



Certified: --

**E-34-22 Corrected
Version**

NIFS ID: CLPD22000002

Capital:

Contract ID #: CQPD18000007

NIFS Entry Date: 01/18/2022

Department: Police Dept.

Service: Travel services

Term: 08/21/2018 - 08/20/2023

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
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: Euro Lloyd Travel, LLC	ID#:200196915
Main Address: 1900 Hempstead Turnpike East Meadow, NY 11554	
Main Contact: Julia Ann Liantonio	
Main Phone: (516) 228-4970	

Department:
Contact Name: Jaclyn Delle
Address: 1 West Street Mineola, NY 11501
Phone: (516) 571-3054
Email: jdelle1@nassaucountyny.gov

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2022 MAY - 2 P 12:30

Contract Summary

Purpose: This is an amendment to an existing contract to provide travel services for various County departments. The purpose of the amendment is to clarify the procedure for emergency hotel bookings for the County Sheriff's Office to utilize when transporting adolescent offenders, and set forth the corresponding service fee for each such emergency hotel booking.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: A Request for Proposals ("RFP") was issued by the County on June 19, 2018.
Description of General Provisions: Contractor provides travel services for the Nassau County Police, Sheriff, Social Services, and Probation Departments.
Impact on Funding / Price Analysis: 0.01 (there is no increase in funding pursuant to the terms and conditions of this amendment)
Change in Contract from Prior Procurement: N/A

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1135	DE	PDPDH1135	DE500	PDPDH1135 DE500	07	\$0.01
							TOTAL	\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Jaclyn Delle	01/20/2022 04:46PM	Approved
NIFS Final Approval	Jaclyn Delle	01/20/2022 04:49PM	Approved
Final Approval	Jaclyn Delle	01/25/2022 11:55AM	Approved
County Attorney			
Approval as to Form	Jaclyn Delle	01/25/2022 11:59AM	Approved
RE & Insurance Verification	Andrew Amato	01/25/2022 12:01PM	Approved
NIFS Approval	Daniel Gregware	02/02/2022 01:08PM	Approved
Final Approval	Daniel Gregware	02/02/2022 01:08PM	Approved
OMB			
NIFS Approval	Jeff Nogid	01/27/2022 11:04AM	Approved
NIFA Approval	Irfan Qureshi	01/27/2022 05:06PM	Approved
Final Approval	Irfan Qureshi	01/27/2022 05:06PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	02/07/2022 12:31PM	Approved
DCE Compliance Approval	Robert Cleary	02/07/2022 12:31PM	Approved
Vertical DCE Approval	Arthur Walsh	04/08/2022 09:31AM	Approved
Final Approval	Arthur Walsh	04/08/2022 09:31AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/28/2022 11:46AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND
EURO LLOYD TRAVEL GROUP.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Euro Lloyd Travel Group, to provide for the
arrangement of official business travel, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Euro Lloyd Travel Group.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Purchasing, having its principal office at One West Street, Mineola, New York 11501; the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501; the Nassau County Sheriff's Office, having its principal office at 100 Carmen Avenue, East Meadow, New York 11554; the Nassau County Department of Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501; and the Nassau County Department of Social Services, having its principal office at 80 Charles Lindbergh Boulevard, Uniondale, New York 11553 (collectively, the "Department"), and (ii) Euro Lloyd Travel Group, having its principal office at 1900 Hempstead Turnpike, East Meadow, New York 11554 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000007 between the County and Contractor, executed on behalf of the County on April 18, 2019, as amended by amendment one (1), County contract amendment number CLPD20000008, executed on behalf of the County on February 10, 2021, and amendment two (2), County contract amendment number CLPD21000004, executed on behalf of the County on October 7, 2021 (the "Original Agreement"), Contractor provides travel service to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 21, 2018 until August 20, 2023, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement is not to exceed Three Hundred Twenty-five Thousand Dollars (\$325,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services and Payment provisions of the Original Agreement to include additional services for the Sheriff's Office.

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

1. Services. The Services of the Original Agreement, as amended by this amendment (the "Amended Agreement"), shall include emergency hotel bookings for the Sheriff's Office (including the County Correctional Center). Before emergency hotel accommodations can be booked by the Contractor, the Sheriff's Office will submit a booking request to the Contractor via email with the following information:

- a. Dates of check-in/check-out;
- b. Hotel name/city and state;

- c. Number of rooms/room type(s)/traveler name(s); and
- d. County employee name/badge or ID number/Department.

2. Payment. (a) Exhibit B of the Original Agreement shall be amended to include the following fee for the emergency hotel booking service (for Sheriff's Office/Correctional Center only):

- i. For the period of July 1, 2021 through December 31, 2021, a Nineteen Dollar (\$19.00) service fee for each emergency prepaid hotel booking.
- ii. Effective January 1, 2022, a Twenty-five Dollar (\$25.00) service fee for each emergency prepaid hotel booking.

(b) Emergency prepaid hotel bookings made by the Sheriff's Office during regular reservations desk office hours (Monday through Friday, 8:30am – 5:30pm Eastern Standard Time) shall be prepaid by the Contractor and invoiced separately to the County, outlining the total hotel charge and applicable service fee. Emergency hotel bookings made by the Sheriff's Office outside of regular office hours (via afterhours desk) shall not be prepaid by the Contractor and shall be subject to a Twenty Dollar (\$20.00) service fee per booking.

(c) Payments shall be made to the Contractor by the County in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County 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.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Left Intentionally Blank]

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

EURO LLOYD TRAVEL GROUP

By: _____
Name: Franz J. Harzler
Title: CEO
Date: 30 December 2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)(SS.:

COUNTY OF NASSAU)

On the 30th day of December in the year 2021 before me personally came Franz J. Herzig 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 CEO of Euro Lloyd Travel, 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.

Blaine J. Langston
NOTARY PUBLIC

Elaine E. Thompson
Notary Public, State of New York
No. 01TH6317003
Qualified in Suffolk County - Certified in Nassau County
Commission Expires December 22, 2022

STATE OF NEW YORK)

【要】

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 206 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Euro Lloyd Travel, LLC

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to 08/21/2018 - 08/20/2023

Has work or services on this contract commenced? Yes

If yes, please explain: Services continuing under active contract.

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 an amendment to an existing contract to provide travel services for various County departments. The purpose of the amendment is to clarify the procedure for emergency hotel bookings for the County Sheriff's Office to utilize when transporting prisoners, and set forth the corresponding service fee for each such emergency hotel booking.

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
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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

01/27/2022

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.

Jack Schnitman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Euro Lloyd Travel Group

CONTRACTOR ADDRESS: 1900 Hempstead Turnpike, East Meadow, NY 11554

FEDERAL TAX ID #: 23-1603416

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on April 18, 2019 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County issued a written Request for Proposals on June 19, 2018. One (1) proposal was received in response to the Request for Proposals, from Euro Lloyd Travel Group.

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

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

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

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

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

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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


Department Head Signature

1/4/22
Date

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



COUNTY OF NASSAU

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 ☒ If yes, to what campaign committee?

