OCCURRENCE $ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000<br>MED EXP (Any one person) $ 15,000<br>PERSONAL & ADV INJURY $ 1,000,000<br>GENERAL AGGREGATE $ 2,000,000<br>PRODUCTS - COMP/OP AGG $ 2,000,000<br>$ |
| A | ☒ UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☒ RETENTION $ 10,000 | | | CUPI005330 | 10/24/2025 | 10/24/2026 | EACH OCCURRENCE $ 2,000,000<br>AGGREGATE $ 2,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐<br>If yes, describe under REMARKS below | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT $<br>E.L. DISEASE - EA EMPLOYEE $<br>E.L. DISEASE - POLICY LIMIT $ |
| A | Business Auto - Scheduled, Hired, & Non-Owned Autos | | | CAPI085375 | 10/24/2025 | 10/24/2026 | Liability Limit 1,000,000 |

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as their interests may appear under general liability as required by written contract or agreement. 30-day notice of cancellation applies.

See attached for covered vehicles.

CERTIFICATE HOLDER

Nassau County Police Department
1490 Franklin Avenue
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2026

**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 have ADDITIONAL INSURED provisions or 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**<br>InFocus Insurance Agency<br>8035 Oswego Road<br>Liverpool NY 13090 | **CONTACT NAME:** Erin Chapa<br>**PHONE (A/C, No, Ext):** (315) 622-3333 **FAX (A/C, No):** (315) 652-4595<br>**E-MAIL ADDRESS:** Certs@infocusinsurance.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** ERI0 - ERIE INSURANCE CO / 26263 |
| **INSURED**<br>C & R AUTOMOTIVE INC DBA AAAA 1 AUTO BODY TOWING<br>112 DUFFY AVE<br>HICKSVILLE NY 11801-3640 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Garage Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | [redacted] | 02/14/2026 | 02/14/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Garage Liability | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ Actual Loss Sust. |
| A | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | [redacted] | 02/14/2026 | 02/14/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [X] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ | | | [redacted] | 02/14/2026 | 02/14/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | | | | [redacted] | 02/14/2026 | 02/14/2027 | Limit<br>Deductible | Actual Loss Sustained<br>$500 |

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

Named Insureds: C&R Automotive Inc DBA AAAA 1 Auto Body & Towing; C&R Automotive Inc DBA AAAA 1 of Farmingdale; C&R Automotive Inc DBA AAAA 1 Auto & Towing; C&R Automotive Inc DBA Hicksville Collision & Towing; AA-1 Recovery Inc DBA A-112 Auto & Towing

Nassau County, it's officials, employees, volunteers, agents, volunteers and representatives are listed as additional insured where required by written contract. Policies are primary and non-contributory. Waiver of subrogation applies.

| **CERTIFICATE HOLDER** | **CANCELLATION** |
|---|---|
| Nassau County<br>240 Old Country Rd<br>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.**<br>**AUTHORIZED REPRESENTATIVE** |

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AGENCY CUSTOMER ID: 00004914

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| E A Funk & Associates, Inc. | Pitty Pitty Bang Bang Inc |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 FORM TITLE: Certificate of Garage Insurance: Remarks

Insured's vehicles:
2015 Ford Tow VIN 3FRNX6HP8FV624542
2016 Ford Tow VIN 1FDUF4HY8GEA33337
2016 Ford Tow VIN 1FD0X5HY3GEB06843



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## 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.

**Definitions:**

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.

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 **"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, blueprints 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.

**Rule:**

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:

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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:
   Kerry Thornton (President) (Name)
   [redacted] (Address)
   516-294-3333 (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) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
   _____
   _____
   _____
   _____
   _____

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

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

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

6-5-26

Dated

Signature of Chief Executive Officer

Kerry Thornton (President)

Name of Chief Executive Officer

Sworn to before me this

5th day of June, 2026.

**Notary Public**

Evan Paget
NOTARY PUBLIC
STATE OF NEW YORK
Registration No. 01PA0017817
Qualified in Nassau County
My Commission Expires
December 05, 2027

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Pitty Pitty Bang Bang Inc**

**2. Amount requiring NIFA approval:** $45,000.00

**Amount to be encumbered:** $45,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term: to Date of Execution -five years**
Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

| | | |
|---|---|---|
| General Fund (GEN) | X | Grant Fund (GRT) |
| Capital Improvement Fund (CAP) | | Other |

| | |
|---|---|
| Federal % | 0 |
| State % | 0 |
| County % | 100 |

| | |
|---|---|
| Is the cash available for the full amount of the contract? | Yes |
| If not, will it require a future borrowing? | No |
| Has the County Legislature approved the borrowing? | N/A |
| Has NIFA approved the borrowing for this contract? | N/A |

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

This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day, to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120.

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

| | |
|---|---|
| Nassau County Attorney as to form | Yes |
| Nassau County Committee and/or Legislature | |

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

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

| Contract ID | Posting Date | Amount Added in Prior 12 Months |
|---|---|---|

## AUTHORIZATION

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

IQURESHI 07/27/2026

***Authenticated User*** ***Date***

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

***Authenticated User*** ***Date***

---

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

***Authenticated User*** ***Date***

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

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

**NIFA reserves the right to request additional information as needed.**

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Kerry Thornton [PITTYPITTYBANGBANG@GMAIL.COM]

Dated: 04/20/2026 11:12:49 am

Vendor: Pitty Pitty Bang Bang Inc

Title: President.

