



E-172-17

**Contract ID:** CQHE17000006

**Department:** Health

**Capital:**

SERVICE: Transportation Mgmt

NIFS ID #: CQHE17000006

NIFS Entry Date: 26-JUN-17

Term: from 01-SEP-17 to 31-AUG-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Swissport SA LLC</b>	Vendor ID#: <b>113319570</b>
Address: 2150 Smithtown Avenue Ronkonkoma NY 11779	Contact Person: Michael Maddi
	Phone: 631-737-0600

<b>Department:</b>	
Contact Name: Ginny Mundy	
Address: 200 County Seat Drive Mineola NY 11501	
Phone: 516-571-8589	

2017 JUL 21 P 12:29  
NASSAU COUNTY  
CLERK OF COUNTY CLERK

## Routing Slip

Department	NIFS Entry: X	30-JUN-17 -- GMUNDY
Department	NIFS Approval: X	12-JUL-17 -- GMUNDY
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	12-JUL-17 -- MKAKOL
County Atty.	Insurance Verification: X	12-JUL-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	12-JUL-17 -- DMCDERMOTT
Dep. CE	Approval: X	24-JUL-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	13-JUL-17 -- MREYNOLDS

<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To Provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs,. Services are for children who require transportation from home to center-based programs approved by New York State.
<b>Method of Procurement:</b> RFP was advertised in Decemeber, 2016. RFP submissions were opened mid-January, 2017 and evaluated in early March, 2017. Award letter to Swissport was sent on April 25, 2017.
<b>Procurement History:</b> This contractor hasd provided these services in satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.
<b>Description of General Provisions:</b> Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of T5ansportation regulations and other applicable laws.
<b>Impact on Funding / Price Analysis:</b> First year of a 5 year contract will not exceed \$353,028.00 subject to available funding. Contract amounts for following 2nd, 3rd,4th and 5th years are as follow: \$360,743.00, (2nd), \$370,386.00, (3); \$380,270.00 (4th); and \$390,402.00 (5th). Contract amounts are 59.5% state aid reimbursable.
<b>Change in Contract from Prior Procurement:</b> First year contract amount \$358,028.00 is \$38,151.00 less than the prior contract 5th (final) year amount \$396,179.00.
<b>Recommendation:</b> (approve as submitted) Approved as Submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	HEGEN5400PP760	\$ 353,028.00
Control:	HE54	Contract:				\$ 0.00
Resp:	5400	County	\$ 142,976.00			\$ 0.00
Object:	PP760	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 210,052.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 353,028.00</b>		<b>TOTAL</b>	<b>\$ 353,028.00</b>
RENEWAL						
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

**1. Vendor:** Swissport SA LLC

**2. Dollar amount requiring NIFA approval:** \$353028

**Amount to be encumbered:** \$353028

This is a New

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

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

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

**3. Contract Term:** 9/1/2017 - 8/31/2020

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 59.5

County % 40.5

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

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:**

To Provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.

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

Nassau County Attorney as to form Y

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	Date	Amount

## 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.

RDALLEVA

12-JUL-17

**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.**

RULES RESOLUTION NO.        – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF HEALTH AND SWISSPORT SA LLC

WHEREAS, the County has negotiated a personal services agreement with Swissport SA LLC, to provide continuing assistance to the County in managing and overseeing contracts with private transportation companies, the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Swissport SA LLC.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Swissport SA, LLC

CONTRACTOR ADDRESS: 2150 Smithtown Avenue, Ronkonkoma, NY 11779

FEDERAL TAX ID #: 41-2040570

**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 December 6, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on January 25, 2017 [date]. 2 [state #] proposals were received and evaluated. The evaluation committee consisted of: Three members of the Health Dept., one member of the Office of Management and Budget and one member of the Department of Social Services. 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 \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

6/30/17  
\_\_\_\_\_  
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? If yes, to what campaign committee?

No

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.

Dated: 5/14/17

Vendor: Swissport LLC  
Signed: [Signature]  
Print Name: Michael Maddi  
Title: Director

# 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 Swissport SA, LLC / Michael Maddi  
Date of birth 7/10/1951  
Home address 2150 Smithtown Ave  
City/state/zip North Babylon, NY 11770  
Business address 2150 Smithtown Ave  
City/state/zip Ronkonkoma NY 11779  
Telephone 631-737-3778  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) Michael Maddi 1985 - Present

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 not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 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 details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.

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

a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this 24 day of May 2017

  
Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

SWISSPORT SA LLC  
Name of submitting business

MICHAEL MASSI  
Print name

  
Signature

DIRECTOR US  
Title

5, 24, 17  
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 DANY NASR  
Date of birth 02/01/77  
Home address 3500 CHURCH LANE  
City/state/zip FALL CHURCH VA 22030  
Business address 45025 AVIATION DR STE 350  
City/state/zip DULLES VA 20166  
Telephone 703-742-4325  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 06/01/16 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ 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 not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

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



**CERTIFICATION**

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

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

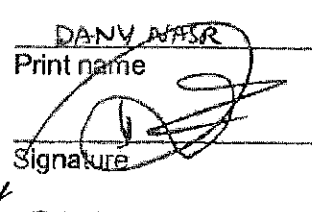
Sworn to before me this 8<sup>th</sup> day of JUNE 2017

  
\_\_\_\_\_  
Notary Public

PHUONG-CAC S NGUYEN  
NOTARY PUBLIC  
NOTARY #7703897  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 10-31-2020

SWISSPORT SA, LLC  
Name of submitting business

DANY NASR  
Print name

  
Signature

PRESIDENT  
Title

6 / 08 / 2017  
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 KEVIN K. JOYCE  
Date of birth 10/1/1975  
Home address 45025 AVIATION DR STE 350  
City/state/zip DULLES VA 20166  
Business address 45025 AVIATION DR STE 350  
City/state/zip DULLES VA 20166  
Telephone (571) 298-1557  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer 02/09/2017  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ 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 not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) Yes
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.

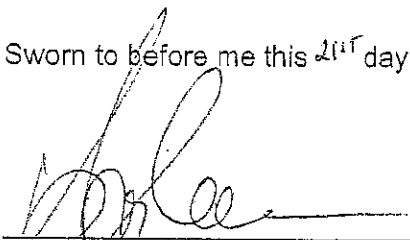
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details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

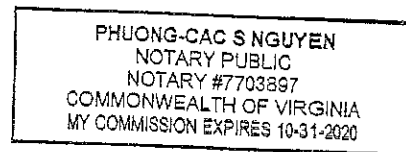
**CERTIFICATION**

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

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

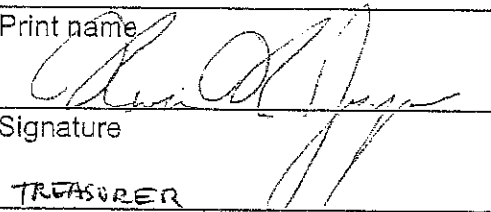
Sworn to before me this 21<sup>st</sup> day of JUNE 2017

  
\_\_\_\_\_  
Notary Public



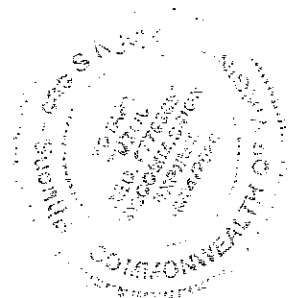
SWISSPORT SA, LLC  
Name of submitting business

KEVIN K JOYCE  
Print name

  
Signature

TREASURER  
Title

6 / 21 / 2017  
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 DAWN ELLIOTT BAKLEY  
Date of birth 03/24/65  
Home address 7125 74th Street  
City/state/zip Orlando, FL 32827  
Business address 45025 AVIATION DRIVE STE 350  
City/state/zip DULLES VA 20166  
Telephone (703) 742-4325  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 01/01/2014  
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.
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 not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness of the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

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



# **CERTIFICATION**

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

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

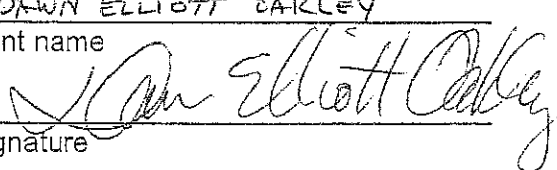
Sworn to before me this 7<sup>th</sup> day of JUNE 2017

  
\_\_\_\_\_  
Notary Public

PHUONG-CAC S NGUYEN  
NOTARY PUBLIC  
NOTARY #7703897  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 10-31-2020

SWISSPORT SA, LLC  
\_\_\_\_\_  
Name of submitting business

DAWN ELLIOTT OAKLEY  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Secretary  
\_\_\_\_\_  
Title

06, 07, 2017  
\_\_\_\_\_  
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 MICHAEL K. HARGETT  
Date of birth 01/05/69  
Home address 10601 WILLOW BLVD  
City/state/zip CHURCHMAN VA 22029  
Business address 45025 AVIATION DR STE 350  
City/state/zip DULLES VA 20166  
Telephone (571) 363-8005  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer 06/20/16 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(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 not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO \_\_\_\_;  
If Yes, provide details.  
See attached.

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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

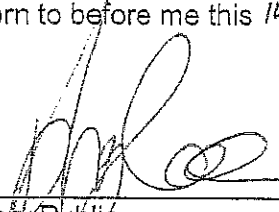
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each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

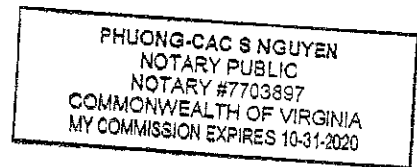
# **CERTIFICATION**

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

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

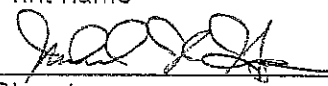
Sworn to before me this 14<sup>th</sup> day of JUNE 2017

  
\_\_\_\_\_  
Notary Public



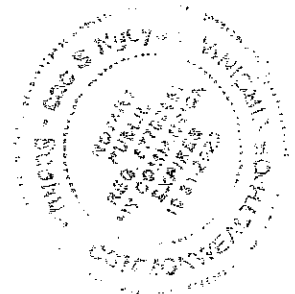
SWISSPORT SA, LLC  
\_\_\_\_\_  
Name of submitting business

MICHAEL K. HARGETT  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

**Michael K. Hargett**  
**Chief Financial Officer**  
\_\_\_\_\_  
Title

6 / 14 / 2017  
\_\_\_\_\_  
Date



## PRINCIPAL QUESTIONNAIRE FORM

Michael K. Hargett

Question 5. Officer of any business other than the one submitting the questionnaire.