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Julia Ann Liantonio [JULIA@EUROLLOYD.COM]

Dated: 01/14/2022 06:00:27 PM

Vendor: Euro Lloyd Travel

Title: Sales & Marketing

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: Markus Flnke
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] Baden State/Province/Territory: _____ Zip/Postal Code: _____
Country: DE

Business Address: Euro Lloyd Travel, 1900 Hempstead Turnpike, Suite 415
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: 516-228-4970

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	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>09/03/2003</u>
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 ☒ NO ☐ If Yes, provide details.

50% LLC MEMBER

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 ☒ If Yes, provide details.

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

Geschäftsführer (Director) - Reisebüro Bühler GmbH
Schramberg, Baden-Württemberg, Germany

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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? Y

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Markus Finke, 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, Markus Finke, 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.

Euro Lloyd Travel, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Markus Finke [FINKEM@EUROLLOYD.COM]

Shareholder

Title

01/14/2022 07:01:54 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph F. Herzig
Date of birth: 02/07/1978
Home address: 321 West 10th St
City: Lloyd Harbor State/Province/Territory: NY Zip/Postal Code: 11743
Country: US
- Business Address: Euro Lloyd Travel, 1900 Hempstead Turnpike, Suite 415
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: 516-228-4970
- 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	<u>09/03/2003</u>	Treasurer	
Chairman of Board		Shareholder	<u>09/03/2003</u>
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 ☒ NO ☐ If Yes, provide details.

50% LLC MEMBER

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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Compliant Officer - Lufthansa Employee Federal Credit Union

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ 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? Y
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph F. Herzig, 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, Joseph F. Herzig, 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.

Euro Lloyd Travel, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph F. Herzig [HERZIGJ@EUROLLOYD.COM]

President

Title

01/14/2022 06:52:59 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Franz J. Herzig
Date of birth: 04/16/1944
Home address: 1004 Knollwood Road
City: Yonkers State/Province/Territory: NY Zip/Postal Code: 11790
Country: US

Business Address: Euro Lloyd Travel, 1900 Hempstead Turnpike, Suite 415
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: 516-228-4970

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	_____	Treasurer	<u>03/15/1987</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>09/03/2003</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>03/15/1987</u>		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

Lufthansa Employee Federal Credit Union

Presently: Board Advisor
Previously: Board Treasurer; retired 2019

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ 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? Y
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Franz J. Herzig, 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, Franz J. Herzig, 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

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Euro Lloyd Travel, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Franz J. Herzig [HERZIGF@EUROLLOYD.COM]

CEO

Title

01/14/2022 06:43:10 PM

Date

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: 01/14/2022

1) Proposer's Legal Name: Euro Lloyd Travel, LLC

2) Address of Place of Business: 1900 Hempstead Turnpike, Suite 415

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

Address: 1640 Hempstead Turnpike

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

Start Date: 01-APR-80 End Date: 01-MAY-19

3) Mailing Address (if different): same

City: same State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 228-4970

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

4) Dun and Bradstreet number: 79-005-7835

5) Federal I.D. Number: 20-0193615

6) The proposer is a: Other (Describe) LLC partnership

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

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

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ 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 ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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.

EURO LLOYD TRAVEL CONTINUES TO:

- (1) Maintain conscientious HR practices
- (2) Monitor all staff assigned to account
- (3) Monitor all services rendered to the account
- (4) Should a conflict arise, we would contact the County for guidance

- 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 ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

09/03/2003

- 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.

Euro Lloyd Travel, LLC
1900 Hempstead Turnpike, Suite 415
East Meadow, NY 11554

Vender Principals, Partners, Members and Officers:
FRANZ J. HERZIG MEMBER / CEO
JOSEPH F. HERZIG 50% LLC MEMBER / PRESIDENT
MARKUS FINKE 50% LLC MEMBER

No individuals with a financial interest in the company have been attached..

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

Euro Lloyd Travel, LLC
1900 Hempstead Turnpike, Suite 415
East Meadow, NY 11554

Vender Principals, Partners, Members and Officers:
FRANZ J. HERZIG MEMBER / CEO
JOSEPH F. HERZIG 50% LLC MEMBER / PRESIDENT

MARKUS FINKE 50% LLC MEMBER

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

7

vi) Annual revenue of firm;

1000000

vii) Summary of relevant accomplishments

SEE ATTACHED

1 File(s) Uploaded: Nassau County Vendor Bus History - Co Info (Avli & C).pdf

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

B. Indicate number of years in business.

68

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

SEE ATTACHED

1 File(s) Uploaded: Nassau County Vendor Bus History - Co Info (Avli & C).pdf

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 SUNY AT STONY BROOK UNIVERSITY

Contact Person PORSHIA A. RUSSELL

Address W-4559 MELVILLE LIBRARY BUILDING

City STONY BROOK

State/Province/Territory NY

Country US

Telephone (631) 632-6019

Fax #

E-Mail Address porshia.russell@stonybrook.edu

Company SUFFOLK COUNTY POLICE HQ

Contact Person CHARLES PALMER

Address 30 YAPHANK AVENUE

City YAPHANK

State/Province/Territory NY

Country US

Telephone (631) 852-6000

Fax #

E-Mail Address palmecha@suffolkcountyny.gov

Company NYC FIRE DEPARTMENT

Contact Person STEPHEN RUSH

Address	COMMISSIONS OFFICE, 9 METRO TECH CENTER, 8TH FLOOR		
City	BROOKLYN	State/Province/Territory	NY
Country	US		
Telephone	(718) 999-2654		
Fax #			
E-Mail Address	rusfs@fdny.nyc.gov		

I, Julia Ann Liantonio , 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, Julia Ann Liantonio , 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

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Name of submitting business: Euro Lloyd Travel, LLC

Electronically signed and certified at the date and time indicated by:
Julia Ann Liantonio [JULIA@EUROLLOYD.COM]

Sales & Marketing

Title

01/14/2022 06:15:40 PM

Date

Euro Lloyd Travel



**Lufthansa
City Center**

ATTACHMENT 2020



Travel Services / Contract Renewal

**Nassau
County
Police
Department**



Table of Contents

1.	EURO LLOYD TRAVEL	page 2 to 6
	A. Company Profile	
	B. USA Service Locations	
	C. Qualified Staffing	
	D. Website & Online Services	
	E. Industry Affiliations	
	F. Sample Corporate Accounts	
2.	APPROACH TO TRAVEL NEEDS	page 7 to 12
	A. Meeting NCPD Service Requirements	
	B. Disaster Recovery / Business Continuity	
	C. Tracking Travelers	
	D. Reporting	
	E. Operating Systems	
	F. QC Booking Process	
	G. Leisure Travel Service	
	H. Random Surveys	
	I. Meeting & Event Planning	
	J. Commitment to Quality Assurance	
	K. Travel Awareness	
	L. Service Configuration & Staffing	
3.	FINANCIAL STATEMENT	page 13
4.	MISCELLANEOUS	page 14+
	Certificates of Insurance	
	• Certificate of Liability / Commerical General	
	• Certificate of Liability / Workers Compensation & Employers	
	• Certificate of NYS Workers' Compensation Insurance Coverage	
	State of Incorporation & Local Licenses/Agreements	
	• NYS Department of State Incorporation Amendment (DOM LOC)	
	• ARC Bond, Letter of Credit/Cash Deposit	
	• IATA Agent Agreement	
	• NYS Producer License for Travel Accident & Baggage Insurance	
	• NJS Producer License for Travel Accident & Baggage Insurance	

1. Euro Lloyd Travel

A. COMPANY PROFILE

Established in New York City in 1954, today Euro Lloyd Travel (ELT) is ranked among the top corporate travel agencies in the United States. With a 65+ year history and a broad portfolio of services and related technology, ELT is a trusted name for quality travel solutions and cost savings. Our group includes: 3 reservation offices, 1 corp on-site, virtual & leisure sales outlets and an administration office.