**Business History Form**

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

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

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

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

Date: 05/21/2025

1) Proposer's Legal Name: Pitty Pitty Bang Bang Inc DBA Grand Auto Body

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: NY Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: NY Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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

No conflicts Exists

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

No conflicts Exists

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

No conflicts Exists

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

No conflicts Exists

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/22/2026

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kerry Thornton
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Kerry Thornton
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

12

vi) Annual [redacted]

vii) Summary of relevant accomplishments

Successful contracts with multiple. Vendors. Including. City State Village. Insurance companies. And dealerships.

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

B. Indicate number of years in business.

7

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

No conflicts Exists

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

| | | | |
|---|---|---|---|
| Company | Albert Kemperley | | |
| Contact Person | Steve | | |
| Address | [redacted] | | |
| City | Bayshore | State/Province/Territory | NY |
| Country | US | | |
| Telephone | [redacted] | | |
| Fax # | | | |
| E-Mail Address | [redacted] | | |

| | |
|---|---|
| Company | goodyear |

| | | | |
|---|---|---|---|
| Contact Person | TJ | | |
| Address | [redacted] | | |
| City | Mineola | State/Province/Territory | NY |
| Country | US | | |
| Telephone | [redacted] | | |
| Fax # | | | |
| E-Mail Address | [redacted] | | |

| | | | |
|---|---|---|---|
| Company | Dons Auto Repair Inc | | |
| Contact Person | Dom | | |
| Address | [redacted] | | |
| City | westbury | State/Province/Territory | NY |
| Country | US | | |
| Telephone | [redacted] | | |
| Fax # | | | |
| E-Mail Address | [redacted] | | |

I, Kerry Thornton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kerry Thornton , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Name of submitting business: Pitty Pitty Bang Bang Inc / DBA / Grand Auto Body

Electronically signed and certified at the date and time indicated by:
Kerry Thornton PITTYPITTYBANGBANG@GMAIL.COM

President
Title

07/28/2026 10:19:41 am
Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Kerry Thornton
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 94 Denton Ave

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Telephone: 516-294-3333

Other present address(es):

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US
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 | 05/06/2019 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Equipment

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kerry Thornton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kerry Thornton , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Pitty Pitty Bang Bang Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kerry Thornton PITTYPITTYBANGBANG@GMAIL.COM

President.

Title

04/20/2026 11:14:44 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Pitty Pitty Bang Bang Inc

Address: 94 Denton Ave

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (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):

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.
If none, explain.

Kerry Thornton
[redacted]

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

None

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

(b) Describe lobbying activity of each lobbyist. See below 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.

Electronically signed and certified at the date and time indicated by:
Kerry Thornton [PITTYPITTYBANGBANG@GMAIL.COM]

Dated: 04/20/2026 11:00:50 am

Title: President

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

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)
PITTY PITTY BANG BANG INC
PO BOX 430
PLAINVIEW, NY 11803

1b. Business Telephone Number of Insured
(516) 938-1828

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1490 FRANKLYN AVE
GARDEN CITY , NY 11530

3a. Name of Insurance Carrier
**New York State Insurance Fund (NYSIF)**

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
05/15/2025 to 05/15/2027

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/22/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

ACORD®

# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 12/22/2025

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

| PRODUCER | CONTACT NAME: Stacia Lorenzo |
|---|---|
| E A Funk & Associates, Inc.<br>1919 Middle Country Road<br>Suite 300A<br>Centereach NY 11720 | PHONE (A/C, No, Ext): (631)467-4747 FAX (A/C, No): (631)467-5160<br>E-MAIL ADDRESS: slorenzo@eafunkinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A: Merchants Mutual Insurance Company — 23329 |
| INSURED<br>Pitty Pitty Bang Bang Inc<br>94 Denton Ave<br>New Hyde Park NY 110404036 | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

**COVERAGES** PROD / CUSTOMER ID: 00004914 CERTIFICATE #: CL25122207101 REVISION #:

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 | |
|---|---|---|---|---|---|---|---|---|
| | GARAGE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY<br>☐ HIRED AUTOS ONLY<br>☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS | | | | 10/24/2025 | 10/24/2026 | AUTO ONLY (Ea accident) | $ |
| | | | | | | | OTHER THAN AUTO ONLY: EA ACCIDENT | $ |
| | | | | | | | OTHER THAN AUTO ONLY: AGGREGATE | $ |
| A | GARAGE KEEPERS LIABILITY<br>☐ LEGAL LIABILITY<br>☐ DIRECT BASIS<br>☐ PRIMARY ☐ EXCESS | | | [redacted] | 10/24/2025 | 10/24/2026 | ☐ COMP / OTC LOC | $ |
| | | | | | | | ☐ SPECIFIED PERILS LOC | $ |
| | | | | | | | ☐ COLLISION LOC | $ |
| | | | | | | | LOC | $ |
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | [redacted] | 10/24/2025 | 10/24/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Dishonesty | $ 25,000 |
| A | ☒ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | [redacted] | 10/24/2025 | 10/24/2026 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under REMARKS below | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as their interests may appear under general liability as required by written contract or agreement. 30-day notice of cancellation applies.

See attached for covered vehicles.

**CERTIFICATE HOLDER**

Nassau County Police Department
1490 Franklin Avenue
Mineola NY 11501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 834515034
PITTY PITTY BANG BANG INC D/B/A
GRAND AUTO BODY
PO BOX 430
PLAINVIEW NY 11803

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| PITTY PITTY BANG BANG INC D/B/A<br>GRAND AUTO BODY<br>PO BOX 430<br>PLAINVIEW NY 11803 | COUNTY OF NASSAU<br>1490 FRANKLYN<br>GARDEN CITY NY 11530 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| [redacted] | [redacted] | 05/20/2026 TO 05/20/2027 | 4/22/2026 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2474 097-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
KERRY THORNTON
OF PITTY PITTY BANG BANG INC
(A ONE-PERSON CORP)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 421813642

U-26.3