Certified: --

E-113-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 8, 2026
9:38 AM

NIFS ID: CQPD26000009

Capital:

Contract ID #: **CQPD26000009**

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: **Macarthur Auto Body & Towing**	ID#:**473944108**
Main Address: **170 East Lincoln Ave Valley Stream, NY 11580**	
Main Contact: **Stephen westfall**	
Main Phone: **(347) 723-2517**	

Department:
Contact Name: **karen taggart**
Address: **1490 Franklin Avenue 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 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 10, 11, 14, 15 and 19 (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:

Zone 10	Bid $70,371.68 per annum
Zone 11	Bid $78,952.09 per annum
Zone 14	Bid $33,836.16 per annum

Zone 15 Bid $21,311.99 per annum

Zone 19 Bid $42,971.21 per annum

TOTAL: $247,443.13 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	$77,000.00
						TOTAL		**$77,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$77,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$77,000.00**

Routing Slip

Department			
NIFS Entry	Daniel Bonanno	07/16/2026 09:27AM	Approved
NIFS Final Approval	Karen Taggart	07/22/2026 09:17AM	Approved
Final Approval	Karen Taggart	07/22/2026 09:17AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/22/2026 04:34PM	Approved
RE & Insurance Verification	Shannon Molloy	07/23/2026 01:47PM	Approved
NIFS Approval	Mary Nori	07/29/2026 02:31PM	Approved
Final Approval	Mary Nori	07/29/2026 02:31PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/22/2026 03:09PM	Approved
NIFA Approval	Irfan Qureshi	07/24/2026 09:31AM	Approved
Final Approval	Irfan Qureshi	07/24/2026 09:31AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 03:50PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 09:56AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:13PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:13PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 03:39PM	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 MACARTHUR AUTO BODY & TOWING

WHEREAS, the County has negotiated a personal services agreement with Macarthur Auto Body & Towing, 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 Macarthur Auto Body & Towing.

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 **MacArthur Auto Body & Towing Inc.** (the "Contractor"), a New York State corporation having its principal place of business at 170 E. Lincoln Avenue, Valley Stream, New York 11580 (the "Contractor").

WITNESSETH:

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** ("MacArthur Auto Body & Towing 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 Zone Ten (10), Zone Eleven (11), Zone Fourteen (14), Zone Fifteen (15) and Zone Nineteen (19) 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.

MacArthur Auto Body & Towing Inc.

By: MACArthur Auto Body & Towing Inc

Name: STEPHEN WESTFALL

Title: President

Date: 4/30/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

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

On the 30 day of April in the year 2024 before me personally came Stephen Westfall to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Macarthur Advisory and Group, 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.

ARMAAN S BHASIN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in SUFFOLK County
01BH6424210
MY COMMISSION EXPIRES 10/25/2029

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

OFFICE OF PURCHASING
JUN 11 2025
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: County Tow and Impound Garage Contracts

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

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

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

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

DELIVERY MADE TO: Nassau County Police Department Chief of Support 1490 Franklin Avenue Mineola, N.Y. 11501	**GUARANTEED DELIVERY DATE** 1 **DAYS AFTER RECEIPT OF ORDER** **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	MacArthur Auto Body & Towing Inc		
ADDRESS	170 E. Lincoln Ave Valley Stream NY 11580		
CITY	**STATE**	**ZIP CODE**	**TELEPHONE** 516-362-5350
SIGNATURE OF AUTHORIZED INDIVIDUAL		Stephen Westfall **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: MacArthur Autobody & Towing Inc

Address: 170 E Lincoln Ave, Valley Stream NY 11580

Telephone No: 516-362-5350 Email: macarthurcollision136@gmail.com

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

Disclosure Statement

2) Closely Held Corporation

Name: Stephen A Westfall

Home Address: [redacted]

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: MAC ARTHUR AUTO BODY & TOWING INC

ADDRESS: 170 E LINCOLN AVE, VALLEY STREAM NY 11580

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____
PARTNERSHIP _____

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

PRESIDENT STEPHEN A WESTFALL, [redacted]

VICE PRESIDENT

SECRETARY

TREASURER STEPHEN A WESTFALL, [redacted]

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? ~~YES~~ SAW
IF SO, WHEN? This is our 1ST.

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

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? N/A

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
Stephen Westfall	President	20	Owner, Manager, Tow Operator	NYC/NASSAU
Michael Taliercio	Manager	25	Manager, Tow Operator	NYC/NASSAU
Stephen Olivo	Manager	20	Manager, Tow Operator	NYC/NASSAU

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Towing is MacArthur's core competency, its what we do 365 - 24 hrs/day.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Stephen W / Mike T / Stephen Olivo will all act as supervisors.

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

BIDDER SIGN HERE _____ BIDDER 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: New Hyde Park Fire District
ADDRESS: 1555 Jericho Turnpike
New Hyde Park NY 11040
TELEPHONE: 516-807-0054 CONTACT PERSON: Reid Sakowich
CONTRACT DATE:

2. REFERENCE'S NAME: GEICO
ADDRESS: 4295 Ocmulgee Blvd E
Macon, GA 31295
TELEPHONE: 478-538-0362 CONTACT PERSON: Aaron Griffen
CONTRACT DATE:

3. REFERENCE'S NAME: LIBLA Realty Corp.
ADDRESS: 150 E Merrick Rd
Valley Stream, NY 11580
TELEPHONE: 516-220-0245 CONTACT PERSON: Steven Liberto
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 _____ President
BIDDER **TITLE**

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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:

☑ 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: 06/05/2025

(Signature of Bidder)

Print Name: Stephen A Westfall

Print Title: President

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **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 _____ _____
BIDDER **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: 06/05/2025

Signature: 

Name: Stephen A Westfall

Title: President

Contractor Name: MacArthur Auto Body & Towing Inc

Contractor Address: 170 E Linoln Ave

Valley Stream NY 11580

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,

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

BIDDER SIGN HERE  **BIDDER**

PRESIDENT **TITLE**

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.

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

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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:L0GIN_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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BIDDER **TITLE**

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 5th day of JUNE, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: MacArthur Auto Body & Towing Inc

Address: 170 E Lincoln Ave

Street:

City, Town, etc: Valley Stream, NY 11580

Telephone: 516-362-5350 Title: President

Email Address: Macarthurcollision136@gmail.com

If applicable, responsible Corporate Officer:

Name Stephen A Westfall Title President

Signature:

Sign Here

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BIDDER SIGN HERE _____ (BIDDER) President (TITLE)

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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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

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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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.