ELT provides corporate travel solutions to over 400 companies across the USA, with air travel expenditures that range from a low of \$40,000 to \$6 million plus. Our USA staff numbers between 25 and 35 travel specialists, managers and officers.

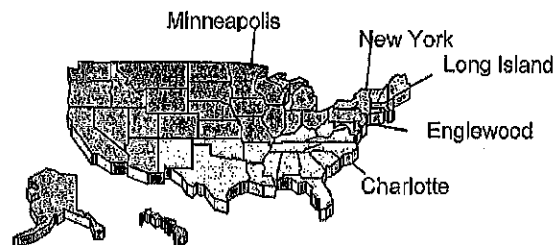
At ELT, we realize how important it is to be more than just a corporate travel agency. By developing diverse distribution channels in e-commerce and consolidator travel, we have become a leading source for delivering best fares in an ever-changing market. Topaz International gave us one of their highest scores in best faring. Even our competitors come to us for fares.

At ELT, we know we have to maintain our reputation, integrity and core competencies.

HISTORIC TIMELINE

- 1954: Company founded by Hapag-Lloyd GmbH as Hapag Lloyd Travel
- 1954: Opens corporate travel offices in key USA cities
- 1983: Opens tour/leisure travel division
- 1991: Lufthansa Airlines acquires Hapag-Lloyd Travel; renames company Euro Lloyd Travel
- 1995: Ranked in "Top 100 USA Corporate Travel Agencies" (Business Travel News)
- 1999: Launches Flights.com and Euroloyd.com
- 2001: Launches online booking engine for corporate clients, Sabre GetThere
- 2003: Appointed as preferred USA sales agent for Hapag-Lloyd Cruises
- 2004: Ranked in "Top 50 USA Corporate Travel Agencies" (Business Travel News)
- 2005: Reisebuero Buehler becomes partner
- 2007: Euro Lloyd Travel becomes member of Lufthansa City Center global agency network
- 2011: Ranked in "Top 39 USA Corporate Travel Agencies" (Business Travel News)
- 2012: Launches mobile application for delivering itineraries and e-tickets, TripCase
- 2015: Develops global reporting system with Lufthansa City Center Group
- 2016: Installs new reporting system and expanded reporting options
- 2017: Relaunches new website, www.euroloyd.com
- 2018: Opens virtual sales locations

B. USA SERVICE LOCATIONS



3 CORPORATE RESERVATION OFFICES	
EURO LLOYD TRAVEL 152 West 36th Street, Room 202 New York, NY 10018 T: 212-629-6470; 800-445-4256 E: nyc@eurolloyd.com	AMERICAN LLOYD TRAVEL 1086 Teaneck Road, Suite 2C Teaneck, NJ 07666 T: 201-568-0881; 800-422-4566 E: eng@eurolloyd.com
EURO LLOYD TRAVEL 8201 Arrowridge Boulevard, Ste 215 Charlotte, NC 28273 T: 704-762-0042; 800-782-3924 E: clt@eurolloyd.com	
CORPORATE ON-SITE	VIRTUAL SALES OUTLET
EURO LLOYD Travel Desk BUHLER GROUP USA Minneapolis, MN	EURO LLOYD TRAVEL New York
RETAIL LEISURE OUTLET	VIRTUAL SALES OUTLET
AMERICAN LLOYD TRAVEL 1086 Teaneck Road, Suite 2C Teaneck, NJ 07666 T: 201-568-0881; 800-422-4566 E: eng@eurolloyd.com	EURO LLOYD TRAVEL South Carolina
ADMINISTRATION OFFICE	
EURO LLOYD TRAVEL Administration/Headquarters 1900 Hempstead Turnpike, Suite 416 East Meadow, NY 11554 T: 516-228-4970; 800-334-0284 E: hdc@eurolloyd.com	
INTERNET SITE	
WWW.EUROLLOYD.COM	



C. QUALIFIED STAFFING

The quality of service in any business is only as good as the people providing it. With this in mind, ELT practices conscientious staff selection to ensure a high level of service for our clients. Our staffing plan guarantees ample personnel with experience in international and corporate travel, meeting planning, specialty travel, technology and administration.

It is a requisite that all employees participate in continuing education programs offered by government and industry experts addressing new technologies and service issues. Recognition and retention programs are in place to motivate personnel and to encourage superior performance.

Dedicated travel consultants have a minimum of 3 years experience for domestic travel and 5 years for international travel.

Experienced MIS personnel is on staff to oversee systems, investigate new technologies and integrate upgrades as needed. They work with clients to implement reporting and online solutions.

D. WEBSITE & ONLINE SERVICES

WWW.EUROLLOYD.COM is a portal for ELT services and products. This is a safe and secure site where travelers can access travel information, online booking tools, travel alerts and related sites, travel profile forms, and more.



E. INDUSTRY AFFILIATIONS

REGULATORY ASSOCIATIONS

- AIRLINES REPORTING CORPORATION (ARC) – Certified agent
- INTERNATIONAL AIR TRANSPORT ASSOCIATION NETWORK (IATAN) – Certified agent

RAIL

- AMTRAK – Authorized agent

NEGOTIATED HOTEL RATES

- THOR24
- TRAVELSAVERS
- TRAVEL LEADERS
- HICKORY –
- HRS
- ABC
- VACATION.COM
- EXPEDIA
- HOTELBEDS
- TRAVCO

CAR RENTAL

- HERTZ USA - #1 Club Gold Membership
- AVIS USA – Wizard Avis Premier Service
- AVIS EUROPE – Negotiated European rate program
- NATIONAL – Emerald membership free