Name of Company or Organization	Nature of Business	Description of the Position Held	Start Date and End Date, if applicable	Reason for the Termination of Activity, if applicable
Egatematrix, LLC	US-based asset management, sourcing and procurement, and airline-catering software development	VP	12/31/2008 – 11/20/2015	Resigned employment from gategroup
Gate Gourmet, Inc.	gategroup airline caterer in the U.S.	VP and Treasurer	12/31/2012 – 11/20/2015	Resigned employment from gategroup
gategroup US Finance, Inc.	gategroup holding and finance company	Treasurer	12/31/2010 – 11/20/2015	Resigned employment from gategroup
gategroup US	gategroup holding company	Treasurer	12/31/2010 – 11/20/2015	Resigned employment from gategroup
deSter Holding B.V.	World's leading supplier to airlines for food presentation and service concepts and materials	Supervisory Board Member	2/05/2009 – 10/31/2014	Replaced with local finance representative
Gate Gourmet Northern Europe	gategroup airline holding company and retail on board caterer in Denmark	Director	5/7/2010 – 10/13/2014	Replaced with local gategroup finance representative
gategroup Finance (Luxembourg)	gategroup holding and finance company	Director	6/14/2011 – 12/17/2014	Replaced with European based Group finance representative
gategroup Financial Services Sarl	gategroup holding and finance company	Manager	6/14/2011 – 12/17/2014	Replaced with European based Group finance representative

### 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: 5/22/17

1) Proposer's Legal Name: Swissport SA, LLC

2) Address of Place of Business: 2150 Smithtown Ave, Ronkonkoma, NY 11779

List all other business addresses used within last five years:

none

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

Phone: ~~631-277-7778~~

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: ~~00010000~~

5) Federal I.D. Number: ~~26-1041000~~

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation ☒ Other (Describe) LLC

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: Aviation Services world wide, but not from this location.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the 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. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



If Yes, provide details for each such conviction \_\_\_\_\_

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 conviction. \_\_\_\_\_

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 occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? 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. \_\_\_\_\_

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.

All employees are required to complete an annual conflict of interest form.

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.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation; JULY 1952
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See Attachment A
- iii) Name, address and position of all officers and directors of the company; See Attachment B
- iv) State of incorporation (if applicable); See Attachment B
- v) The number of employees in the firm; see
- vi) Annual revenue of firm; 3.6 Billion
- vii) Summary of relevant accomplishments Management of Suffolk, Nassau & Orange Counties.
- viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 65 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. 33 YEARS OF Pre School Experience

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 Suffolk County Dept of Health

Contact Person ~~Robert J. ...~~ Director

Address 50 Laser Ct.

City/State Hempstead, NY

Telephone (718) 853-3220

Fax # (718) 853-2500

E-Mail Address N/A

Company Orange County Dept of Health  
Contact Person ~~Christopher Emerson Deputy Commissioner~~  
Address 124 Main St.  
City/State Goshen, NY 12845  
Telephone 845-281-2323  
Fax # 845-291-2418  
E-Mail Address \_\_\_\_\_

---

Company Suffolk County Dept of Social Services  
Contact Person ~~Veronica Rothman Housing Director~~  
Address 3005 Veterans Hwy.  
City/State Ronkonkoma, NY 11779  
Telephone 631-854-2508  
Fax # 631-854-2502  
E-Mail Address N/A

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.

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

Sworn to before me this 24 day of MAY 2017

  
Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

Name of submitting business: SWISSPORT SA LLC

By MICHAEL MASSI  
Print name

  
Signature

DIRECTOR US  
Title

5/24/17  
Date

## Swissport SA, LLC

Page 1 of 1

as of 6/26/17

Title	Name	#. Street, City, State. Zip Code
<u>OFFICERS</u>		
President	Dany Nasr	Swissport SA, LLC 42025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Michael Hargett	Same address as above
Vice President	Frank Mena	Same address as above
	Roger Larreur	"
	Mark Norris	"
	Michael Kilchherr	"
Treasurer	Kevin Joyce	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above

AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SWISSPORT SA, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

JANUARY 1, 2015

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of SWISSPORT SA, LLC, a Delaware limited liability company (the "Company"), is hereby adopted by Servisair Americas, LLC, a Delaware limited liability company, the sole member of the Company (the "Member"), in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended (the "DLLCA"), to govern the affairs of the Company and the conduct of its business.

BACKGROUND

WHEREAS, the original Limited Liability Company Operating Agreement for the Company was adopted on May 31, 1996. An Amended and Restated Limited Liability Company Agreement was adopted on May 1, 2012.

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement in its entirety as set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived from them, the Member agrees as follows:

1. Formation. The Company was originally organized as a Delaware limited liability company on April 18, 1996, when its Certificate of Formation was filed with the Delaware Secretary of State.

2. Name. The name of the Company is "SWISSPORT SA, LLC", and all Company business must be conducted in that name or such other names that comply with applicable law.

3. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the DLLCA and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.

4. Registered Office and Registered Agent. The registered office of the Company required by the DLLCA to be maintained in the State of Delaware shall be the office of the registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board of Directors (as hereinafter defined) may designate in the manner provided by law. The registered agent of the Company in the State of Delaware shall be

the registered agent named in the Certificate or such other person or persons as the Board of Directors may designate in the manner provided by law.

5. Foreign Qualification. Prior to conducting business in any other jurisdiction other than the State of Delaware, the Company shall comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

6. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Board of Directors may designate, which need not be in the State of Delaware. The Company may have such other offices as the Board of Directors may designate.

7. Member. By virtue of the fact that the Member owns and controls all issued and outstanding Membership Interest in the Company, the Member is the Sole Member of the Company as of the effective date of this Agreement. The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 18-304 of the DLLCA.

8. Common Shares. Henceforth, as used herein, the term "Common Share" shall mean an undivided fractional part of all of the limited liability company interests (as defined in the DLLCA) of the Company and shall include all rights, powers, and obligations possessed by the members of the Company under the DLLCA, the Certificate, and this Agreement. The Company is henceforth authorized to issue 100 Common Shares, all of which shall be issued to the Member in exchange for the contribution of capital or other property previously contributed by the Member as identified in the tax records of the Company and shall be considered outstanding. Any person (as defined in the DLLCA) to whom a Common Share is transferred shall become and be admitted as a member of the Company with respect to such Common Share upon such transfer. A person shall resign as and cease to be a member of the Company when all of such person's Common Shares have been transferred to another person. The Common Shares of the Company shall be certificated, and any share certificate shall be deemed validly issued when signed by the President and Secretary of the Company.

9. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient, or incidental to or for the furtherance of the purposes set forth in Section 3, including any and all powers set forth in the DLLCA.

10. Term. The Company's existence shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the DLLCA, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the DLLCA. No other event shall cause a dissolution of the Company.

11. Management. Subject to the provisions of the DLLCA and any limitations in this Agreement as to action to be authorized or approved by the Member, all management powers over the business and affairs of the Company shall be henceforth exclusively vested in a board of managers (the "Board of Directors" or the "Board"). Collectively, the Board of Directors shall

constitute "managers" of the Company within the meaning of the DLLCA. The Board of Directors may delegate certain of its powers to officers (the "Officers"), who shall be agents of the Company. No Member, by virtue of its status as a member of the Company, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors and of the Officers shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.), as amended (the "DGCL"). Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors who shall act collectively as a board by resolution duly adopted, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers. In addition to the powers that now or hereafter can be granted to managers under the DLLCA and to all other powers granted under any other provision of this Agreement, the Board of Directors (subject to Section 12 of this Agreement) and the Officers (subject to Section 14 of this Agreement and the direction of the Board of Directors) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company. An individual Director shall have no independent authority to act on behalf of the Company except as may be specifically delegated to him or her by the Board of Directors.

12. Board of Directors.

(a) Number, Election and Term. The number of members of the Board of Directors (each, a "Director") that shall constitute the whole Board of Directors shall initially be equal to four. From time to time, the Member may fix the number of Directors, but the Board shall consist of not less than one (1) member. The Directors shall be elected by the Member at such times as determined by the Member, except as provided in Section 12(b), and each Director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or members of the Company. Effective immediately, the directors of the Company shall be Matt Ellingson and Joseph J. Phelan.

(b) Vacancies, Additional Directors, and Removal From Office. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any Director, or otherwise, or if any new directorship is created by an increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, or a sole remaining Director, may choose a successor or fill the newly created directorship; and a Director so chosen shall hold office until his successor shall be duly elected and shall qualify, unless sooner displaced. Any Director may be removed either for or without cause at any special meeting of the Member duly called and held for such purpose.



(c) Regular Meeting. A regular meeting of the Board of Directors is not required to be held each year. If a regular meeting is held, such regular meeting shall be held at such place and time as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

(d) Special Meeting. A special meeting of the Board of Directors may be called by the Chief Executive Officer or by the President and shall be called by the Secretary on the written request of any two Directors. The Chief Executive Officer or President so calling, or the Directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

(e) Notice of Special Meeting. Written notice of special meetings of the Board of Directors shall be given to each Director at least 48 hours prior to the time of such meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(f) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the DLLCA, by the Certificate, or by this Agreement. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(g) Action Without Meeting. Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Section 12(i) of this Agreement, may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile, or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile, or other reproduction shall be a complete reproduction of the entire original writing.

(h) Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by a majority of the disinterested Directors or the Member; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of Directors. No provision of this Agreement shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefore.

(i) Committee of Directors.

(i) Designation. Powers and Name. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each such committee to consist of two or more of the Directors of the Company. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the Company as may be provided in such resolution. The committee may authorize the seal of the Company to be affixed to all papers that may require it. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

(ii) Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

(iii) Compensation. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Member shall so determine.

13. Notice.

(a) Methods of Giving Notice. Whenever, under the provisions of applicable statutes, the Certificate or this Agreement, notice is required to be given to any Director, member of any committee, or the Member, such notice may be given in writing and delivered personally or mailed to such director, member of any committee, or the Member; provided that in the case of a Director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a Director, member of a committee, or the Member shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of the Member, to the Member at the Member's address as it appears on the records of the Company or, in the case of a Director or a member of a committee, to such

person at his business address. Notice to Directors and the Member may also be given by facsimile telecommunication. Notice may also be given to any Director, member of any committee or the Member by a form of electronic transmission as that term is defined in Section 232 of the DGCL.