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **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

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **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.

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **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

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **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 $_____ 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.

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **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 $_____ 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 $_____ 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 $_____ 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 $_____ ANNUALLY

ZONE 8

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

ZONE 8 BID OFFER $_____ ANNUALLY

ZONE 9

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **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 $_____ 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 $ 70,371.68 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 $ 78,952.09 ANNUALLY

ZONE 12

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

ZONE 12 BID OFFER $_____ ANNUALLY

ZONE 13

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

ZONE 13 BID OFFER $_____ ANNUALLY

ZONE 14

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **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 $ 33,836.16 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 $ 21,311.99 ANNUALLY

ZONE 16

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

ZONE 16 BID OFFER $_____ ANNUALLY

ZONE 17

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

ZONE 17 BID OFFER $_____ ANNUALLY

ZONE 18

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

ZONE 18 BID OFFER $_____ ANNUALLY

ZONE 19

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **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 $ 42,971.21 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 $_____ 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 $ 10,932.53 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 $ 1,329.43 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 $ 8,596.59 ANNUALLY

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

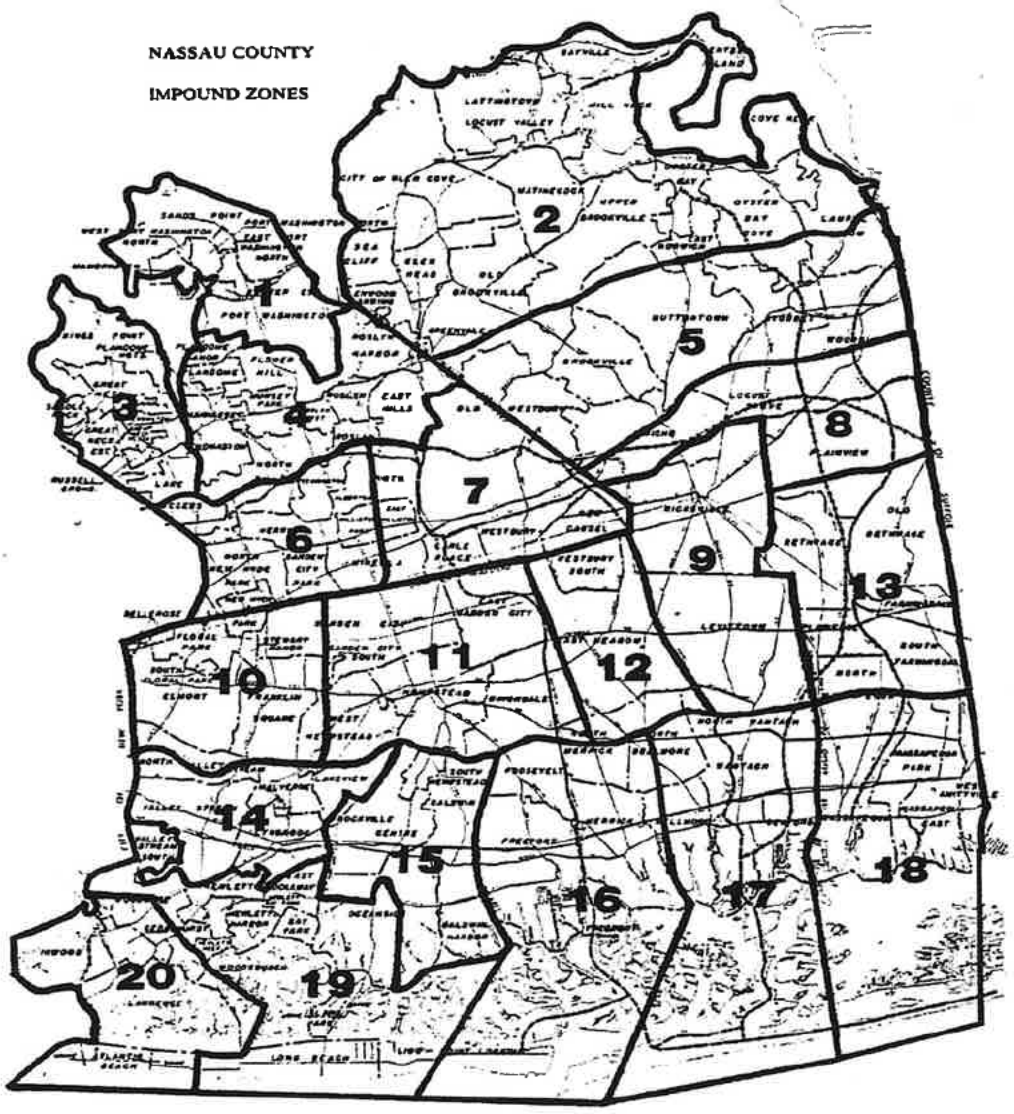
2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

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

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

BIDDER SIGN HERE _____ BIDDER

PRESIDENT TITLE



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

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 5th day of JUNE, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and MACARTHUR AUTO BODY & TOWING INC ("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: MAC ARTHUR AUTO BODY & TOWING INC

By: _____
Name: STEPHEN A. WESTFALL
Title: PRESIDENT
Date: JUNE 5, 2025

COUNTY OF NASSAU

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

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

Confidentiality Agreement
(If applicable)

I ~~STEPHEN~~ SAW (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ 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.

_____
(Individual's Signature)

_____
(Individual's Printed Name)

_____
(Entity for which Individual is an employee or agent)

_____
(Date)

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Bruce A. Blakeman
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 05/14/2025

AMENDMENT NO. 1

FORMAL SEALED BID NO. 96890-06115-120

FOR: County Tow and Impound Garage Contracts

ISSUED: **May 08, 2025**
OPENING: **June 11, 2025**

TO ALL BIDDERS:

1) The following question and answer are made part of the bid:

Question: the rates listed in the formal sealed bid are 20 years old and not realistic are they going to be adjusted to more current rates?