AFTERHOURS EMERGENCY SERVICE

- TRAVELHELPLINE

GROUP ASSOCIATIONS

- LUFTHANSA CITY CENTERS



F. SAMPLE CORPORATE ACCOUNTS

AMERICAN SHIPPING & LOGISTICS
AVIO /FIAT
B BRAUN MEDICAL
BAUER PUBLISHING & MEDIA
BLUM INC
BUHLER GROUP USA (on-site + reservations office)
CAPEZIO BALLET MAKER
DELONGHI
DSV AIR & SEA
EGAIN
ENGLEWOOD HOSPITAL
GERMAN MISSION TO THE UNITED NATIONS
NYC HEALTH & HOSPITAL CORPORATION
HACKENSACK MERIDIAN HEALTH & HOSPITAL
HYTORC GROUP
INTERNATIONAL AUTO LOGISTICS
MOBOTIX CORPORATION
MOUNT SINAI HOSPITAL
NASSAU COUNTY POLICE DEPARTMENT
OIL INSPECTIONS USA
PARAMOUNT GROUP
SALVIN DENTAL SPECIALTIES
STATE OF NEW YORK / CITY OF NEW YORK (Mayor's Office,
Board of Education, Fire Department, Gov't Agencies, etc.)
STONY BROOK UNIVERSITY & HOSPITAL
SUFFOLK COUNTY POLICE DEPARTMENT
UNICREDIT HVB GROUP
WAFRA INVESTMENT ADVISORY GROUP



2. Approach to Travel Needs

A. MEETING NCPD SERVICE REQUIREMENTS

Euro Lloyd Travel Group (ELT) will continue to deliver comprehensive travel services to Nassau County Police Department (NCPD.) Our services include but are not limited to: travel reservations (agent assisted and online), multiple reservation channels for low-fare comparisons, quality control systems, back-office systems for accountability, security and policy compliance. All services are provided in a timely, professional and ethical manner, and according to client needs, and in line with carrier and government rules and regulations.

Furthermore ...

- ELT assigns designated travel consultants to assist NCPD in the travel process and ensure that guidelines are enforced.
- ELT 24/7 travel reservations assistance:
M-F 8:30am to 5:30pm: ELT New York City Reservations Office (Designated Ticketing Office)
M-F 5:30pm to 8:30am: Emergency Afterhours Travel Helpline
Weekends & Holidays: Emergency Afterhours Travel Helpline
ELT travel administration services:
M-F 9:00am to 5:00pm: ELT East Meadow Administration Office
- ELT provides traditional agent-assisted booking services via phone, email, fax. Agent response to a booking request is immediate.
- ELT provides online booking services via the Sabre GetThere booking engine, dependent on client needs and requirements.
- As a faring specialist, ELT offers clients the combined advantages of a corporate, leisure, consolidator and online agency group with special fare agreements. Our multiple distribution channels allows for easy comparison of corporate fares and agreements against promotional and web fares.
- ELT provides clients with local global assistance in more than 80 countries via the Lufthansa City Center agency network.
- ELT provides secure data storage for company and traveler profile information. At time of travel request, the traveler profile is automatically accessed and preferences and vital statistics are pull into the record. The PNR/itinerary can document: passenger name, company, cost center, preferences, carrier, flight number/s, departure and arrival times for each segment, ground transportation arrangements, cancellation options, restrictions, etc.
- ELT emails booking options, itinerary confirmation and e-ticket receipts via TripCase, a web-based, mobile application.
- ELT offers reports for measuring travel volume, analyzing travel patterns, preferred vendors, policy compliance, etc.
- ELT offers consulting assistance for cost-savings analysis, supplier utilization, negotiation and contract support.



B. DISASTER RECOVERY / BUSINESS CONTINUITY

ELT's Long Island office is located in Lufthansa Airline's Headquarters Building, which is supported by a backup generator to ensure continued operation during a power disruption. The Long Island office can support all critical systems in such an event.

ELT maintains multi-level data and staff accessibility in USA branch locations across the nation and after-hours reservation centers in New York, Colorado and Ireland ... for emergency support during major disasters including loss of power, phone, network, or a complete loss of a single site.

C. TRACKING TRAVELERS

Traveler tracking can be facilitated via SABRE TRAVELER SECURITY AND DATA SUITE for on-demand or emergency situations or via a GDS SPECTRA.

In the event of an emergency or crisis, a designated ELT Security Managers will be "on call" to assess and monitor the situation, manage traveler tracking and contact, rearrange reservations when necessary, and maintain ongoing communication with designated client liaisons.

D. REPORTING

Reports (pdf or printed) will be provided according to each client's criteria. ELT's system is flexible enough to create any type of report at the summary or detailed level for any designated time frame. This includes but is not limited to: DEPARTMENT, COST CENTER, PROJECT NO., AIRLINES, CITY PAIRS, CAR COMPANY, HOTEL, PASSENGER NAME, DAY OF TRAVEL, FARE SAVINGS, SERVICE FEES, MISSED SAVINGS, REASON CODE (Udits), ONLINE BOOKINGS, OFFLINE BOOKINGS, CREATIVE SAVINGS, etc.

Customized reports are available at extra cost.

ELT maintains an dedicated MIS staff for back-office functions and reporting.

**E. OPERATING SYSTEMS**

Our operating systems provide customers with end-to-end travel management solutions that offer consistent and proven support, pricing, order processing, inquiry processing and management reporting. All our systems are regularly upgraded. And, we are always investigating new tools for possible integration. Our current corporate travel systems and processes include:

Function	Automation Solution (proprietary and third-party products and services)
RESERVATIONS SYSTEM (GDS)	> SABRE (global distribution system)
ONLINE BOOKING SYSTEM (OBS)	> SABRE GETTHERE (online booking system)
CONTRACTED AIRFARES	(Automatically secured via GDS and OBS)
CONTRACTED HOTEL RATES	ELT consortias for negotiated hotel rates include: > THOR24 > TRAVELSAVERS > TRAVEL LEADERS > HICKORY > HRS > ABC > VACATION.COM > EXPEDIA > GTA /KUONI > TRAVCO
DOCUMENT DELIVERY	> SABRE TRIPCASE (email and mobile applications) > Overnight or messenger service (if necessary)
QUALITY CONTROL	> SABRE > QUALITYMAN
BACK-OFFICE ACCOUNTING	> TRAMS
DATA CONSOLIDATION & REPORTING	> GRASP > HI-MARK > CRYSTAL REPORTS > PRISM
TRIP EXPENSE MANAGEMENT	(Individual on request)
UNUSED TICKET TRACKING	> SABRE > MAGNATECH
PROFILE MANAGEMENT	> SABRE PROFILERSYNC
AFTERHOURS & EMERGENCY SERVICES	> EMERGENCY AFTERHOURS TRAVEL HELPLINE > ELT WHOLLY-OWNED OFFICES > GLOBAL PARTNERS IN OVER 80 COUNTRIES
TRAVELER TRACKING & DATA	> SABRE TRAVELER SECURITY AND DATA SUITE

F. QC BOOKING PROCESS

ELT QC booking process combines personal know-how and automation. We can confidently say, that when booking with our Group, 80% or more of NCPD spending for travel services will be at industry best pricing. We will provide the lowest logical air, hotel and car rates at time of booking and within NYDP's company policy and guidelines. Under our no-quarrel policy, we assume full responsibility for any differences.