(b) Written Waiver. Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate, or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

14. Officers.

(a) Officers. The Officers shall be a Chief Executive Officer, a President, a Treasurer and a Secretary. In addition, the Board may elect one or more Vice Presidents (any one or more of which may be designated Executive Vice President or Senior Vice President), and such other Officers and agents, including Assistant Secretaries and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. None of the Officers need be a Director, and none of the Officers need be a member of the Company.

(b) Election and Term of Office. The Officers shall be elected by the Board of Directors at such times as determined by the Board of Directors. Each Officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal.

(c) Removal and Resignation. Any Officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Company shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any Officer may resign at any time by giving written notice to the Company. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Vacancies. Any vacancy occurring in any office of the Company by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

(e) Salaries. The salaries of all Officers and agents of the Company shall be fixed by the Board of Directors or pursuant to its direction; and no Officer shall be prevented from receiving such salary by reason of his also being a Director.

(f) Chief Executive Officer. A Chief Executive Officer, if such office is created, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Company. The Chief Executive Officer shall preside over any meetings of the stockholders. Effective immediately, the Chief Executive Officer of the Company shall be Joseph J. Phelan.

(g) President. The President shall have the general charge of the management of the business and affairs of the Company, subject to the control of the Board of Directors, shall ensure that all orders and resolutions of the Board of Directors and the Member are carried into effect and shall perform such other duties as from time to time may be prescribed by the Member or the Board of Directors. The President shall preside at any meetings of the Board of Directors of the Member at which the Chief Executive Officer of the Board is not present. Effective immediately, the President shall be Joseph J. Phelan.

(h) Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Senior or Executive Vice President (or in the event there shall be no Vice President designated as Senior or Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors. Effective immediately, Matt Ellingson is elected Senior Vice President of the Company. Additionally, each of Gregory B. Reeves, Frank Clemente, Steven A. Gomez, Frank Mena, Roger Larreur, Mark Norris and Michael Kilchherr is elected a Vice President of the Company.

(i) Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever and deposit all such moneys in the name of the Company in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 15(c) of this Agreement; (iii) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, and at such other times as may be required by the Board of Directors or the President, a statement of financial condition of the Company in such detail as may be required; and (iv) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Treasurer shall be Sean M. Klinge.

(j) Secretary. The Secretary shall (i) keep the minutes of the meetings of the Member, the Board of Directors and committees of Directors; (ii) see that all notices are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the records and of the seal of the Company, and see that the seal of the Company or a facsimile thereof is affixed to all documents, the execution of which on behalf of the Company under its seal is duly authorized in accordance with the provisions of this

Agreement; (iv) keep or cause to be kept a register of the post office address of the Member which shall be furnished by the Member; and (v) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Secretary shall be Dawn Elliott Oakley.

(k) Assistant Secretary and Treasurer. The Assistant Secretaries and Assistant Treasurers (if any are appointed) shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent Officer from the responsibilities and liabilities of his office. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Company shall not have any Assistant Secretaries or Assistant Treasurers at this time.

15. Contracts, Checks and Deposits.

(a) Contracts. Subject to the provisions of Section 14(a), the Board of Directors may authorize any Officer, Officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company. In the absence of any specific authorization issued by the Board of Directors, however, the signature of two officers shall be required to bind the Company to any contract or other legal commitment.

(b) Checks. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, shall be signed by such Officer or Officers or such agent or agents of the Company, and in such manner, as shall be determined by the Board of Directors.

(c) Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Board of Directors may select.

16. Contributions: Distributions.

(a) Contributions. The Member shall make additional capital contributions to the Company at such times and in such amounts as determined by the Member in the Member's sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

(b) Distributions. The Company shall make distributions to the Member at such times and in such amounts as may be determined by the Board of Directors. Notwithstanding any other provision of this Agreement, neither the Company, nor the Board of Directors on behalf of the Company, shall make a distribution to the Member on account of its interest in the Company if such distribution would violate the DLLCA or other applicable law.

17. Indemnification of Directors and Officers.

(a) Third Party Actions. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Actions by or in the Right of the Company. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Chancery or such other court shall deem proper.

(c) Mandatory Indemnification. To the extent that a Director, Officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 17(a) and 17(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Determination of Conduct. The determination that a Director, Officer, employee, or agent has met the applicable standard of conduct set forth in Sections 17(a) and 17(b) (unless indemnification is ordered by a court) shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by the Member.

(e) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Section 17.

(f) Indemnity Not Exclusive. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any other provision of this Agreement, other agreement, vote of the Member, or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) Definitions. For purposes of this Section 17:

(i) "the Company" shall include, in addition to the Company, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Section 17 with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued;

(ii) "other enterprises" shall include employee benefit plans;

(iii) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(iv) "serving at the request of the Company" shall include any service as a Director, Officer, employee, or agent of the Company that imposes duties on, or involves services by, such Director, Officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and

(v) a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 17.

(h) Continuation of Indemnity. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

18. Mergers, Consolidations, and Conversions. Subject to the requirements of the DLLCA, the Company may be a party to a merger, consolidation, conversion, or other transaction authorized by the DLLCA.

19. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented, or restated in any manner permitted by applicable law and approved by the Member.

20. Construction. Unless the context otherwise requires: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter; (b) references to Sections refer to Sections of this Agreement; and (c) words used in the singular shall also denote the plural, and words used in the plural shall also denote the singular. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Tax Matters. For as long as the Company remains a single-member limited liability company, it shall be disregarded for federal and state tax purposes. All provisions of the Certificate and this Agreement are to be construed so as to preserve that tax status unless and until the Member makes a valid alternative election.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.



IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement to be effective as of January 1, 2015 at 12:09 a.m.

SERVISAIR AMERICAS, LLC

A Delaware limited liability company

Sole Member

By: 

Name: Joseph J. Phelan

Title: President/Chief Executive Officer

By: 

Name: Dawn Elliott Oakley

Title: Secretary

COUNTY OF NASSAU

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

1. Name of the Entity: Swissport SA, LLC

Address: 2150 Smithtown Ave.

City, State and Zip Code: Ronkonkoma, NY 11779

2. Entity's Vendor Identification Number ~~XXXXXXXXXXXX~~

PLEASE  
CIRCLE →

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

See Attachment A

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.

None

## Swissport SA, LLC

Page 1 of 1

as of 6/26/17

Title	Name	#. Street, City, State. Zip Code
<u>OFFICERS</u>		
President	Dany Nasr	Swissport SA, LLC 42025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Michael Hargett	Same address as above
Vice President	Frank Mena	Same address as above
	Roger Larreur	"
	Mark Norris	"
	Michael Kilchherr	"
Treasurer	Kevin Joyce	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above

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.

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

None

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

None

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

None

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

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

Dated: 5/14/17

Signed: 

Print Name: Michael Maddi

Title: Director

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Swissport SA LLC, a New York State corporation, having its principal office at 2150 Smithtown Avenue, Ronkonkoma, NY 11779 (the "Contractor").

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

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

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

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

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

1. Term. This Agreement shall commence on September 1, 2017, and terminate on August 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Contractor shall provide the services as detailed in the attached Appendix B ("Services"). The Contractor will provide continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations. The Contractor is required to manage and supervise the conduct and operation of the bus companies and to assist the County in drafting specifications for future transportation services bids.

3. Payment.

(a) Consideration.

(i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed One Million Eight Hundred Fifty-four Thousand Eight Hundred Twenty-nine Dollars (\$1,854,829), payable in accordance with the fee schedule attached to this Agreement as Appendix A.

(ii) Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, as set forth in Appendix A. Contractor further acknowledges that the initial encumbrance under this Agreement shall be Three Hundred Fifty-three Thousand Twenty-eight Dollars (\$353,028), payable for the first contract year, September 1<sup>st</sup>, 2017 through August 31<sup>st</sup>, 2018. 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. (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 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 Appendices EE, L, and D (the Business Associate Addendum) 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, constitutes a material breach of this Agreement, the occurrence of which may 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 Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her

activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

8. Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review". The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such form as prescribed by the Department. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

9. 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.

10. 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 and two million dollars (\$2,000,000) aggregate coverage, (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 (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 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.

11. 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.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 90 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 90 days prior to the termination date (or a shorter period if 90 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.

13. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six 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. 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.

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

(a) Notice. At least 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 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 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.

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 business days after it is mailed or one business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to

the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Appendix A	Fee Schedule
Appendix B	Services
Appendix BB	Medicaid List for <u>Restricted, Terminated or Excluded Individuals or Entities Review</u>
Appendix D	BUSINESS ASSOCIATE ADDENDUM
Appendix EE	Equal Employment Opportunities for Minorities and Women
Appendix L	Certificate of Compliance

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 supercedes 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 Five Hundred Thirty-three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 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. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

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

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

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

(c) The Department will notify the Contractor in writing at least One Hundred and Twenty (120) days prior to the end of each Agreement year of the availability of funds and the Department's intent to continue this Agreement.

22. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance 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.

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

Swissport SA, LLC

By: 

Name: MICHAEL MADI

Title: DIRECTOR US

Date: 5/14/17

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Chief Deputy County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



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

On the 14 day of May in the year 2017 before me personally came Michael Hall 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 Director of TRANSLATION US, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

R. Thomas Masters

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

**R. THOMAS MASTERS**  
Notary Public, State of New York  
No. 02MA4890307  
Qualified in Nassau County  
Commission Expires March 30, 2019

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

**FEE SCHEDULE**

	Flat Fee Per Student per Month	Maximum Contact Amount	Cumulative Contract Amount
Year 1	\$21.27	\$353,028	\$353,028
Year 2	\$21.73	\$360,743	\$713,771
Year 3	\$22.32	\$370,386	\$1,084,157
Year 4	\$22.91	\$380,270	\$1,464,427
Year 5	\$23.52	\$390,402	\$1,854,829

Cost per student based on RFP data plus active Parent Mileage Reimbursement students 16600 will be billed at  $\frac{1}{2}$  of the Flat Fee per Student per month.

Administrative services for Parent Mileage Reimbursement will be provided at no additional cost to the County.

## Appendix B

### Services



- Check vehicle safety equipment including fire extinguisher, first aid kit, seat belts, body fluid kits, emergency window and door operation
- Review driver's license
- Review operation of vehicle horn, headlights, turn signals, emergency flashers and windshield wipers
- Fleet cleanliness
- Vehicle maintenance files

Swissport's inspectors also review driver and assistant loading and unloading procedures to ensure all safety precautions are being followed.