Answer: The current rates are set by local ordinance. Vendors should be aware that this ordinance is subject to future amendments which may adjust those rates.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo
Purchasing Technical Coordinator

COUNTY OF NASSAU

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

1. Name of the Entity: MacArthur Auto Body & Towing Inc

Address: 170 East Lincoln Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

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

3. Type of Business: Closely Held 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):

1 File(s) uploaded: MacArthur_Vendor Disclosure Form_#4.pdf

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.

Same as Question 4, the ONLY Shareholder is Stephen A Westfall, who owns 100% of the company.

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.

"MacArthur Collision and Towing Inc" was owned and operated by Stephen A Westfall until April 2025. That business, which provides Tow Services akin to "MacArthur Auto Body & Towing," is now owned by Michael Taliercio, who is Stephen A Westfall's son.

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:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 06/06/2025 01:54:52 pm

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.

VENDOR DISCLOSURE FORM

4) Names & Address of Principal(s)

Name: Stephen A Westfall

Home Address: [redacted]

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
16653TV
2015 DODGE NONTRANSFERABLE
TOW WH 3C7WRMDL9FG710596
19500 D 6 UTD4015 DEC 05 2024
Wt/Seats Fuel Cyl 003 UTD21F
MACARTHUR AUTOBODY& Expires 01/31/26
TOWING INC >DEMA<
170 E LINCOLN AVE 116.00
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
~~1~~32851EP VOID IF ALTERED EXCEPT FOR ADDRESS 181.00

34-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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 Year — RAM Make

3C7WRMDL9FG710596 Vehicle Identification Number

TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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 VEHICLES CURRENT REGISTRATION.

Form No. 1990 (05/08)

FS-20

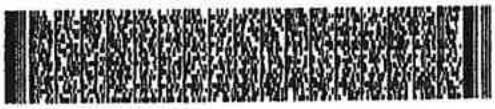
Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-453CR (1/11) **NEW YORK STATE REGISTRATION DOCUMENT**

3

X TOW
16652TV
2016 FREIG NONTRANSFERABLE
TOW WH 1FVACWDT7GHHS5035
26000 D 6 UTD4015 DEC 05 2024
Wt/Seats Fuel Cyl 003 UTD21F
MACARTHUR AUTOBODY& Expires 01/31/26
TOWING INC >DEMA<
170 EASTLINCOLN AVE 154.75
VALLEY STREAM NY 11580 ANNUAL CHG
(MT PAID INCL ADD CHG)
132852EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75



MV-524-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

Effective Date 12/16/2024 12:01 a.m.
Expiration Date 12/16/2025 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2016 Year
FREIGHTLIN Make
1FVACWDT7GHHS5035 Vehicle Identification Number
TOW TRUCK

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:

MACARTHUR;AUTO;BODY;&;TOWING,INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580



Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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 VEHICLES CURRENT REGISTRATION.

Form No. 1390 (05/08)

PS-20

Medium Duty Tow Truck (Wheel Lift)

Keep this document to show to the police and courts.

MV-453TN (4/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
14084TV
2022 INTER NONTRANSFERABLE
TOW WH 1HTEUMML6NH545623
026000 D 6 JK166012 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTOBODY Expires 10/31/25
AND TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580

ANNUAL CHG
AMT PAID (INT. AND TAX)
3.00

JK166012 VOID IF ALTERED EXCEPT FOR ADDRESS



534-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

Effective Date 12/16/2024 12:01 a.m.
Expiration Date 12/16/2025 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle:

2022 Year
Internatio Make
1HTEUMML6NH545623 Vehicle Identification Number
TOW TRUCK

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580



Form No. 1390 (05/06)

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-453CN (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

5

X TOW
12279TV
2023 PETER NONTRANSFERABLE
TOW WH 1NPCL49X1PD869956
54320 D 6 UTD4005 JUN 05 2024
Wt/Seats Fuel/Cyl 003 UTD21F
MACARTHUR AUTO BODY Expires 07/31/25
& TOWING INC >DEMA<
170 EAST LINCOLN AVE 324.00
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
935469EL VOID IF ALTERED EXCEPT FOR ADDRESS 389.00

MV-24-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

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:

MACARTHUR;AUTO;BODY,&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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:

2023 Year — Peterbilt Make

1NPCL49X1PD869956 Vehicle Identification Number

TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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.

Form No. 1990 (05/06)

FS-20

Heavy Duty Tow Truck

Keep this document to show to the police and courts.

NY-639CR (6/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X COM
28854ND
2022 HONDA NONTRANSFERABLE
SUBN WH 3CZRU6H31NM773894
3502 G 4 MDJH0196 AUG 02 2024
Wt/Seats Fuel/Cyl DJH UTD5A4
MACARTHUR AUTOBODY Expires 09/30/26
TOWING INC *NYMA*
170 E LINCOLN AVE 28.75
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
755209EM VOID IF ALTERED EXCEPT FOR ADDRESS 187.50

-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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:

2022 Year — HONDA Make

3CZRU6H31NM773894 Vehicle Identification Number

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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.

Form No. 1390 (05/06) FS-20

Road Service Vehicle - Jump starts, Lockouts, Tire Changes, Fuel Delivery, etc.

Keep this document to show to the police and courts. ...o a Motor Vehicles office.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
17648TV
2024 FREIG NONTRANSFERABLE
TOW BK 1FVACWFC4RHVE5312
026000 D 6 JK166011 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTO BODY Expires 04/30/26
&TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580

...l your document.

...nline!

ANNUAL CHG
AMT PAID (INCL ADD'LS)

JK166011 VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

...ded for the next owner.

[redacted]

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 PROGRESSIVE CASUALTY INS. CO.

Policy Number [redacted]

Name & Address of Issuer WILLIAM F JANKOWSKI AGENCY INC
382 WEST MAIN STREET
BABYLON NY 11702

Effective Date 06/04/2025 12:01 a.m.

Expiration Date 12/16/2025 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:

MACARTHUR;AUTO;BODY
&;TOWING;INC.
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

Applicable with respect to the following Motor Vehicle:

2024 (Year) FREIG (Make)

1FVACWFC4RHVE5312 (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

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts

MV-453CR (6/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
16654TV
2024 INTER NONTRANSFERABLE
TOW WH 3HAEUMML2RL876361
26000 D 6 UTD4020 JAN 09 2025
Wt/Seats Fuel/Cyl 003 UTD21F
MACARTHUR AUTO BODY Expires 02/28/26
&TOWING INC >DEMA<
170 EAST LINCOLN AVE 154.75
VALLEY STREAM NY 11580 ANNUAL CHG
AMT PAID (INCL ADD CHG)
483125EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

8

MV-84-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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:

2024 Year
INTERNATIO Make
3HAEUMML2RL876361 Vehicle Identification Number
TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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 VEHICLES CURRENT REGISTRATION.