6-Stage QC Booking Process:

STAGE 1

At the time of travel request (via booking engine, phone, e-mail, fax), the Traveler Profile is automatically accessed, and his or her travel preferences and vital statistics are pulled into the record. After analyzing the customer's request, the agent or booking system will query the GDS BargainFinder feature for availability and price comparison, including web fares. GDS fares are further compared to ELT and client negotiated rates and to any offline airfares and vendor promotions. Negotiated rates are stored in our GDS and online booking systems and flagged for easy agent access at time of booking. Each record for international tickets is transmitted to our International Rate Desk for further savings or trip enhancement (better connection, upgrade, lounge pass, etc.).

STAGE 2

Booking options within policy are returned to the traveler for review and pre-trip approval. Applicable confirmation numbers, booking conditions and cancellation policies will be outlined on the travel itinerary. Itineraries and e-tickets are delivered by the email and mobile application, TRIPCASE.

STAGE 3

Once a booking or several parallel bookings (waitlist) are selected, an automated QC system will continuously audit the selected reservation for PNR checks, policy compliance, best possible seat and lowest possible fare until the last logical ticketing deadline.

STAGE 4

Before ticketing, a Quality Control Supervisor will conduct a final audit and, if necessary, will rearrange with the client, certain segments/flights/carriers to achieve the best pricing and routing in line with policy compliance. If an airfare is unusually high, we will offer alternatives that include but are not limited to stopover flights, Saturday night stays, alternate routing and 3rd party vendors.

STAGE 5

ELT will continue to monitor for a lower fare, if the ticketed airfare is refundable. Searching for lower non-refundable fares after ticketing is redundant, as carriers (by policy) do not open lower fare buckets.

G. LEISURE TRAVEL SERVICE

We will provide NCPD employees and their families with convenient and professional leisure travel service. When booking, NCPD employees will share 50/50 in any commission earned. We also offer a special 10% discount for published Euro Lloyd Tours' European Vacations and Hapag-Lloyd Cruises.

H. RANDOM SURVEYS

Periodically, our QC Department will randomly survey recent travelers to monitor service levels. We measure customer satisfaction through one-on-one communication because we believe that our customers are the best gauge of our service. When a customer expresses a need, we will address that need.

I. MEETING & EVENT PLANNING

ELT provides meeting and event planning services. However, since projects vary, we require detailed specifications before we can develop and submit a "proposal" with suggested services and costs. Services can include (but are not limited to) site selection, vendor negotiations (air, hotel, car rental, rail, etc.), time-lines, promotional material, registration, room control, budget management, ground transportation, sightseeing, tournament planning, food and beverage, audio visual, entertainment, pre-post programs, companion programs, VIP assistance, documentation, hospitality desk and program evaluation.

J. COMMITMENT TO QUALITY ASSURANCE

ELT will initiate regular dialogue and meetings with NCPD liaisons, when necessary, to review processes and requirements, monitor service levels, discuss issues in cost-savings and vendor alliances, etc.

K. TRAVEL AWARENESS

www.eurolloyd.com - portal for ELT products and services
webinars / workshops -- available as needed and on request

L. SERVICE CONFIGURATION & STAFFING

For NCPD Dedicated to Service & Quality - Administration -	For NCPD Dedicated to Service & Quality - Ticketing Facility -
<p>Euro Lloyd Travel Group (USA Headquarters) 1900 Hempstead Turnpike, Suite 415 East Meadow, NY 11554 Tel: 516-228-4970, 800-334-0284 Fax: 516-228-8258 eMail: hdd@eurolloyd.com Hours: M-F 8:30am-5:30pm</p> <p>Staff Franz J. Herzig, CEO (40+ yrs) Joseph Herzig, President (20+ yrs) Lourdes Velez, Acctg + Reporting Svcs (17+ yrs) Marina Almonte, ARC + BackOffice Svcs (17+ yrs) Julia Ann Llanonito, Sales/Mktg Consultant (30+ yrs) Ron Remick, MIS Consultant (22+ yrs)</p>	<p>Euro Lloyd Travel Group 152 West 36th Street, Room 202 New York, NY 10018 Tel: 212-629-5470, 800-445-4256 Fax: 212-643-0223 eMail: NYC@eurolloyd.com Hours: M-F 8:30am-5:30pm</p> <p>Staff Debbie Filarakos, Director Ops & Corp Solutions (30+ yrs) Julia Quezada, TVL Agent (20+ yrs) Yvette Ycaza, TVL Agent (17+ yrs) Umesh Sharma, VIP Desk (30+ yrs) Adrian Samuels, On-Site Agent (20+ yrs)</p>
<p>◀ ◀ ◀ Emergency Afterhours Travel Helpline ▶ ▶ ▶</p> <p>Travel Helpline is a 3rd-party call center functioning as an extension of ELT and staffed by 15 to 35 experienced agents, on rotating shifts, around the clock. Hours: before and after hours + weekends + holidays</p>	
<p>◀ ◀ ◀ Nationwide Backup ▶ ▶ ▶</p> <p>ELT wholly-owned offices, will assist as needed: New York NY, East Meadow NY, Englewood NJ, Charlotte NC, Greenville SC</p>	
<p>Backup Branch Offices and Afterhours Agents are fully briefed and can access client policies and procedures, including monetary limits and approval processes. They can handle traveler requests directly in the original record or create a new record with respective company and traveler profile information secured from our system, and in line with individual travel policies and billing procedures.</p>	

3. Financial Statement

The Euro Lloyd Travel, LLC is a privately held limited liability company, with 2 shareholder members (50/50). The company has been in business for over 66+ years, is certified by ARC (Airline Reporting Corporation) and meets all the capital requirements of the airline industry.

The structure of Euro Lloyd Travel, LLC encompasses multiple intra-company accounts, the main tax I.D. numbers being: Euro Lloyd Travel, LLC (20-019-6915) and American Lloyd Travel, LLC (20-025-3159).



4. Miscellaneous Items

Certificates of Insurance

- Certificate of Liability / Commerical General
- Certificate of Liability / Workers Compensation & Employers
- Certificate of NYS Workers' Compensation Insurance Coverage

State of Incorporation & Local Licenses/Agreements

- NYS Department of State Incorporation Amendment (DOM LCC)
- ARC Bond, Letter of Credit/Cash Deposit
- IATA Agent Agreement
- NYS Producer License for Travel Accident Insurance & Baggage Insurance
- NJS Producer License for Travel Accident Insurance & Baggage Insurance

COUNTY OF NASSAU

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

1. Name of the Entity: Euro Lloyd Travel, LLC

Address: 1900 Hempstead Turnpike, Suite 415

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

2. Entity's Vendor Identification Number: 20-0196915

3. Type of Business: Ltd. Liability Co (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 Nassau County Vendor Disclosure Form Q-4.docx

No principals have been attached to this form.

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.

1 File(s) uploaded Nassau County Vendor Disclosure Form Q-5.docx

No shareholders, members, or partners have been attached to this form.