Each inspector will record their monthly inspections and will submit them to the County monthly in a report **SEE ATTACHMENT F**

Swissport will provide each field site inspector with an all wheel drive vehicle equipped with two-way radios and GPS.

9. Conduct regular meetings with the contractor(s) to reinforce effective safety strategies and participate in safety training workshops. A safety library must be maintained which must include films, videotapes and materials for utilization by contractor staff, Department personnel and educational facility personnel for the improvement of transportation services and safety. This information will be included in the vendor's monthly report to the DOH/OCSN.

#### **RESPONSE:**

Swissport conducts annual Driver/Driver Assistant sensitivity training. Prior to approval, Swissport requires the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the course of the school year, Swissport conducts spot audits of all routes.

Swissport has developed an extensive transportation library. Swissport will continually expand their library through professional workshops and seminars.



10. Assure the adequate operation of the contractor(s) communications systems.  
This information will be included in the vendor's monthly report to the DOH/OCSN.

**RESPONSE:**

As part of the transporter's bid specifications prepared by the County, it mandatory that they supply a sufficient number of radios for our inspector vehicles. This enables us to monitor the communication between the contractor and their drivers. It provides us with up to the minute vehicle status if there is a delay, breakdown, accident, traffic situation, etc.

Swissport also monitors the transporters thru their GPS systems which is compatible with our computer system.

11. Utilize a private meteorological service and assist the County in determining whether to suspend transportation due to weather.

**RESPONSE:**

As mentioned in the Qualification and Experience section of our response, Swissport provides snow removal, salting, sanding and deicing services at many airports throughout the United States. In order for Swissport to operate effectively, it is necessary for Swissport to contract with a private meteorological service to provide us with weather forecast for each area.

Swissport currently provides the private meteorological service in our existing contract with the County and will continue to do so if awarded the contract.

When our private weather service warns of pending inclement weather, Swissport's management staff is on call 24/7 to monitor and evaluate the conditions. On any inclement weather day, prior to transportation service, Swissport's management staff is in contact with each transportation company so transportation can be provided in the safest manner.



12. Monitor the existence of proper safety and training programs at the contractor(s) facilities. the information will be included in the vendor's monthly report to the DOH/OCSN.

**RESPONSE:**

As part of the RFB's contract specifications, all drivers and assistants are required to be in compliance with Article 19A of the New York State Vehicle and Traffic Law and Section 156.3 of the regulations of the Commissioner of Education.

In addition to the above, we required that each schools bus driver employed by the Transporter shall have received at least two hours of instruction on school bus safety practices before transporting students. During the first year of employment, each driver and assistant shall complete a course of instruction in school bus safety practices. Swissport requires all drivers and assistants attend training seminars conducted by each school they service. The transporters are required to conform to any changes made by regulatory agencies pertaining to the instruction of school bus drivers. During safety and training sessions representatives of Swissport are present and participate in the sessions to ensure compliance with contract specifications.

13. Under the approval of the Director of OCSN, conduct periodic meetings with educational facility staff and parents to review services. This information will be included in the vendor's monthly report to the DOH/OCSN.

**RESPONSE:**

Swissport has and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN. Swissport will continue to participate in all transportation workshops, as well as, continue to actively develop and participate in Driver and Assistant Orientation Meetings.

14. Prepare, maintain and update a Parent Transportation brochure in accordance with current DOH/OCSN policy, procedures and requirements. This



brochure shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers, etc.

**RESPONSE:**

Swissport has both the English and Spanish versions of our parent pamphlet. Swissport has maintained and printed our pamphlet as the County requested.

15. Respond to all inquires and complaints regarding the transportation service and maintain a monthly log of the communications. This information will be included in the vendor's monthly report to the DOH/OCSN. Complaints with a potential serious consequence such as motor vehicle accidents, ambulance response or security involvement of any type must be immediately reported to DOH/OCSN.

**RESPONSE:**

Swissport handles all transportation issues in the preschool program. When a complaint is received, depending on the nature and severity of it, our field staff may respond by immediately going out into the service area and meeting the driver and assistants. If the complaint is about routing or equipment, Swissport will research the matter and expedite a solution in a timely manner.

All calls received by Swissport's staff are logged on our daily telephone log sheet and will be included in the monthly report.

Swissport's management team always keeps the Director of OCSN informed of any situation that may have serious consequences. The Director and any other county member that the Director authorizes, has a Swissport cell number that a Swissport manager may be reached at all times.



16. The vendor will serve as the liaison between the educational facilities', transportation coordinators, parents and the DOH/OCSN

**RESPONSE:**

Swissport works directly with preschool programs and parents regarding all aspects of the preschool transportation program. Swissport has arranged meetings between parents and transporter to discuss incidents and to make sure all family member were comfortable with transportation.

At the start of every program year there are always transportation concerns. Swissport works closely with the provider school, parent and transporter to work through these issues

The children's safety and well-being are our priority. If Swissport is awarded this contract we will continue to foster our relationships with the provider schools and transporters and make sure that all their transportation needs are met.

17. Review and approve all bus routes, in addition to making day-to-day changes which seem necessary with respect to routes, number of vehicles and other operating matter, and inform the Department of such changes within seven days. The vendor will include in the monthly report all routes with less than three children including efforts to reduce or eliminate these low occupancy vehicles (LOV).

**RESPONSE:**

Prior to the start of the summer and fall programs and whenever a change is needed for bus routes Swissport reviews, approves and if necessary, will do dry runs of routes to ensure contract compliance. At the start of the 2015- 2016 school year Swissport eliminated seventeen routes (17). The transporters presented us the routes for approval and through our skill, experience and routing program we were able to delete those routes for a savings of approximately \$97,635.05. At the start of the 2016 2017 Swissport eliminated twenty four (24) routes for a saving of

14





approximately \$168,707.00.

In addition, Swissport maintains stringent oversight of all operating matters and the number of vehicles and routes so as to improve cost effectiveness of the program without affecting safety and reliability.

Swissport maintains a monthly report of all Low Occupancy Vehicles (LOV Routes). The only time Swissport authorizes a LOV route is when there are less than three children attending a facility or session.

18. Prepare reports to the Department as directed, including periodic notification of failures by transporters to comply with specifications or maintain the services and inquiries and complaints and their disposition.

#### **RESPONSE:**

Swissport provides the County with the following reports:

- Student List - Complete list of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- Student Counts by Provider School-A tally of all active students for the month in each Provider School. This is a numerical report.
- Cost Per Student - A breakdown of the cost per student in each zone.
- Vendor Contract Compliance - This report will show the Liquidated Damages for the month and the cost.

Early Intervention Busing only

- All EIP - A complete alphabetical list sorted by zone of all authorized EIP students for the month.
- Authorization Renewal - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.

Swissport currently sends the above reports to the County Finance Department. If Swissport is selected the above reports along with a monthly narrative will be provided to the Director of the DOH/OCSN.



19. Develop protocols in response to any contract violations and maintain a record of such violations and subsequent corrective action. this information will be included in the vendor's monthly report to the DOH/OCSN.

**RESPONSE:**

Swissport current protocol for contract violations is as follows:

- When a contract violation occurs Swissport advises the transporters of the incident and related potential liquidated damages.
- When contract violations are serious in nature Swissport will inform DOH/OCSN of the incident immediately.
- Violations are faxed to the contractor on the next business day.
- Swissport holds monthly meetings with the Management Team to review all the liquidated damages for the month
- Each violation is reviewed and assessed a dollar amount. All violations are reviewed with the transporter to enforce all policies and procedures.
- Swissport submits documentation of Liquidated Damage assessments with the transporter's monthly invoice to the County.

Swissport will continue our current protocol and include the information in a monthly report.

20. Conduct other activities necessary to establish and promote high quality transportation services.

**Response:**

As stated elsewhere in our proposal, for the past 31 years, Swissport has provided high quality full transportation management services for the county.

Swissport requires every driver and assistant to meet with one of our staff to approve them before they can service the program. This ensures that we only use the most qualified transportation people in our program.



Swissport worked carefully with the County, Provider School, School Districts and parents to ensure that before transportation would begin for a child their emergency drop off information was updated and viable. This was to ensure the child's well-being in the event that their caregiver was not home at the end of their school day.

Swissport's staff is well seasoned and extensively trained in pupil transportation. Every staff member attends all required New York State transportation refresher classes and we will continue with our transportation education so that we are knowledgeable on all the new laws and regulations.

21. Establish and operate an emergency notification system in order to provide timely communication to parents, providers and OCSN of any changes or cancelations to transportation as a result of weather or other unplanned events. Notification should occur at least one hour before the scheduled trip.

**RESPONSE:**

Swissport has an account with One Call Now which is an automated phone messaging service used by many school districts in the United States. One Call now will notify all the Preschool Parents on the morning of inclement weather that transportation will not be provided. All the provider schools are on our call list too. We have used this service for the past few years and it has been successful. Swissport also speaks directly with many of the directors from various provider schools to keep them informed of weather and road conditions.

If Swissport is selected we would like to expand our use of One Call Now. Swissport would include notification at the start-up of a program year to let parents know that a bus will be coming by to do "their dry run". Swissport is confident that this notification will decrease the number of calls the County and Provider Schools receive from parents wanting to know if busing is starting for their child.

22. Review contractor(s) certified invoices and supporting documentation in accordance with the County Comptroller's reasonable requirements; certify that, to the best of its knowledge, such invoices are correct/ and submit same to the Department for payment by the County (indicating any adjustments, i.e. liquidated damages, if appropriate).



RESPONSE:

Under Swissport's existing contract we complete a monthly review of each of the contractor's invoices. The review includes, but is not limited to route structure, to ensure that each segment of a route is assembled in the proper route. Swissport's team reviews each route to make certain of the time of first pickup and the last drop off by comparing the route information to a GPS printout or time sheets signed by parents, number of students per route, to ensure maximum vehicle utilization. Swissport also reviews route time and route package time, to make sure that each route segment and package is being properly billed. A final review of the County claim voucher is done to make certain that all of the routes are listed and billed properly. Swissport is very experienced at processing and teaching new transporters how to prepare their voucher for the county.

23. Prepare and audit Parent Mileage Reimbursement (PMR) claims and submit to DOH/OCSN.

RESPONSE:

Swissport currently processes the Nassau County Parental Mileage Reimbursement program. A Swissport staff member must enter all new authorized students (children in the preschool program 3-5 and children in the early intervention program birth to 2years 11 months) into our Versa Trans system. For all Early Intervention children Swissport will mail packets to the families and update their authorization numbers.