FS-20

Form No. 1990 (05/06)

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

MV-853TM (4/21) **NEW YORK STATE REGISTRATION DOCUMENT**

X TOW
16666TV
2024 DODGE NONTRANSFERABLE
TOW WH 3C7WRNDL8RG169972
019500 D 6 JK166010 JUN 03 2025
Wt/Seats Fuel/Cyl SV1 CCBB8D
MACARTHUR AUTOBODY Expires 07/31/26
& TOWING INC >DEMA<
170 EAST LINCOLN AVE 116.00
VALLEY STREAM NY 11580

ANNUAL CHG AMT PAID ON T. AND CTR.
181.00

JK166010 VOID IF ALTERED EXCEPT FOR ADDRESS

9



MV-84CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

Policy Number [redacted]

PROGRESSIVE®

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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:

2024 Year — RAM Make

3C7WRNDL8RG169972
Vehicle Identification Number
TOW TRUCK

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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.

Form No. 390 (05/06)

FS-20

Flatbed Tow Truck with Wheel Lift

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
12148TV
2015 FORD NONTRANSFERABLE
FLAT GY 1FDUF5GY4FEA65501
019500 G10 JH831850 MAR 12 2025
Wt/Seats Fuel/Cyl SNS NYC450
MACARTHUR AUTO BODY Expires 03/31/26
& TOWING INC *NYMA*
17 EAST LINCOLN AVE 112.25
.VALLY STREAM NY 11580

ANNUAL CHG
AMT PAID (INCL ADD CHG)

JH831850 VOID IF ALTERED EXCEPT FOR ADDRESS 1527.25

NEW YORK STATE INSURANCE IDENTIFICATION CARD

413 PROGRESSIVE CASUALTY INS. CO.

Policy Number [redacted]

Name & Address of Issuer WILLIAM F JANKOWSKI AGENCY INC
382 WEST MAIN STREET
BABYLON NY 11702

Effective Date 03/11/2025 12:01 a.m.

Expiration Date 12/16/2025 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:

MACARTHUR;AUTO;BODY
&;TOWING;INC.
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

Applicable with respect to the following Motor Vehicle:

2015 (Year) FORD (Make)

1FDUF5GY4FEA65501
Vehicle Identification Number

TOW TRUCK

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

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

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

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

FS-20

Flatbed Tow Truck with Wheel Lift

X TRL
CG69654
2024 HOMES
TRLR WH
9950
WT/SEATS FUEL/CYL

NONTRANSFERABLE
5HABE1424RN126426
UTD4014 DEC 05 2024
003 UTD21F

Expires
12/31/25

MACARTHUR AUTOBODY
& TOWING INC
170 E LINCOLN AVE
VALLEY STREAM, NY 11580

$132.75
ANNUAL CHG
Amt. paid (incl. add chg)
$107.75

25550319 VOID IF ALTERED EXCEPT FOR ADDRESS

24-CONT (07/07)

NEW YORK STATE INSURANCE IDENTIFICATION CARD

PROGRESSIVE®

Policy Number [redacted]

413 Progressive Casualty Insurance Co
Name & Address of Issuer

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village, Ohio 44143

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:

MACARTHUR;AUTO;BODY;&;TOWING;INC.
170 E LINCOLN AVENUE
VALLEY STREAM NY 11580

Effective Date	Expiration Date
12/16/2024	12/16/2025
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:

2024 Year
Homesteade Make
5HABE142RN126426 Vehicle Identification Number

Your Broker: EXECUTIVE PLANNERS
1-631-376-2200

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.

Form No. 1390 (05/08) FS-20

Traffic Incident Management Systems (TIMS) Trailer



TOWN OF HEMPSTEAD

2024/2025 Tow Car Driver

5

STEPHEN WESTFALL

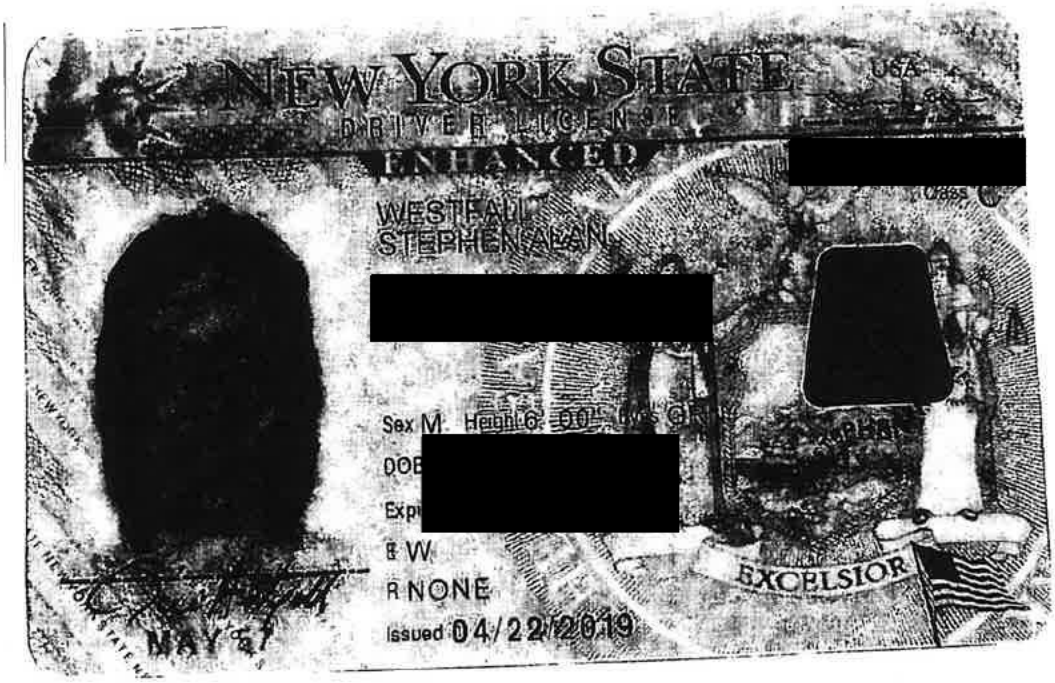
ISSUED: 6/5/2024

EXPIRES: 6/30/2025

Kate Murray

Kate Murray, Town Clerk

Passenger: Report all complaints to a Police Officer or to the Town Hall, Hempstead, N.Y. (516) 489-5000.