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 ☒

(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:
Julia Ann Lantonio [JULIA@EUROLLOYD.COM]

Dated: 01/14/2022 06:20:02 PM

Title: Sales & Marketing

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 but 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.

**Nassau County Vendor
Consultant's, Contractor's and Vendor's Disclosure Form File Attachment**

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):

Euro Lloyd Travel, LLC
1900 Hempstead Turnpike
East Meadow, NY 11554

Vender Principals, Partners, Members and Officers:

FRANZ J. HERZIG	MEMBER / CEO
JOSEPH F. HERZIG	50% LLC MEMBER / PRESIDENT
MARKUS.FINKE	50% LLC MEMBER

**Nassau County Vendor
Consultant's, Contractor's and Vendor's Disclosure Form File Attachment**

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.

Euro Lloyd Travel, LLC
1900 Hempstead Turnpike
East Meadow, NY 11554

Vender Principals, Partners, Members and Officers:

FRANZ J. HERZIG	MEMBER / CEO
JOSEPH F. HERZIG	50% LLC MEMBER / PRESIDENT
MARKUS FINKE	50% LLC MEMBER



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 28, 2022

The County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501

Account Information:

Policy Holder Details :	EURO LLOYD TRAVEL LLC
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2022

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

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

PRODUCER STERLINGRISK/PHS 12120211 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):
INSURED EURO LLOYD TRAVEL LLC 1900 HEMPSTEAD TPKE STE 415 EAST MEADOW NY 11554-1702	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company	NAIC# 30104
	INSURER B: Property and Casualty Insurance Company of Hartford	34690
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		12 SBA AR7PFL	04/12/2022	04/12/2023	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)
	PROPERTY DAMAGE (Per accident)						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		12 WBC GZ0532	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

The County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 11, 2022

The County of Nassau
1550 FRANKLIN AVE
MINEOLA NY 11501-4801

Account Information:

Policy Holder Details :	EURO LLOYD TRAVEL LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name and address of Insured (use street address only) EURO LLOYD TRAVEL, LLC. 1900 HEMPSTEAD TPKE STE 415 EAST MEADOW NY 11554-1702 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-228-4970 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-0196915
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The County of Nassau 1650 FRANKLIN AVE MINEOLA NY 11501-4801	3a. Name of Insurance Carrier Property and Casualty Insurance Company of Hartford 34690 3b. Policy Number of Entity Listed in Box "1a": 12 WBC GZ0532 3c. Policy effective period: 01/01/2022 to 01/01/2023 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> Included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation Insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Danielle Clausen* 01/11/2022
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



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)

EURO LLOYD TRAVEL, LLC.
1900 HEMPSTEAD TURNPIKE, SUITE 415
EAST MEADOW, NY 11554

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

5162284970

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

20-0196915

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

The County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier

Standard Security Life Insurance Company of New York

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

62998-00

3c. Policy effective period

1/1/2013

to

8/9/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 8/10/2021

By

(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141

Name and Title SUPERVISOR-DBL/POLICY SERVICES

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, Planis Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York Workers' Compensation Board

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

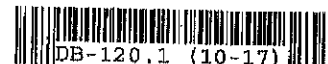
Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Purchasing, having its principal office at One West Street, Mineola, New York 11501; the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501; the Nassau County Sheriff's Office, having its principal office at 100 Carmen Avenue, East Meadow, New York 11554; the Nassau County Department of Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501; and the Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (collectively, the "Department"), and (ii) Euro Lloyd Travel Group, having its principal office at 1900 Hempstead Turnpike, East Meadow, New York 11554 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000007 between the County and Contractor, executed on behalf of the County on April 18, 2019, as amended by amendment one (1), County contract amendment number CLPD20000008, executed on behalf of the County on February 10, 2021 (the "Original Agreement"), Contractor provides travel service to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 21, 2018 until August 20, 2021, unless sooner terminated in accordance with the provisions of the Original Agreement; provided, however, that the County may renew the Original Agreement under the same terms and conditions for two (2) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed One Hundred Seventy-five Thousand Dollars (\$175,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 20, 2023.

2. Maximum Amount. (a) The Maximum Amount of the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Amendment Maximum Amount") so that the Maximum Amount of the Amended Agreement shall be Three Hundred Twenty-five Thousand Dollars (\$325,000.00).


(b) Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Contractor further acknowledges that there shall be no encumbrance under this Amendment. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.


[Remainder of Page Left Intentionally Blank]

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

EURO LLOYD TRAVEL GROUP

By: 
Name: Franz J. Herzog
Title: CEO
Date: 15-March-2021

NASSAU COUNTY

By: 
Name: Tanya L. Fox
Title: County Executive
☒ Deputy County Executive
Date: 10/7/21

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)S5.4

COUNTY OF NASSAU)

On the 15th day of March, in the year 2021 before me personally came Franz J. Herzig 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 CEO of Euro Lloyd Travel 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.

Glenn J. Thompson
NOTARY PUBLIC

Elaine E. Thompson
Notary Public, State of New York
No. 01TH6317003
Qualified in Suffolk County - Certified in Nassau County
Commission Expires December 22, 2022

STATE OF NEW YORK)

(SS.:

COUNTY OF NASSAU)

On the 7 day of October in the year 2021 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Notary Public



AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Purchasing, having its principal office at One West Street, Mineola, New York 11501; the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501; the Nassau County Sheriff's Office, having its principal office at 100 Carmen Avenue, East Meadow, New York 11554; the Nassau County Department of Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501; and the Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (collectively, the "Department"), and (ii) Euro Lloyd Travel Group, having its principal office at ~~1640 Hempstead Turnpike~~, East Meadow, New York 11554 (the "Contractor").
1900 Hempstead Turnpike, Suite 415

WITNESSETH:


30-Dec-2020

WHEREAS, pursuant to County contract number CQAT18000007 between the County and Contractor, executed on behalf of the County on April 18, 2019 (the "Original Agreement"), Contractor provides travel service to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 21, 2018 until August 20, 2021, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Seventy-five Thousand Dollars (\$75,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services and increase the Maximum Amount.

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

1. Services. Subsections (b) and (c) of Section 2 of the Original Agreement shall be amended to read as follows:

b. Payment for all travel arrangements shall be made by the individual traveling employee by personal credit card or other means acceptable to the Contractor, with the exception of the travel arrangements for the Nassau County Police Department, Sheriff's Office (including the Corrections Center), and Probation Department, which shall be paid as set forth in subparagraph (c)(i) below. Payment for arrangements provided pursuant to this paragraph shall be the sole responsibility of the traveling employee, who will seek reimbursement from the County for properly authorized travel expenses. The County will have no direct

liability to the Contractor for any travel arrangements made pursuant to this paragraph.

c. The Contractor shall arrange for all phases of official business travel related to the extradition or transport of prisoners requested by designated members (as supplied by each department) of the Police Department, Sheriff's Office, and Probation Department. Payment for such Services and travel arrangements shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County 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. Under no circumstance shall the Contractor permit purchase by any unauthorized member unless expressly approved by a designated member. The County shall not be responsible for payment of any tickets sold to any unauthorized purchasers by the Contractor.