The following information highlights how Swissport processes a claim:

- check for authorization (bussing, one-way or round trip)
- Attendance form filled out by a school representative and signed by parent
- Claim voucher - filled out and signed by parent
- taxpayer identification form if needed
- Swissport generates MapQuest directions to be submitted with claim



- calculate mileage by the number of days a child attended, reimbursement rate, and by the number of trips the child is authorized for
- Swissport makes copies for the child's file
- Twice a month on the 1st and 15th we prepare an excel spread sheet for the county, separated by preschool and early intervention
- the student list and original claims are then mailed to the County

Swissport processes children in the Parental Mileage Reimbursement Program daily but can only submit claims twice a month (the first and the fifteenth).

24. Computerized Routing Software Requirements - The Vendor shall supply and utilize computerized routing software that is capable of tracking the following program and vehicle requirements in a format to be approved by the Department: The current routing software program being utilized is Versa Trans; however the Vendor can operate any comparable software program.

#### RESPONSE:

Swissport currently uses Versa Trans. The Department has approved this software's ability of meeting the requirements of the program.

Versa Trans is a leading Student Transportation Management software, which is being utilized by thousands of school districts in the United States including many Long Island School districts.

The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing and scheduling software. The flexibility of the software is that it can handle both door-to-door pick-ups and locations stops. Versa Trans can graphically identify children's special needs (i.e. wheelchair) to ensure the proper vehicle is assigned to the student.

- Route Scheduling - Swissport's software is capable of detailing the time the bus will need to complete the assigned route. Swissport's highly experience staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. A field



inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length and time.

- Vehicle - Swissport performs monthly vehicle inspections and monitors routes for contractual compliance and validity. Swissport processes changes to a route on a daily bases or as needed to ensure that all information is correct and up to date. Swissport enters assigned route numbers in the student records. Route numbers are updated through daily route change logs.
- Route Optimization - Swissport utilizes state of the art digital maps. Swissport has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County routes are running efficiently. Swissport staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies.

Swissport will continue to work with DON/OCSN with any further changes or enhancements to the databases or reporting features. Swissport will also continue to research other software programs to stay current with electronic programs.



- e) PROVIDE A DESCRIPTION OF REPORTS AND IN WHAT FORMATS THEY ARE AVAILABLE (PROVIDE SAMPLES).

RESPONSE:

Swissport provides the County with the following reports:

- Student List - Complete list of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- Student Count by Provider School-A tally of all active student for the month in each Provider School. This is a numerical report.
- Cost Per Student - A breakdown of the cost per student in each zone. Vendor Contract Compliance - This report will show both the Liquidated Damages for the month and the cost per student.

Early Intervention Busing only

- All EIP - A complete alphabetical list sorted by zone of all authorized EIP student for the month.
- Authorization Renewal - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.

.. All of Swissport's reports are prepared in excel at the County's request.

# swissport

## Records and Reporting Requirements

1. The Contractor shall maintain computerized files of reports on drivers and driver assistants of each transporter under County contract. The Contractor is required to make these files available to the NCDOH upon request.

**Response:**

*SWISSPORT's Versa Trans software contains an entire database for the purpose of maintaining and tracking drivers and driver assistant files. Data fields are made up of 19A, New York State and Nassau County drivers/driver assistant's rules and regulations, reports are run by transporters and verified by SWISSPORT for compliance. SWISSPORT will provide a monthly or on demand reports. Report can be customized to the fit NCDOH needs and transmitted electronically to the Department.*

2. The Contractor shall assist with and monitor each transporter for photo identification of drivers and driver assistants employed in the performance of the program. The Contractor is required to make these files available to the NCDOH upon request.

**Response:**

*SWISSPORT requires that transporters submit a photocopy of each driver's New York State driver's license with each new Driver 19A sheet. Since driver assistants are not required to have a New York State driver's license, SWISSPORT will require a copy of each driver assistant's company photo ID badge. Photo ID's for both driver and driver's assistants are verified along with all other records during driver file and audits of the transporters records. Versa Trans' Software allows SWISSPORT to scan the photo ID into the system as part of the Drivers and Driver Assistants record.*

*Inspectors check drivers and drivers assistant's photo ID as part of their inspection process. Inspectors then verify in SWISSPORT's Versa Trans' driver files database that the Transporter has submitted the photo ID to SWISSPORT.*

3. The Contractor shall maintain a file on each child transported from the time he/she enters the program. A report must be compiled that includes such information as required by the NCDOH (e.g., authorization, transportation changes, and special transportation needs). The Contractor is required to retain all records for children for a period of seven years after the last date of enrollment.



**Response:**

*SWISSPORT starts each school year (July) with a new database for that school year. SWISSPORT runs parallel databases for the current school year when preparing a new database for the upcoming school year. Past school years databases are archived on SWISSPORT's server and can be accessed at any time.*

*SWISSPORT enters the Student information for both CPSE (3-5 year olds) and Early Intervention (birth-2 years 11 months) from the Transportation Request Forms (TRF's) into the Versa Trans student database.*

*Each Student's record allows SWISSPORT to store and track pertinent information to assist in providing safe and reliable transportation services. This information is included but not limited to Student name, date of birth, legal address, Phone contact numbers, pick up and drop off address, provider school session times, special transportation needs (i.e. wheelchair, car seat, etc), Parents or Guardians emergency contacts, etc. Each student record also has a free flow notes section to attach any incidents or special circumstances that would assist in providing the safest transportation services.*

*Reports that are run on the student database include but are not limited to:*

**Monthly**

- Active student list (busing)*
- Active student count (busing)*
- Student lists by route number*
- Liquated Damages*

**Daily**

- Daily change log (list of changes made to student records by zone).*

*All reports can be changed or new reports added based on the needs of NCDOH. All reports can be submitted either on paper or electronically. SWISSPORT adheres to all transportation record keeping and retention requirements. SWISSPORT is capable of maintaining records for the required seven years. SWISSPORT is a HIPAA compliant office and adheres to all HIPAA regulations regarding confidentiality, security and retention of records.*

4. The Contractor shall maintain pupil transportation authorizations and attendance records and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the NCDOH; including child's name, origination of trip, pickup time, destination and drop off time, bus or license plate number and name of driver.

**Response:**

*SWISSPORT has worked with NCDOH in establishing the proper format for the above requirements. SWISSPORT will continue to utilize this format going forward. SWISSPORT has both on and offsite storage to retain records for seven years. SWISSPORT's has been working with Cost Management, NC's Medicaid reimbursement contractor to develop an attendance format that has proven accuracy to withstand Medicaid audits.*

5. The Contractor shall report consecutive absences of 5, 10 and 15 days to the NCDOH, as established by NCDOH procedures.

**Response:**

*SWISSPORT will provide a report to NCDOH that lists students who have been absent from transportation for 5, 10, 15 or more days consecutively. SWISSPORT will work with NCDOH to establish the procedures, reports and formats required by NCDOH.*

6. The Contractor shall maintain a timely system and procedure for the reporting of all transportation incidents or accidents. The Contractor must notify the Department by telephone immediately of such incidents or accidents, with a report to follow within twenty-four hours. The Contractor shall notify the Department and follow-up with information as received.

**Response:**

*SWISSPORT has set up policies and procedures regarding accident/incident reporting which meet or exceed the Departments requirements.*

7. The Contractors shall maintain computer capabilities as it pertains to the following reporting requirements;

- a. **Finance** - Accounting, billing, invoiced and record keeping.

**Response:**

SWISSPORT monitors all additions and deletions to the routes on a daily basis. SWISSPORT meets with each transporter monthly to review these changes and to justify the route hours and review liquidated damages that have been levied. The Transporter submits route schematic, along with a detailed monthly bill listing route packages by hour and total cost. This is compared with SWISSPORT Excel route spreadsheet for the respected zone. Once approved by SWISSPORT the voucher is submitted to NCDOH for payment to transporter.

- b. **Student Information Reports** - Individual files, attendance, and any special transportation needs.

**Response:**

SWISSPORT's computer system has the capability of producing reports on student information. During the past 20 years, SWISSPORT has worked closely with NCDOH to design the student reports. Special transportation needs for students are logged in the student database. SWISSPORT is able to pull reports based on students' special needs.

SWISSPORT will continue to work with NCDOH to change or develop student reporting as needed.

- c. **Safety Reports and Activities** - field site activities, inspections, DOT inspection, vehicle safety equipment compliance, driver and driver assistant practices, vehicle safety drills, training programs, telephone complaints and resolution.

**Response:**

SWISSPORT's Inspectors inspect all routes monthly and report the inspection on a Preschool Transportation Inspection Sheet. Routes are inspected for timeliness, safety equipment, vehicle loads, DOT compliance and loading/unloading procedures. All inspector vehicles are equipped with GPS enabled routing devices.

SWISSPORT currently has policies, procedures, and standardized forms in place to comply with all required safety reports and activities.

All calls received by SWISSPORT's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments.

*SWISSPORT's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.*

- d. **The NCDOH has the right to review and, if needed, make modifications to the current reporting system. If such changes occur, the Contractor will be required to work with the NCDOH in order to ensure that previous computerized files coincide with the new reporting system requirements.**

***Response:***

*SWISSPORT has for the past 31 years worked with NCDOH to review and modify the current reporting system. SWISSPORT's system can produce both monthly and on-demand reports. SWISSPORT will continue to meet the NCDOH reporting needs.*

**Computerized Routing System Requirements**

**The Contractor is required to have a computerized routing system that will be able to track the following program and vehicle requirements in a format to be approved by NCDOH.**

**Response:**

*The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing & scheduling software. The flexibility of the software is that it can handle both door-to-door pick-ups (similar to paratransit transportation) and location stops. Versa Trans can graphically identify children's special needs (such as wheelchair bound) to ensure the proper vehicle is assigned to the student.*

*Versa Trans enables SWISSPORT to import current route and apply efficiency change in "what if" scenarios without any disruptions in service.*

*Versa Trans allows SWISSPORT to simulate routes and route changes and ensures that our routes are being run in the most efficient manner.*

*The software will also enable SWISSPORT to graphically view all routes on digital maps including the LOV routes and enable us to maximize shared services where permissible.*

1. **Route Scheduling - It is the Contractor's responsibility to ensure that a route can be completed in less than a ninety-minute period in Nassau County, unless otherwise directed by the NCDOH.**

**Response:**

*SWISSPORT's software is capable of detailing the time the bus will need to complete the assigned route. SWISSPORT's highly experienced staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. An Inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length/time follows this up with a route review.*

2. **Vehicle** - It is the Contractor's responsibility to ensure that each student/vehicle type and specific route information is maintained daily.