Driver / Owner





TOWN OF HEMPSTEAD

2025/2026 Tow Car Driver

6

MICHAEL LOUIS TALIERCIO

ISSUED: 6/4/2025

EXPIRES: 6/30/2026

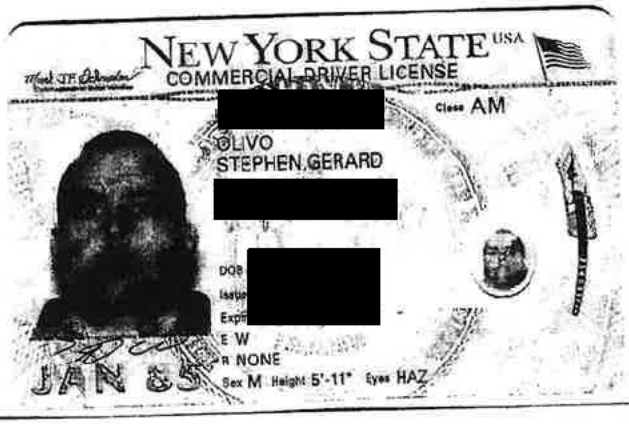
Kate Murray

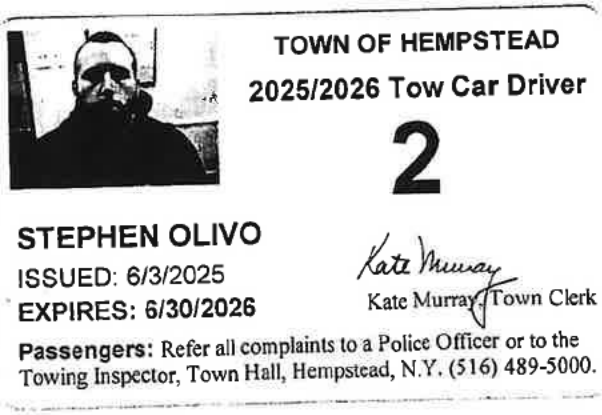
Kate Murray, Town Clerk

Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

Class A

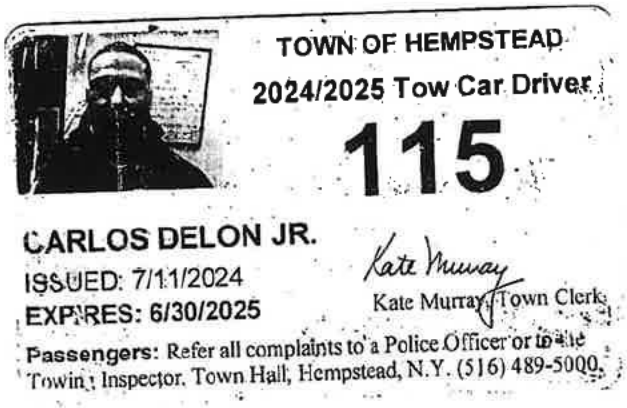
manager / driver





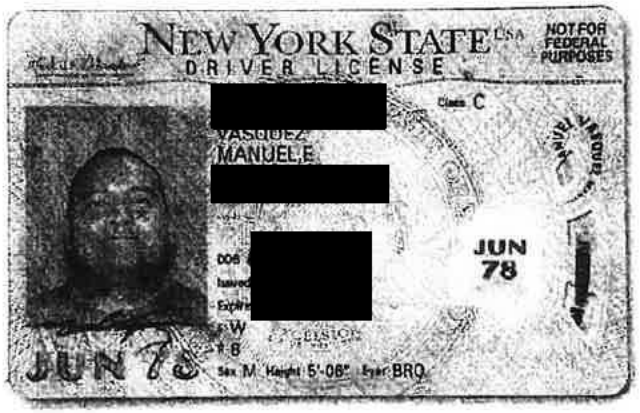
Class A manager / Driver

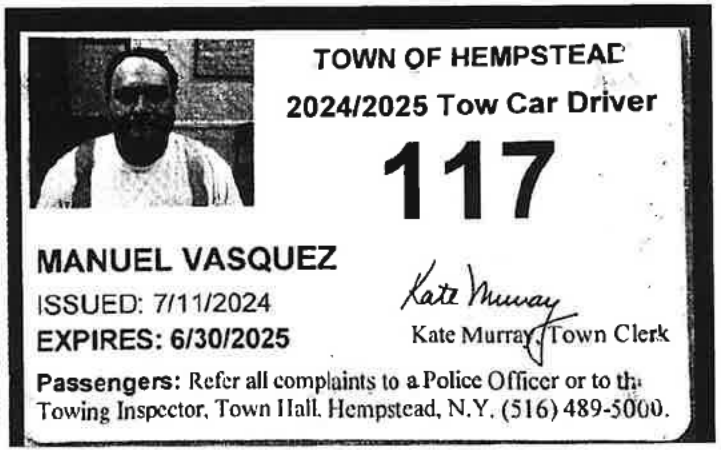
Class A Driver



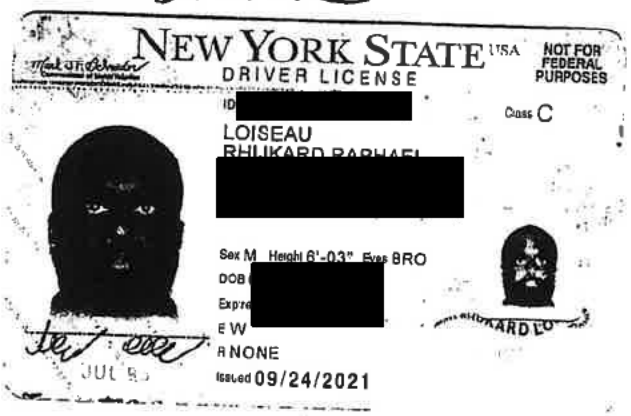


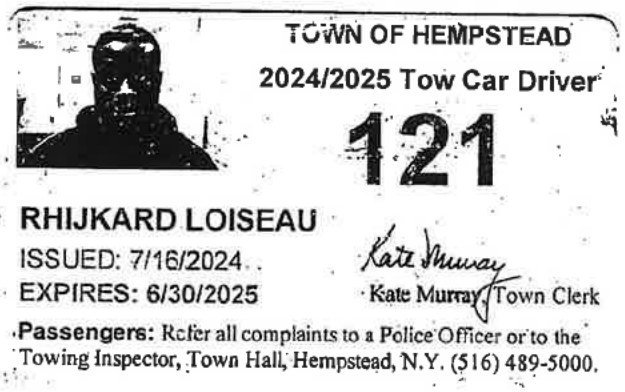
Driver


NEW YORK STATE
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
Class C
VASQUEZ
MANUEL E
JUN
78
JUN 78
Sex M Height 5'-06" Eyes BRO


TOWN OF HEMPSTEAD
2024/2025 Tow Car Driver
117
MANUEL VASQUEZ
ISSUED: 7/11/2024
EXPIRES: 6/30/2025
Kate Murray
Kate Murray, Town Clerk
Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

Driver


NEW YORK STATE USA
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
ID [redacted]
Class C
LOISEAU
RHIJKARD RAPHAEL
[redacted]
Sex M Height 6'-03" Eyes BRO
DOB [redacted]
Expires [redacted]
END NONE
Issued 09/24/2021


TOWN OF HEMPSTEAD
2024/2025 Tow Car Driver
121
RHIJKARD LOISEAU
ISSUED: 7/16/2024
EXPIRES: 6/30/2025
Kate Murray
Kate Murray, Town Clerk
Passengers: Refer all complaints to a Police Officer or to the Towing Inspector, Town Hall, Hempstead, N.Y. (516) 489-5000.

MAIN OFFICE
PRIMARY STORAGE

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on May 1, 2023, by and between:

   Landlord: LIBLA REALTY corp, with a mailing address of 150 EAST MERRICK RD VALLEY STREAM 11580 ("Landlord"), and

   Tenant: MAC ARTHUR AUTO Body & TOWING INC ("Tenant").

   The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

   Street Address: 170 EAST ~~MERRICK~~ LINCOLN AVE VALLEY STREAM NY 11580
   Square Feet: 2500 SF
   Type of Space: INDUSTRIAL (retail, office, industrial, etc.)
   Other Description: AUTO Body + STORAGE

   Hereinafter known as the "Premises."

3. **INITIAL TERM.** The term of this Agreement shall be for a period of 12 years starting on May 1, 2023, and expiring at midnight on April 30, 2035 ("Initial Term").

4. **OPTION TO RENEW.** The Tenant has: (check one)

   ☒ - **No Option to Renew.** This Agreement may only renew in an amendment to this Agreement or in a separate agreement.

   ☐ - **Option(s) to Renew.** The Tenant has the option(s) to renew this Agreement under the following terms:

   The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

5. **SECURITY DEPOSIT**. Under this Agreement: (check one)

☐ - **No Security Deposit is Required.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☒ - **Security Deposit is Required.** $ 9000 - payment is required by the Tenant and is due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"), whichever occurs first. The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

6. **RENT**. The Tenant agrees to pay Rent during the Initial Term with: (check one)

☒ - **No Rent Increases.** The Monthly Rent is: $ 4500 ~~00~~.