2. Maximum Amount. (a) The Maximum Amount of the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00) so that the Maximum Amount of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Hundred Seventy-five Thousand Dollars (\$175,000.00) ("Amended Maximum Amount").

(b) Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Contractor further acknowledges that there shall be no encumbrance under this Amendment. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Left Intentionally Blank]

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

EURO LLOYD TRAVEL GROUP

By: [Signature]
Name: Franz J. Herzig
Title: CEO
Date: 07-JAN-2020

NASSAU COUNTY

By: [Signature]
Name: Talip J. Fox
Title: County Executive
☒ Deputy County Executive
Date: 2/10/2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

35.

COUNTY OF NASSAU)

On the 07th day of January in the year 2020 before me personally came Franz J. Herzig, 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 CEO of Euro Lloyd Travel, LLC, 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.

Alvin J. Thompson
NOTARY PUBLIC

Elaine E. Thompson
Notary Public, State of New York
No. 01TH6317003
Qualified in Suffolk County • Certified in Nassau County
Commission Expires December 22, 30 ²⁰²⁴

STATE OF NEW YORK)

155

COUNTY OF NASSAU)

On the 10 day of February In the year 2021 before me personally came Tatum Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01V16180782
COMM. EXP. 08/04/2014
COMMISSIONED IN NASS COUNTY

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Purchasing, having its principal office at 1 West Street, Mineola, New York 11501, the Nassau County Police Department, having its principal office at 1440 Franklin Avenue, Mineola, New York 11501, the Nassau County Corrections Center, having its principal office at 100 Cammen Avenue, East Meadow, New York 11554, the Nassau County Department of Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501, and the Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (collectively, the "Department"), and (ii) Euro Lloyd Travel Group, having its principal office at 1640 Hempstead Turnpike, East Meadow, New York 11554 (the "Contractor").

WITNESSETH:

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

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

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

WHEREAS, the Contractor was selected to provide these services to the Department and possibly other County agencies which require similar services, during the term of this Agreement.

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

1. Term. This Agreement shall commence on August 21, 2018 and shall terminate on August 20, 2021, unless sooner terminated in accordance with the provisions of this Agreement; provided however, this Agreement may be renewed for two (2) additional one (1) year periods for a possible total term of five (5) years. The option to renew the Agreement shall be at the sole discretion of the County.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as enumerated in Exhibit A, attached hereto and made a part hereof, and shall include, but not be limited to the following:

a. Arrange for all phases of official business travel, as requested, for County employees, including booking and reservations, as follows:

- i) Airline travel, domestic and international;
- ii) Train and/or bus transportation, booked with commercial bus transportation companies such as Greyhound and Trailways;
- iii) Vehicle rentals;
- iv) Lodgings, including initiating and confirming reservation rate.

v) The Contractor shall negotiate on behalf of the County all rates and special discount rates for the Services and shall arrange for the lowest applicable rate for the Services, consistent with the County's needs.

vi) After securing reservations, the Contractor shall promptly issue each traveler with an itinerary/invoice/receipt, which includes a confirmation of all applicable reservation rates.

vii) The Contractor shall not impose a minimum or maximum number of airline tickets to be purchased for the entire period, or part thereof, covered under this Agreement.

viii) The Contractor must permit all ticket purchases by each Department to be made via telephone.

ix) The Contractor shall extend all available discounts on all purchases without prior notification.

x) The Contractor shall ensure all airline tickets purchased from the Contractor may be of the restricted or unrestricted type, according to the needs of the purchasing Department. The Contractor may not refuse sale of either type.

xi) Tickets purchased by the County may be for round-trip and/or one-way. There will be no additional fees imposed by the Contractor for less than round-trip purchase, other than those fees imposed by the air or rail carrier.

xii) The Contractor must adjust, re-ticket, or re-purchase restricted type tickets upon need of the County without imposing any additional service fee, other than that assessed by the air or rail carrier.

xiii) The Contractor shall not impose any minimum requirements in terms of duration of trip (i.e., weekend stay requirement), to purchase tickets or receive applicable discounts given by air carriers.

xiv) The Contractor shall provide timely delivery of tickets, itineraries, boarding passes, and other applicable travel documents no later than two business days prior to departure for routine travel requirements.

xv) The Contractor shall issue electronic or paper tickets, as provided by air carrier, and shall not impose additional fees for paper ticketing if so required by air carrier.

xvi) The Contractor shall, if applicable, obtain advance air carrier approval for (a) prisoner transport travel and (b) the carrying of firearms by Police Department, Corrections Department and Probation Department members.

xvii) The Contractor shall provide services staffed by travel agent personnel, at a minimum from 8 a.m. to 5 p.m., Monday through Friday, except designated holidays and outside these designated hours shall provide access to a twenty four (24) hour toll-free "800" telephone number nationwide for routine and emergency requests. The County shall have full access to reservation records and reservation systems under this emergency toll-free service.

xviii) The Contractor shall issue electronic tickets with email capabilities as the preferred method of delivery to the County.

b. Payment for all travel arrangements shall be made by the individual traveling employee by personal credit card or other means acceptable to the Contractor, with the exception of the travel arrangements for the Nassau County Police Department, as set forth in subparagraph (c) (i) below. Payment for arrangements provided pursuant to this paragraph shall be the sole responsibility of the individual traveling employee, who will seek reimbursement from the County for properly authorized travel expenses. The County will have no direct liability to the Contractor for any travel arrangements made pursuant to this paragraph.

c. The Contractor shall similarly arrange for all phases of official business travel related to the extradition or transport of prisoners requested by designated members (as supplied by each department) of the Police Department, Corrections Department and Probation Department. Payment for such services shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher in a form satisfactory to the County 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. Under no circumstance shall the Contractor permit purchase by any unauthorized member unless expressly approved by a designated member. The County shall not be responsible for payment of any tickets sold to any unauthorized purchasers by the Contractor.

3. Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement shall not exceed Seventy-five Thousand Dollars (\$75,000.00) (the "Maximum Amount"). The amount to be paid to the Contractor by the County is the sum of (1) a transaction fee for Services rendered according to the schedule of fees in Exhibit B, attached hereto, and made a part hereof; and (2) the corresponding cost of the ticket. Payment shall be made to the Contractor in arrears as set forth in sub-paragraph (c) below.

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

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

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. (i) Contractor acknowledges and agrees that all records, information, and data that Contractor acquires in connection with performance under this Agreement will be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing Services under this Agreement ("Confidential Information"). Contractor shall maintain the Confidential Information of the Department in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to Contractor's personnel with a need to know and engaged in a permitted use. Contractor shall not disclose Confidential Information to third parties except (A) as permitted under this Agreement; (B) with the written consent of

the Department (and then only to the extent of the consent); or (C) to the extent required by an order of a Court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by Court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and the Department or County relating to Contractor's Services for the Department, County or this Agreement.

(II) The foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (A) previously known to Contractor, (B) independently developed by Contractor, (B) acquired by Contractor from a third party without continuing restriction on use, or (C) which is, or becomes, publicly available through no breach by Contractor of this Agreement.