**Response:**

*SWISSPORT performs frequent vehicle inspections and monitors routes for contractual compliance and validity. SWISSPORT processes changes to a route and/or student information on a daily bases or as needed to ensure that all information is correct and up to date. SWISSPORT enter assigned route number in the student records. Route numbers are updated through Route Change Logs.*

*SWISSPORT will continue to upgrade and customize our computer routing software to meet the needs of the program.*

3. **Route Optimization** - It is the Contractor's responsibility to maintain efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors and transportation needs of children.

**Response:**

*SWISSPORT's utilizes state of the art digital maps. SWISSPORT has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County route are running to the utmost efficiency. SWISSPORT's staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies. The software allows SWISSPORT to adjust vehicle loads, route paths, etc, without directly affecting the routes and the children. SWISSPORT has developed a procedure for monitoring all Low Occupancy Vehicles (LOV) and making efficiencies. SWISSPORT appries the County of this on a regular basis.*

## **Transportation Database Management System**

- i. The NCDOH requires potential Contractors to develop a transportation database management system that relates to the reporting and routing requirements of the program.

### **Response:**

*The entire report library was developed for the NCDOH Preschool with special needs program with the input of the Bureau. SWISSPORT will continue to update its report program to suit the need of NCDOH.*

*SWISSPORT is capable of providing NCDOH with access to all the transportation databases for this program and will work with NCDOH to accommodate your request.*

*SWISSPORT will continue to work with NCDOH with any further changes or enhancements to the databases or reporting features. SWISSPORT will continue to provide the County with monthly reports, as well as, any specific report requests.*

## **MEDICAID**

**Nassau County has contracted with a Medicaid billing company to assist in maximizing Medicaid reimbursement for evaluations and services provided to children who are suspected to, or found to have, special education needs, by approved Preschool Evaluators and Providers. Contracts with Nassau County require service providers to provide documentation pertaining to the delivery of services upon request.**

**In most cases, the service provider is unaware of a child's status with regard to Medicaid, it is "best practice" to have the appropriate documentation for *all* children evaluated and serviced within Nassau County. The current Medicaid billing company has standardized all of the required forms.**

*SWISSPORT has and will continue to work with the Medicaid billing company to maximize Medicaid reimbursement.*

**Office Location and Hours of Operation:**

1. The Vendor shall staff a local office within Nassau County from 6:30 a.m. to 6:00 p.m. and in accordance with school/center calendars and session times.

*SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.*

2. The Vendor shall have an answering service in place seven days a week when staff is not available. The vendor will guarantee response to the **DOHIOCSN** within 60 minutes from the time of the call.

*SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.*

3. During the summer months, if reduced schedules by school/centers are in effect, the Vendor shall confer with the Department for mutually agreed upon hours of operation.

*SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.*

4. In all circumstances, the Vendor shall not close its office at the end of the school day until it has been confirmed by the contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

*SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.*

**To Comply with Federal, State and Local Law Requirements the Vendor Shall:**

1. Assist and monitor each contractor in finger printing for screening purposes, as required by applicable laws. The Vendor shall be responsible for ensuring that finger printing is done by the contractor(s) for drivers through the Department of Motor Vehicles. The Vendor shall also be responsible for ensuring that finger printing is done by the contractor(s) for driver assistants through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.

*SWISSPORT currently complies with the above and will continue to do so if awarded the contract.*

- 2. Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT.**

*SWISSPORT currently complies with the above and will continue to do so if awarded the contract.*

- 3. Monitor excluded employees list on a monthly basis as required to assist Nassau County recoup maximum Medicaid transportation funding. Lists are maintained by and not limited to the:**

- General Services Administration's Federal Excluded Party List System (or any successor system)
- United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individual or Entities.

*SWISSPORT is the current contractor for Suffolk County Medicaid Transportation Coordination Services. SWISSPORT has worked extensively with the New York State Department of Health's Office of the Medicaid Inspector General and is a Medicaid Provider of Transportation Management Services. SWISSPORT has over 16 years' experience in Medicaid Transportation Service. This experience gives SWISSPORT access to all Medicaid Excluded and Restricted list, Monthly Medicaid updates, Quarterly Medicaid Transportation conference calls as well as all being an eMedNY user.*

*SWISSPORT will utilize these resources to ensure that Transportation Services are provided to active and approved Medicaid providers.*



## BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of \_\_\_\_\_, 2017 and amends and is made part of the agreement dated as of \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between SWISSPORT, SA LLC (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

### **1. DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR**

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

### 3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### 4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall

report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

## 8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

## 9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

## 10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.



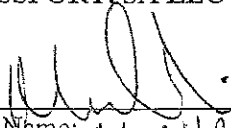
10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

SWISSPORT SA LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Print Name: MICHAEL MADI  
Title: Director US  
Date: 5/14/17

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## MWBE FORM

☐ 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.

☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

☒ Vendor will not require any sub-contractors.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MICHAEL MADDI DIRECTOR US 5/14/17

Name and Title of Authorized Representative

rvd/yy

Signature

5/14/17  
Date

Name of Organization

SWISSPORT SA LLC

Address of Organization

2150 SMITH TOWN AVE  
ROCKY HILL CT 06179



Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Dany Nasr (Name)

45025 Aviation Drive, Suite 350 Dulles VA 20166 (Address)

703.742.4302 (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

We will comply with the Nassau Living Wage Law.

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:

---

---

---

---

---

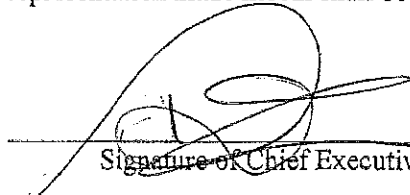
---

---

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.

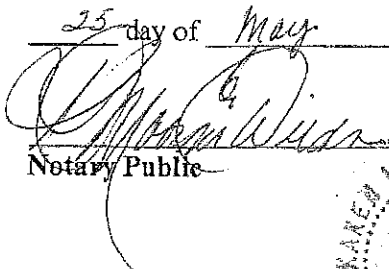
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

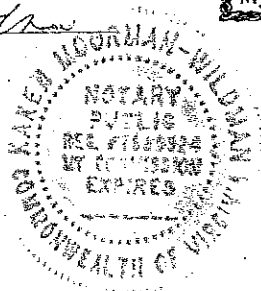
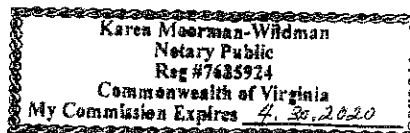
05/25/17  
Dated

  
Signature of Chief Executive Officer

Dany Nasr  
Name of Chief Executive Officer

Sworn to before me this

25 day of May, 2017.  
  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
05/18/2017

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

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

PRODUCER	Willis of Massachusetts, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (INC. NO. EXT.) 877-945-7378 FAX (A/C NO.) 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED	Swissport SA, LLC (formerly known as Servisair LLC) 45015 Aviation Drive, Suite 350 Dulles, VA 20166	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC# 11150-001 INSURER B: Arch Indemnity Insurance Company 30830-001 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 25478398

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 LIT	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		<del>1-11150-001-005</del>	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<del>1-11150-001-005</del>	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE 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)

2017 Contract

The County of Nassau is an additional insured under the General Liability as required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County, State of New York  
Department of Health  
200 County Seat Drive  
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Coll: 5077570 Tpl: 2081067 Cert: 25478398 © 1988-2015 ACORD CORPORATION. All rights reserved.





### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY AOR Risk Services Northeast, Inc.		NAMED INSURED Swissport North America Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570066471949		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066471949	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/17/2017

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

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

PRODUCER  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
Swissport North America Holdings, Inc.  
45025 Aviation Drive  
Suite 350  
Dulles VA 20166 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570066471949

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. Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ACORD SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary		570066471949	07/01/2016	07/01/2017	Professional Liabli Deductible \$1,000 Prof Liab Agg - All \$10,000,000

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

## CERTIFICATE HOLDER

Nassau County Dept of Health  
Attn: Office of Fiscal Manager  
240 Old Country Road  
Mineola NY 11501 USA

## 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

*Aon Risk Services Northeast, Inc.*

# Recommendation For Award

Department	Health	
NIFS ID#	CQHE17000006	
Title	Transportation Management Services, RFP # HE 1201-1636	
<p>Summarize the method of source selection used</p> <p>An Interdepartmental evaluation team consisting of 5 members reviewed the RFP and attended presentations given by the vendors. The evaluation team completed individual evaluation packages.</p>		
<p>If the vendor is selected using best value, summarize the criteria used</p> <p>The vendor was selected based upon experience servicing large counties, recommendations provided and obtained and proven ability to provide services needed.</p>		
Date the solicitation was advertised	December 6, 2016	
Number of bidders solicited (i.e. registered vendors notified)	57	
<p>Date and name of all publications of any advertised notice; if sole source, the date of the publication of the notice of intent to enter sole source negotiations</p> <p>Newsday, December 6, 2016</p>		
Solicitation opening date	January 16, 2017	
<p>For bids, attach bid tabulation; for proposals, indicate the number of proposals received and attach overall technical scores and prices offered for all proposers</p> <p>2 proposals were received, included are the Best And Final Offers (BAFO) from each vendor and the Evaluation Summary (technical scores).</p>		
<p>Summary of responsiveness/non-responsiveness determination(s)</p> <p>Both vendors responded to the RFP requirement, presentation request and submission of a BAFO</p>		
Explanation of the responsibility/non-responsibility determination(s)	Attach completed Responsibility Determination and all non-responsibility determination correspondence as applicable	
Number of awards resulting from the solicitation; if > 1 attach summary of all awards	1	

Proposed Vendor	Swissport SA LLC	
Vendor EIN	<del>41-5333170</del>	
Vendor Address	Swissport SA LLC 2150 Smithtown Avenue Ronkonkoma, New York 11779	
Vendor Phone Number	<del>631-737-0690</del>	
Vendor Email Address	Michael.maddi@swissport.com	
Vendor Contact Name	Michael Maddi	
Solicitation Estimate	<del>\$2,730,000</del>	
Proposed Award Amount	<del>\$1,054,020</del>	
% Award amount is above/(below) the Estimate	<del>24% below</del>	
<p>Basis for award</p> <p>The vendor was selected based upon experience and capacity transporting preschoolers with disabilities, organizational structure and references.</p>		
Have any MWBE, DBE, SDVBE, and/or Section 3 goals been established for this contract? If so, attach Utilization Plan		No
<p>For sole source, indicate the number of expressions of interest and summarize the content of all responses to the notice of intent</p> <p>Not sole source</p>		
<p>For sole source, summarize the cost/price analysis to determine the cost to be fair and reasonable</p> <p>Not sole source</p>		
<p>For social/client services, <u>if applicable</u>, indicate the date, period covered, and findings of the most recent available financial report, the name of the CPA firm that prepared the audit, and whether the firm was unable to express an opinion as to the adequacy of the provider's books and records</p> <p>Not applicable</p>		
DCCO Signature / Date		6/29/17
CPO Signature / Date		





EDWARD P. MANGANO  
COUNTY EXECUTIVE

## NASSAU COUNTY DEPARTMENT OF HEALTH

200 COUNTY SEAT DRIVE  
MINEOLA, NY 11501  
VOICE: 516 227-9500  
FAX: 516 227-9696



LAWRENCE E. EISENSTEIN, MD, MPH, FACP  
COMMISSIONER

To: Dr. Lawrence Eisenstein, Commissioner

From: Linda Rennie, PH Nurse V  
Ana Sousa, Deputy Commissioner for Administration

---

Date: April 24, 2017

Subject: Revised Offer from Selected Vendor for Transportation Management Services RFP

Transportation Management Services RFP Evaluation Committee recommended the award to Swissport as detailed in the attached Recommendation For Award – Detailed Justification document.