☐ - **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following:

Hereinafter known as the "Base Rent."

7. **PERCENTAGE RENT**. In addition to the Base Rent, there shall be: (check one)

☒ - **No Percentage (%) Rent.**

☐ - **Percentage (%) Rent.** The Tenant shall be required to pay ____% of _____ (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☐ - Monthly
- ☐ - Quarterly
- ☐ - Annually

Hereinafter known as the "Percentage Rent." The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

8. **LATE FEE**. If Rent has not been paid on the Due Date, there is: (check one)

☐ - **No Late Fee**. The Tenant shall not be liable to pay a penalty for any late payment due under this Agreement.

☒ - **A Late Fee**. If the Rent is not paid within 10 days of the Due Date, the Landlord will charge a: (check one)

☒ - Flat Fee. The late fee is $ 100% and applied per: (check one)

☒ - Occurrence that Rent is Late.

☐ - Day that Rent is Late and until it is paid-in-full.

☐ - Based on Interest. The late fee shall be calculated based on the unpaid Rent amount and accumulating at an interest rate of ____% per annum until paid-in-full.

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

9. **PERMITTED USES**. The Tenant agrees to use the Premises for: (check one)

☒ - **All Purposes**. The Tenant may use the Premises for any purpose legal under State and local laws.

☐ - **Specific Purposes (only).** _____. Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

10. **SHARE OF PROPERTY EXPENSES**. The Parties shall be obligated to pay for the following expenses related to the Premises:

Landlord's Share of Property Expenses:

Tenant's Share of Property Expenses:

11. LEASEHOLD IMPROVEMENTS. The Tenant is: (check one)

☐ - **Not Allowed to Make Leasehold Improvements.** The Tenant shall not be allowed to make leasehold improvements without the written consent of the Landlord.

☒ - **Allowed to Make Leasehold Improvements.** The Tenant shall be allowed to make leasehold improvements without the written consent of the Landlord.

12. GOVERNING LAW. This Agreement shall be governed by the laws in the State of New York.

13. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Name: LIBLA REALTY CORP
Address: 150 E MERRICK RD Valley Stream NY 11580
E-Mail: STEVE LIBLA@OPTONLINE.NET
Phone: 516-561-6203

Tenant
Name: MAC ARTHUR Auto Body + Towing INC
Address: 170 EAST LINCOLN AVE Valley Stream NY 11580
E-Mail: MAC Auto Body 170@Gmail.com
Phone: 516 362-5352

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: _____ Date: MAY 1 2023
Print Name: STEVEN LIBLA

Tenant's Signature: _____ Date: MAY 1 2023
Print Name: STEPHEN WESTPHAL

Tenant's Signature: _____ Date: MAY 1 2023
Print Name: _____

SECONDARY STORAGE

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES**. This Commercial Lease Agreement ("Agreement") made on MAY 1, 2023, by and between:

   Landlord: ADDISON PLACE REALTY, with a mailing address of 150 E MERRICK RD VALLEY STREAM NY 11580 ("Landlord"), and

   Tenant: MAC ARTHUR AUTOMALL TOWING INC 170 E LINCOLN AVE VALLEY STREAM NY 11580 ("Tenant").