(III) All data or other materials furnished by the Department or County for use by Contractor under this Agreement shall remain the sole property of the County and will be held in confidence in accordance with this Agreement. Such data and materials will be returned to the Department upon completion of the Services.

(IV) The provisions of this subsection shall survive the termination of this Agreement.

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

(f) 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.

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

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

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

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor

shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually

("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (ix) If to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty-six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Exemitory Clause. Notwithstanding any other provision of this Agreement:

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


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise

lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

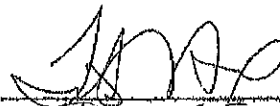
[Remainder of Page Intentionally Left Blank.]

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

EURO LLOYD TRAVEL GROUP

By: 
Name: Franz J. Harzig
Title: CEO
Date: November 27, 2018

NASSAU COUNTY

By: 
Name: John J. Fox
Title: County Executive
☒ Deputy County Executive
Date: 4/18/19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the 27 day of November in the year 2018 before me personally came Franz J. Herzig 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 CEO of Euro Lloyd Travel LLC, 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.

Blaine B. Thompson
NOTARY PUBLIC

Blaine B. Thompson
Notary Public, State of New York
No. 01TH6317003
Qualified in Suffolk County • Certified in Nassau County
Commission Expires December 22, 2022

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the 18 day of April in the year 2019 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tatum J. Fox
NOTARY PUBLIC

TANYA CARTER
Notary Public, State of New York
No. 01CA8672835
Qualified in Nassau County
Commission Expires April 15, 2022

Exhibit A

Section 2(B - E), pages 8 and 10 of ELT RFP Proposal

NASSAU COUNTY / POLICE DEPARTMENT



B. MEETING NCPD SERVICE REQUIREMENTS

Euro Lloyd Travel Group (ELT) will continue to deliver comprehensive travel services to Nassau County Police Department (NCPD). Our services include but are not limited to: travel reservations (agent assisted and online), multiple reservation channels for low-fare comparisons, quality control systems, back-office systems for accountability, security and policy compliance. All services are provided in a timely, professional and ethical manner, and according to client needs, and in line with carrier and government rules and regulations.

Furthermore ...

- * ELT assigns designated travel consultants to assist NCPD in the travel process and ensure that guidelines are enforced.
- * ELT 24/7 travel reservations assistance:
M-F 8:30am to 6:30pm: ELT New York City Reservations Office (Designated Ticketing Office)
M-F 6:30pm to 8:30am: Emergency Afterhours Travel Helpline
Weekends & Holidays: Emergency Afterhours Travel Helpline
ELT travel administration services:
M-F 8:00am to 6:00pm: ELT East Meadow Administration Office
- * ELT provides traditional agent-assisted booking services via phone, email, fax. Agent response to a booking request is immediate.
- * ELT provides online booking services via the Sabre GetThere booking engine, dependent on client needs and requirements.
- * As a faring specialist, ELT offers clients the combined advantages of a corporate, leisure, consolidator and online agency group with special fare agreements. Our multiple distribution channels allows for easy comparison of corporate fares and agreements against promotional and web fares.
- * ELT provides clients with local global assistance in more than 80 countries via the Lufthansa City Center agency network.
- * ELT provides secure data storage for company and traveler profile information. At time of travel request, the traveler profile is automatically accessed and preferences and vital statistics are pulled into the record. The PNR/Itinerary can document: passenger name, company, cost center, preferences, carrier, flight number/s, departure and arrival times for each segment, ground transportation arrangements, cancellation options, restrictions, etc.
- * ELT emails booking options, itinerary confirmation and e-ticket receipts via TripCase, a web-based, mobile application.
- * ELT offers reports for measuring travel volume, analyzing travel patterns, preferred vendors, policy compliance, etc.
- * ELT offers consulting assistance for cost-savings analysis, supplier utilization, negotiation and contract support.

C. DISASTER RECOVERY / BUSINESS CONTINUITY

ELT's Long Island office is located in Lufthansa Airline's Headquarters Building, which is supported by a backup generator to ensure continued operation during a power disruption. The Long Island office can support all critical systems in such an event.

ELT maintains multi-level data and staff accessibility in USA branch locations across the nation and after-hours reservation centers in New York, Colorado and Ireland ... for emergency support during major disasters including loss of power, phone, network, or a complete loss of a single site.

D. TRACKING TRAVELERS

Traveler tracking can be facilitated via SABRE TRAVELER SECURITY AND DATA SUITE for on-demand or emergency situations or via a GDS SPECTRA.

In the event of an emergency or crisis, a designated ELT Security Managers will be "on call" to assess and monitor the situation, manage traveler tracking and contact, rearrange reservations when necessary, and maintain ongoing communication with designated client liaisons.

E. REPORTING & DATA SECURITY

ELT utilizes the travel industry's leading travel management reporting systems to measure cost savings and provide detailed travel data for our clients.

Reports are provided in various formats and according to each client's criteria. ELT's system is flexible enough to create any type of report at the summary or detailed level for any designated time frame. This includes but is not limited to: DEPARTMENT, COST CENTER, PROJECT NO., AIRLINES, CITY PAIRS, CAR COMPANY, HOTEL, PASSENGER NAME, DAY OF TRAVEL, FARE SAVINGS, SERVICE FEES, MISSED SAVINGS, REASON CODE (Udite), ONLINE BOOKINGS, OFFLINE BOOKINGS, CREATIVE SAVINGS, etc. Customized reports are available at extra cost.

ELT is PCI DSS compliant and processes and stores company and traveler-related data in a secure environment.

ELT maintains an dedicated MIS staff for all back-office functions and reporting.

Exhibit B

AIRLINE TICKETS, TRAIN & BUS BOOKINGS:

\$11 For Credit Card Transactions

\$19 For Receivables (in arrears) Transactions

CAR / VEHICLE RENTAL:

No Fee

LODGING:

No Fee

TICKET EXCHANGE:

No Fee (exception: vendor pass through fees)

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to

commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor,

services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Franz J. Herzig, CEO, Euro Lloyd Travel, LLC (Name)

1640 Hempstead Turnpike, East Meadow, NY 11554 (Address)

516-228-4970 (Telephone Number)

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

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

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

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

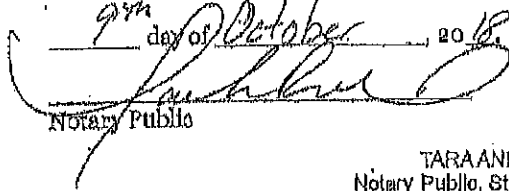
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

October 09, 2018
Dated


Signature of Chief Executive Officer

Franz J. Herzig, CEO, Euro Lloyd Travel, LLC
Name of Chief Executive Officer

Sworn to before me this

9th day of October, 2018

Notary Public

TARAANN REIHL
Notary Public, State of New York
No. 01RE6260028
Qual. in Supplement
My commission expires April 16, 2022