Subsequent to the evaluation committee recommendation, Management met with Swissport's Transportation Services Director, Michael Maddi on April 19<sup>th</sup> and expressed concerns over costs. On April 20<sup>th</sup>, Swissport emailed the County with a revised/reduced offer. In summary, Swissport offered an additional reduction of \$25,000 annually from their last Best and Final Offer submitted on March 10<sup>th</sup> (see attached revised Swissport offer submission). Swissport reduced their offer by \$125,000 over a five-year period to a total offer of \$1,729,829.

## Sousa, Ana

---

**From:** Rennie, Linda D  
**Sent:** Thursday, April 20, 2017 2:47 PM  
**To:** Sousa, Ana  
**Cc:** Schechter, Shelly  
**Subject:** FW: Final BAFO  
**Attachments:** Final BAFO Nassau county cost proposal.xlsx

Ana, Let me know if you have any questions.

Thanks,

Linda

Linda D. Rennie, PHN  
Nassau County Department of Health  
Director, Office of Children with Special Needs  
60 Charles Lindbergh Blvd Suite 100  
Uniondale, NY 11553-3683  
(516) 227-8648  
fax (516) 227-8662  
email: Linda.Rennie@hhsnassaucountyny.us



*WARNING: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.*

---

**From:** Maddi, Michael [mailto:Michael.Maddi@swissport.com]  
**Sent:** Thursday, April 20, 2017 2:07 PM  
**To:** Rennie, Linda D (HHSNASSAUCOUNTYNY)  
**Subject:** Final BAFO

**ATTENTION:** This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Linda,

Please see the attached BAFO as discussed

Budget for Nassau Preschool bussing Management contract

<u>Expense Items</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Salaries	\$ 210,200.00	\$ 215,000.00	\$ 221,000.00	\$ 227,150.00	\$ 233,454.00
Taxes	\$ 23,520.00	\$ 24,000.00	\$ 24,600.00	\$ 25,215.00	\$ 25,845.00
Fringe	\$ 25,872.00	\$ 26,400.00	\$ 27,060.00	\$ 27,736.00	\$ 28,430.00
401k	\$ 3,430.00	\$ 3,500.00	\$ 3,588.00	\$ 3,678.00	\$ 3,770.00
Work/comp	\$ 9,408.00	\$ 9,600.00	\$ 9,840.00	\$ 10,086.00	\$ 10,338.00
Rent	\$ 17,640.00	\$ 18,000.00	\$ 18,450.00	\$ 18,911.00	\$ 19,384.00
utilities	\$ 4,410.00	\$ 4,500.00	\$ 4,612.00	\$ 4,727.00	\$ 4,845.00
office supplies	\$ 4,900.00	\$ 5,000.00	\$ 5,125.00	\$ 5,253.00	\$ 5,384.00
office equipment	\$ 3,528.00	\$ 3,600.00	\$ 3,690.00	\$ 3,782.00	\$ 3,877.00
Communications	\$ 8,820.00	\$ 9,000.00	\$ 9,225.00	\$ 9,456.00	\$ 9,692.00
Software Licenses	\$ 5,880.00	\$ 6,000.00	\$ 6,150.00	\$ 6,304.00	\$ 6,461.00
Inspector vehicles	\$ 9,408.00	\$ 9,600.00	\$ 9,840.00	\$ 10,086.00	\$ 10,338.00
Fuel	\$ 980.00	\$ 1,000.00	\$ 1,025.00	\$ 1,050.00	\$ 1,077.00
Insurance	\$ 1,960.00	\$ 2,000.00	\$ 2,050.00	\$ 2,101.00	\$ 2,154.00
Overhead/Profit	<u>\$ 329,956.00</u>	<u>\$ 337,200.00</u>	<u>\$ 346,255.00</u>	<u>\$ 355,535.00</u>	<u>\$ 365,049.00</u>
Total Annual cost	<u>\$ 23,072.00</u>	<u>\$ 23,543.00</u>	<u>\$ 24,131.00</u>	<u>\$ 24,735.00</u>	<u>\$ 25,353.00</u>
	<u>\$ 353,028.00</u>	<u>\$ 360,743.00</u>	<u>\$ 370,386.00</u>	<u>\$ 380,270.00</u>	<u>\$ 390,402.00</u>
Cost per student based on RFP data plus active PMR students 16600 per year Students above 16600 will be billed at 1/2 of the student rate for that year	\$ 21.27	\$ 21.73	\$ 22.32	\$ 22.91	\$ 23.52

# Nassau County Department of Health



## Request for Proposals (RFP#HE1201-1636) for Transportation Management Services

# EVALUATION SUMMARY

March 3, 2017

## Evaluation Committee

### Recommendation for Award - Detailed Justification

The Nassau County Department of Health (NCDOH) solicited proposals for Transportation Management Services using the Request for Proposal (RFP) method. The RFP method was chosen as it was determined by NCDOH to be the most suitable method to select the vendor which would provide the best value in providing safe and efficient transportation management services to pre-school aged children (ages 2-5) with developmental delays and who may have unique health care requirements. The RFP method was appropriate because NCDOH is seeking personal services greater than \$1,000 that provides best value to the County using both qualitative and cost factors.

Transportation management services which are to be provided by the selected vendor include managing and overseeing contracts with three private transportation companies which furnish bus transportation to approximately 1,300 Nassau County children with developmental delays who are enrolled in special services and require transportation.

NCDOH followed the Countywide Procurement Policy and utilized accepted evaluation templates. Robert Cleary, Chief Procurement Officer, acted as a nonvoting technical advisor to the Evaluation Committee.

The RFP was advertised on December 6, 2016 and two proposals from VMC Group, Inc. (VMC) and Swissport were received for consideration in mid-January 2017. A five-member Evaluation Committee was created consisting of representatives from NCDOH, Nassau County Department of Social Services, and Nassau County Office of Management & Budget.

After considering the proposals, the Evaluation Committee invited VMC and Swissport to present further on their proposals. Following the presentations, the Evaluation Committee rated each proposal according to the established scoring system and selection criteria that was advertised in the RFP. Specifically, the Evaluation Committee considered the following criteria:

- 30 % Contract Requirements and Proposed Solution;
- 20% Vendor Profile: Organization, Capacity, Staffing and Resumes;
- 20% Related Experience; and,
- 30% Cost of Overall Project.

Following the initial evaluation process, a request for a Best and Final Offer (BAFO) was sent to both proposers and each responded with a BAFO.

Upon careful consideration of all submissions and presentations, the evaluation process resulted in Recommendation for Award (RFA) to Swissport. Summary ratings and costs for both vendors are given below:

## Summary Evaluation Scores

	Contract Requirements (30%)	Vendor Profile (20%)	Related Experience (20%)	Cost (30%)	Total
VMC	6.6	3.0	3	6	18.6
Swissport	7.2	4.6	4.8	4.2	20.8

## Annual and Total Costs

	VMC	VMC BAFO	Swissport	Swissport BAFO	Difference before BAFO	Difference after BAFO
Year 1	\$336,000.00	\$333,266.00	\$385,743.00	\$378,028.00	\$49,743.00	\$44,762.00
Year 2	\$341,040.00	\$338,264.99	\$395,386.00	\$385,743.00	\$54,346.00	\$47,478.01
Year 3	\$346,155.60	\$343,338.96	\$405,270.00	\$395,386.00	\$59,114.40	\$52,047.04
Year 4	\$351,347.93	\$348,489.05	\$415,402.00	\$405,270.00	\$64,054.07	\$56,780.95
Year 5	<u>\$356,618.15</u>	<u>\$353,716.39</u>	<u>\$415,402.00</u>	<u>\$415,402.00</u>	<u>\$58,783.85</u>	<u>\$61,685.61</u>
	<b>\$1,731,161.68</b>	<b>\$1,717,075.39</b>	<b>\$2,017,203.00</b>	<b>\$1,979,829.00</b>	<b>\$286,041.32</b>	<b>\$262,753.61</b>

Swissport scored higher in Contract Requirements and Proposed Solution; Vendor Profile: Organization, Capacity, Staffing and Resumes; and, Related Experience. These categories collectively comprised 70% of the overall score. VMC scored higher only in Cost of Overall Project, which comprised 30% of the overall score.

Upon comprehensive review and consideration of the RFP responses and presentations, the Evaluation Committee determined that Swissport's submission surpassed VMC's submission in terms of Capacity, Experience and References:

- Capacity – included organizational structure, assignment of staff and staff salary structure
- Experience – considered number of children transported in other municipalities
- References – obtained by evaluators by telephone and focused on all facets of transportation services requirements such as routing, parent relations, transportation company relations; weather forecasting and incident management.

The factors of greatest concern to the Evaluation Committee included:

- Vendor experience performing the required services in a scale significantly equal to the requirements of the County—Swissport has experience performing these services for Nassau County, while VMC's closest equivalent service levels have been performed in

another County with significantly less the current client population of Nassau County. Demonstrated services provided to other clients of similar size, as required in the RFP, is of particular importance for this contract since the health and welfare of children with developmental disabilities may be put at risk should the vendor be unable to fulfill the requirements of the contract.