   The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **DESCRIPTION OF LEASED PREMISES**. The Landlord agrees to lease to the Tenant the following described space:

   Street Address: 3-15 ADDISON PLACE
   Square Feet: 15,000 SF
   Type of Space: INDUSTRIAL STORAGE YARD AUTO & TRUCK (retail, office, industrial, etc.)
   Other Description: STORAGE YARD

   Hereinafter known as the "Premises."

3. **INITIAL TERM**. The term of this Agreement shall be for a period of 12 YEARS starting on MAY 1, 2023, and expiring at midnight on APRIL 30, 2035 ("Initial Term").

4. **OPTION TO RENEW**. The Tenant has: (check one)

   ☐ - **No Option to Renew.** This Agreement may only renew in an amendment to this Agreement or in a separate agreement.

   ☒ - **Option(s) to Renew**. The Tenant has the option(s) to renew this Agreement under the following terms:

   GOOD GUY CLAUSE AT MARKET RATE TO BE DETERMINED

   The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

5. **SECURITY DEPOSIT**. Under this Agreement: (check one)

☐ - **No Security Deposit is Required.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☒ - **Security Deposit is Required.** $ 15,000.00 payment is required by the Tenant and is due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"), whichever occurs first. The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

6. **RENT**. The Tenant agrees to pay Rent during the Initial Term with: (check one)

☒ - **No Rent Increases**. The Monthly Rent is: $ 7500.00.

☐ - **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following:

Hereinafter known as the "Base Rent."

7. **PERCENTAGE RENT**. In addition to the Base Rent, there shall be: (check one)

☒ **No Percentage (%) Rent.**

☐ - **Percentage (%) Rent**. The Tenant shall be required to pay ____% of _____ (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☐ - Monthly
- ☐ - Quarterly
- ☐ - Annually

Hereinafter known as the "Percentage Rent." The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

11. LEASEHOLD IMPROVEMENTS. The Tenant is: (check one)

☒ - **Not Allowed to Make Leasehold Improvements.** The Tenant shall not be allowed to make leasehold improvements without the written consent of the Landlord.

☐ - **Allowed to Make Leasehold Improvements.** The Tenant shall be allowed to make leasehold improvements without the written consent of the Landlord.

12. GOVERNING LAW. This Agreement shall be governed by the laws in the State of New York.

13. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Name: ADDISON PLACE REALTY
Address: 150 EAST MERRICK RD
E-Mail: STEVE LIBERTO @ OPTONLINE.NET
Phone: 516 220 0245

Tenant
Name: MAC ARTHUR AUTOBODY & TOWING
Address: 170 EAST [redacted] LINCOLN AVE VALLEY STREAM NY 11580
E-Mail: MACAUTOBODY170@GMAIL.COM
Phone: 516 322-5350

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: [signature] Date: MAY 1 2023
Print Name: STEVEN LIBERTO

Tenant's Signature: [signature] Date: May 2023
Print Name: [illegible]

Tenant's Signature: [signature] Date: MAY 1 2023
Print Name: [illegible]

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:
   Stephen A Westfall (Name)
   [redacted] (Address)
   [redacted] / 516-367-5350 (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:

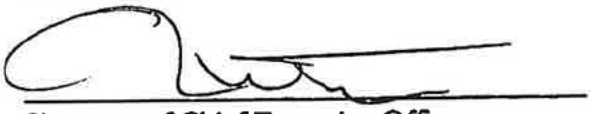
   _____
   _____
   _____
   _____

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.

5/3/2026

Dated



Signature of Chief Executive Officer

Stephen A Westfall

Name of Chief Executive Officer

Sworn to before me this

3rd day of May, 2026



Notary Public



NIFA Nassau County Interim Finance Authority

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

1. Vendor: Macarthur Auto Body & Towing

2. Amount requiring NIFA approval: $77,000.00

Amount to be encumbered: $77,000.00

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 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 07/24/2026

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:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 03/19/2026 12:35:25 pm

Vendor: Macarthur Auto Body & Towing 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: 03/19/2026

1) Proposer's Legal Name: MacArthur Auto Body & Towing Inc

2) Address of Place of Business: 170 East Lincoln Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

Country: US

3) Mailing Address (if different): 170 East Lincoln Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

Country: US

Phone: (516) 362-5350

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

4) Dun and Bradstreet number:

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 [X] NO [ ] If yes, please provide details:

"MacArthur Auto Body & Towing Inc" shares a common owner (Stephen A Westfall) with "MacArthur Collision and Towing Inc." (Springfield Gardens)

Neither company has ownership interests in the other.

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 conflict exists.

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

No conflict exists.

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

No conflict exists.

b) Please describe 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.

We have no such policies and/ or procedures at this time. If we are successful and are granted a Zone(s) under this bid, we will seek the advice of counsel and Nassau County PD to ensure that the appropriate procedures are implemented into our HR Process and Employee Handbook.

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 [ ] NO [X]

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

i) Date of formation;

05/06/2015

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.

Stephen A Westfall, [redacted] Owner/ President

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

No other officers/ directors exist at this time.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

11

vi) Annual revenue of firm;

1100000

vii) Summary of relevant accomplishments

MacArthur Autobody and Towing ("MacArthur Towing") opened in 2015 with one (1) tow truck. Over the years, we have steadfastly expanded the business to where it is today, 10 vehicles and over 30,000 ft2 of vehicle storage. MacArthur Towing's services now range from light to heavy duty towing, transport and recovery. We also offer full roadside assistance, hazmat remediation, and traffic control/ incident management ("TIMS") to keep Nassau County on the move.

We hold the industry's highest certifications and are accredited by all major NYC and Nassau County authorities.

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

2 File(s) uploaded: 03192026_Nisw YQ^State DeparliTie.nf of Motor Vehicles . OFF10IA.pdf, 03192026_Nisw YQ^State DeparliTie.nf of Motor Vehicles . OFF10IA.pdf

B. Indicate number of years in business.

10.5

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

We hold a Town of Oyster Bay Tow License, however the town does not provide written licenses.
In addition, we are an authorized tower for the New York State Police.

To support our capacity and reliability, we have prepared a booklet which we will submit in hard-copy with our Bid, evidencing our:

1. General Company Information
2. Trucks, Equipment & Tow Operator Lists
3. Organization Capacity
4. Company Financials
5. Operations
6. Security Protocol

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	NEW HYDE PARK FIRE DISTRICT		
Contact Person	Reid Sakowich, Chairman		
Address	1555 Jericho Turnpike New Hyde Park, NY 11040		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 807-0054		
Fax #			
E-Mail Address	SakowichPlumbing@gmail.com		

Company	Geico		
Contact Person	Aaron Griffin, Zone 8 Field Supervisor		
Address	4295 Ocmulgee Boulevard E		
City	Macon	State/Province/Territory	GA
Country	US		
Telephone	(478) 538-0362		
Fax #			
E-Mail Address	AaronGriffin@GEICO.com		

Company	LIBLA Realty Corp.		
Contact Person	Steven Liberto		
Address	150 E. Merrick Rd.		
City	Valley Stream	State/Province/Territory	NY
Country	US		
Telephone	(516) 220-0245		
Fax #			
E-Mail Address	SteveLiberto@optonline.net		

I, Stephen A Westfall , 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, Stephen A Westfall , 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: Macarthur Auto Body & Towing Inc

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall MACARTHURCOLLISION136@GMAIL.COM

President
Title

03/19/2026 12:22:35 pm
Date

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 05/21/25 02399

THIS CERTIFICATE EXPIRES 04/30/27

FACILITY IDENTIFICATION NO. [redacted] RSB

This person is **REGISTERED AS A REPAIR SHOP**

pursuant to the provisions of the Vehicle and Traffic Law.

MACARTHUR AUTOBODY & TOWING INC
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

MV-61P (11/95)

License 017

Expires
December 31, 2026

VILLAGE OF VALLEY STREAM

OFFICE OF THE VILLAGE CLERK

This is to certify that Stephen WestFall of MacArthur Auto Body + Towing of Valley Stream N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the incorporated areas of the Village of Valley Stream the tow cars bearing the decal numbers listed below.

Dated 01/01/26 Number of vehicles licensed 9 Fee paid $ 1,200.00

The following Village of Valley Stream decal numbers have been issued to the above named owner: Stephen WestFall

Permission is hereby given to the above named applicant to maintain and operate a

Tow Car Business

Edvin A Fare
Authorizing Officer

Based upon the application submitted therefor and subject to the provisions of the Code of the Village of Valley Stream and the laws of the State of New York.

James J Hunter
Village Clerk

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 04/30/27

FACILITY IDENTIFICATION NO. [redacted] IVC

Validation Date and Number: 10/08/25 08033

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR pursuant to the provisions of the Vehicle and Traffic Law.

MACARTHUR AUTOBODY & TOWING INC
170 EAST LINCOLN AVE
VALLEY STREAM NY 11580

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

License
1

Expires
June 30, 2026

Town of Hempstead

2025/2026 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 MACARTHUR AUTO BODY & TOWING INC.

of VALLEY STREAM, 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 8/20/2025 Number of Vehicles licensed 8 Fee Paid $650.00

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

1, 2, 3, 4, 5, 6, 7, 8

TOWN OF HEMPSTEAD, N.Y.

By Kate Murray
Kate Murray
Town Clerk

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: Stephen A Westfall
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 170 East Lincoln Ave
   City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580
   Country US
   Telephone: 5163625350

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President	05/06/2015	Treasurer	05/06/2015
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.
   I am the sole shareholder in MacArthur Auto Body & Towing Inc.

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

I was the sole owner of all shares of MacArthur Collision and Towing Inc, until April 2025. This company is now owned by Michael Taliericio, who is my son.

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, Stephen A Westfall , 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, Stephen A Westfall , 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.

Macarthur Auto Body & Towing Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall MACARTHURCOLLISION136@GMAIL.COM

President

Title

03/19/2026 12:30:54 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: MacArthur Auto Body & Towing Inc

Address: 170 East Lincoln Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

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

3. Type of Business: Closely Held 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.

Stephen A Westfal[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):

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Stephen A Westfall [MACARTHURCOLLISION136@GMAIL.COM]

Dated: 03/19/2026 12:32:50 pm

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)
Macarthur Auto Body & Towing Inc.

170 East Lincoln Ave
Valley Stream NY 11580
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
(347) 723-2517

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)
Proof Of Insurance

PROOF ONLY
VALLEY STREAM, NY 11580

3a. Name of Insurance Carrier
SHELTERPOINT LIFE INSURANCE COMPANY

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

3c. Policy effective period
6/22/2025 to 6/21/2027

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 3/19/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White - Chief Executive Officer

IMPORTANT: If Boxes 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, 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

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: Stacy Twohig	
Colstan & Associates Inc. 512 Sunrise Highway, Suite B West Babylon, NY 11704	PHONE (A/C, No, Ext): (631)266-2800	FAX (A/C, No): (631)683-4423
	E-MAIL ADDRESS: service@colstan.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company, LTD	11000
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	Hartford Fire Insurance Company	19682
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Macarthur Auto Body and Towing Inc
170 E Lincoln Ave.
Valley Stream, NY 11580

COVERAGES **CERTIFICATE NUMBER: 00020562-251124115559** **REVISION NUMBER: 9**

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	11/12/2025	11/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[redacted]	11/12/2025	11/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A C	Garagekeepers On Hook			[redacted]	11/12/2025 11/12/2025	11/12/2026 11/12/2026	Liab/Comp/Coll	1MIL/300K/300K 300,000

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

PROOF OF INSURANCE

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



(ST1)

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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

^^^^^^ 473944108
WILLIAM F JANKOWSKI AGENCY
382 W MAIN ST
BABYLON NY 11702

POLICYHOLDER	CERTIFICATE HOLDER
MACARTHUR AUTOBODY & TOWING INC. 170 E LINCOLN AVE VALLEY STREAM NY 11580	EVIDENCE OF INSURANCE NY NEW YORK NY 11111

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/07/2026 TO 05/07/2027	4/29/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2397 942-0, 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
STEPHEN WESTFALL
MACARTHUR AUTOBODY & TOWING 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.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 531518357

U-26.3