- Staffing—Swissport has an established and significant presence in a neighboring County. By contrast, VMC at present has no established presence in or near Nassau County. VMC has proposed to open an office with minimal staffing levels as indicated by its proposed organization chart.

---

Due to the critical nature of the services required, Swissport's demonstration of proven relevant experience and capacity to perform the services required was considered key in leading the Evaluation Committee to select that company. Swissport better met the equivalent experience requirement and staffing plan for Nassau County needs. These programmatic factors were considered to be of greater importance than the potential cost savings that could be achieved by selecting VMC, and for these reasons it was concluded that it is in the best interest of Nassau County and its residents to award the contract to Swissport.

With further respect to cost, although VMC's cost was lower than Swissport's, the Evaluation Committee considered that VMC stated in its letter accompanying its BAFO that its amended cost was reflective of *less supervisory effort* from its central office.

In summary, upon careful consideration of both proposals and the nature of the services to be provided, which involves the transportation of pre-school aged children with developmental delays and who may have unique health care requirements, the Evaluation Committee recommends award of the contract to Swissport.



EDWARD P. MANGANO  
COUNTY EXECUTIVE

# NASSAU COUNTY DEPARTMENT OF HEALTH

200 COUNTY SEAT DRIVE  
MINEOLA, NY 11501  
VOICE: 516 227-9500  
FAX: 516 227-9696



LAWRENCE E. EISENSTEIN, MD, MPH, FACP  
COMMISSIONER

March 3, 2017

## Re: Best and Final Offer (BAFO): Request for Proposals (RFP) for Transportation Management Services RFP#HE1201-1636

Dear Offeror:

You are requested to submit a "Best and Final Offer" concerning your proposal in response to subject RFP. The BAFO affords you the opportunity to improve your proposal by submitting a revised fees/costs proposal *only*. The fees/costs proposal format established in the RFP remains unchanged. BAFO requirements are as follows:

- The BAFO is requested on the fees/costs proposal alone
- A brief narrative describing the changes must accompany the amended proposal

Utilize the same fees/costs proposal format used in your original submission.

Contact Linda Rennie by email [Linda.Rennie@hhsnassaucountyny.us](mailto:Linda.Rennie@hhsnassaucountyny.us) with questions. The BAFO may be submitted via email, fax or mail to be received no later than 4:15pm on March 10, 2017. Fax submissions must be addressed to Linda Rennie at fax number 516-227-8527. Your submission must include this completed form and, as appropriate, the revised fees/costs proposal and narrative describing the proposed changes.

Submit your BAFO by completing the following:

- Check *here* ☐ if the previously submitted fees/costs proposal remains unchanged. The immediate previous offer serves as the best and final offer.
- Check *here* ☒ if the previously submitted fees/costs proposal has been amended. The attached amended proposal serves as the best and final offer. A brief narrative describing the changes must accompany the amended proposal.

Michael MADDI  
Name of Official Authorized to Bind the Proposer

SWISSPORT SA LLC  
Organization

Date: 3/10/17





March 10, 2017

Linda D. Rennie PHN  
Nassau County Department of Health Services  
Director, Office of Children with Special Needs

RE. BAFO

Dear Ms. Rennie,

Swissport is pleased to provide the attached BAFO for Nassau County. As you review our BAFO you will see that we have lowered our pricing by approximately 10% over the 5 year contract.

Looking forward to a positive response to our offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Maddi", written over the word "Sincerely,".

Michael Maddi  
Director Transportation US

Budget for Nassau Preschool bussing Management contract

<u>Expense Items</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Salaries	\$ 235,200.00	\$ 240,000.00	\$ 246,000.00	\$ 252,150.00	\$ 258,454.00
Taxes	\$ 23,520.00	\$ 24,000.00	\$ 24,600.00	\$ 25,215.00	\$ 25,845.00
Fringe	\$ 25,872.00	\$ 26,400.00	\$ 27,060.00	\$ 27,736.00	\$ 28,430.00
401k	\$ 3,430.00	\$ 3,500.00	\$ 3,588.00	\$ 3,678.00	\$ 3,770.00
Work/comp	\$ 9,408.00	\$ 9,600.00	\$ 9,840.00	\$ 10,086.00	\$ 10,338.00
Rent	\$ 17,640.00	\$ 18,000.00	\$ 18,450.00	\$ 18,911.00	\$ 19,384.00
utilities	\$ 4,410.00	\$ 4,500.00	\$ 4,612.00	\$ 4,727.00	\$ 4,845.00
office supplies	\$ 4,900.00	\$ 5,000.00	\$ 5,125.00	\$ 5,253.00	\$ 5,384.00
office equipment	\$ 3,528.00	\$ 3,600.00	\$ 3,690.00	\$ 3,782.00	\$ 3,877.00
Communications	\$ 8,820.00	\$ 9,000.00	\$ 9,225.00	\$ 9,456.00	\$ 9,692.00
Software Licenses	\$ 5,880.00	\$ 6,000.00	\$ 6,150.00	\$ 6,304.00	\$ 6,461.00
Inspector vehicles	\$ 9,408.00	\$ 9,600.00	\$ 9,840.00	\$ 10,086.00	\$ 10,338.00
Fuel	\$ 980.00	\$ 1,000.00	\$ 1,025.00	\$ 1,050.00	\$ 1,077.00
Insurance	\$ 1,960.00	\$ 2,000.00	\$ 2,050.00	\$ 2,101.00	\$ 2,154.00
Overhead/Profit	\$ 23,072.00	\$ 23,543.00	\$ 24,131.00	\$ 24,735.00	\$ 25,353.00
Total Annual cost	\$ 378,028.00	\$ 385,743.00	\$ 395,386.00	\$ 405,270.00	\$ 415,402.00
Cost per student based on \$ plus active PMR students 16600 per year	22.77	23.24	23.82	24.41	25.02
Students above 16600 will be billed at 1/2 of the student rate for that year					

V  
M  
C

Group, Inc.

**Value Management Consultants**  
**A division of VMC Group, Inc.**9701 Niagara Falls Blvd. Suite 1A Niagara Falls N.Y. 14304  
100 Quentin Roosevelt Blvd. Ste. 101 Garden City, NY 11530  
• Phone (716) 285-6000 • (516) 620-0042

— FAX----

Date: 3/6/17

To: Ms. Linda Rennie - Nassau County Dept. of Health

From: VMC Group, Inc.

Subject: Best and Final Offer - RFP#HE1201-1636

Pages (including fax cover): 11

Dear Linda,

As requested.

Sincerely,

Charles C. Ganim

Susan Solomon

VMC Group, Inc.

This transmission and/or any and all documents accompanying it might contain confidential privileged information. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or acting in reliance of information contained herein is strictly prohibited. Further, the recipient of this information is prohibited from disclosing the contents of the information to another party. If you are neither the intended recipient, nor the employee and/or agent responsible for delivery to the intended recipient and/or have received this transmission in error, please immediately notify the VMC Group by calling 888-325-5358 to arrange for the return of the documents.

EDWARD P. MANGANQ  
COUNTY EXECUTIVE

## NASSAU COUNTY DEPARTMENT OF HEALTH

200 COUNTY SEAT DRIVE  
MINEOLA, NY 11501  
VOICE: 516 227-9500  
FAX: 516 227-9696LAWRENCE E. EISENSTEIN, MD, MPH, FACP  
COMMISSIONER

March 3, 2017

Re: Best and Final Offer (BAFO): Request for Proposals (RFP) for  
Transportation Management Services RFP#HE1201-1636

Dear Offeror:

You are requested to submit a "Best and Final Offer" concerning your proposal in response to subject RFP. The BAFO affords you the opportunity to improve your proposal by submitting a revised fees/costs proposal *only*. The fees/costs proposal format established in the RFP remains unchanged. BAFO requirements are as follows:

- The BAFO is requested on the fees/costs proposal alone
- A brief narrative describing the changes must accompany the amended proposal

Utilize the same fees/costs proposal format used in your original submission.

Contact Linda Rennie by email [Linda.Rennie@hhsnassaucountyny.us](mailto:Linda.Rennie@hhsnassaucountyny.us) with questions. The BAFO may be submitted via email, fax or mail to be received no later than 4:15pm on March 10, 2017. Fax submissions must be addressed to Linda Rennie at fax number 516-227-8527. Your submission must include this completed form and, as appropriate, the revised fees/costs proposal and narrative describing the proposed changes.

Submit your BAFO by completing the following:

- Check here ☐ if the previously submitted fees/costs proposal remains unchanged. The immediate previous offer serves as the best and final offer.
- Check here ☒ if the previously submitted fees/costs proposal has been amended. The attached amended proposal serves as the best and final offer. A brief narrative describing the changes must accompany the amended proposal.

CHARLES J. GARDIA, Ph.D.

Name of Official Authorized to Bind the Proposer

VIA GROUP, INC.

Organization

Date: March 6, 2017



## VMC Consultants, LP

Corporate Office

9701 Niagara Falls Blvd. Suite 1A  
Niagara Falls, NY 14304  
Phone (716) 285-6000 • Fax (716) 285-1000

By Fax: 516-227-8527

March 6, 2017

Linda Renn  
Nassau County Dept. of Health  
200 County Seat Drive  
Mincola, NY 11501

Re: Best and Final Offer (BAFO)  
Nassau RFP#HE1201-1636  
For Transportation Management Services

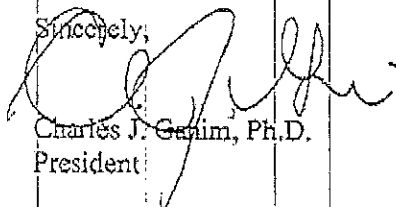
Dear Ms. Renn:

Attached is the Nassau County BAFO Form with respect to the above referenced RFP.

As you will note, the box denoting that VMC's "previously submitted fees/costs proposal has been amended". That letter is followed by VMC's amended Fee/Cost Proposal (including the back-up material).

This amended cost results from VMC's elimination of the Travel Expenses from VMC's Central Office. This Fee/Cost reduction is made because we are assigning Charles C. (Chuck) Ganim as the Coordinator. Therefore, less supervisory effort from the Central Office will be needed.

Sincerely,



Charles J. Ganim, Ph.D.  
President

Locations

Albany, NY • Garden City, NY • Kingston, NY • Naples, FL  
Niagara Falls, NY • Toronto, ON • Vancouver, BC

VMC Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

*f. Fees/Costs: Provide information pertaining to fees or costs associates with the proposal. In development of the cost proposal, vendors are required to submit as budget based on cost per child with an accompanying maximum contract amount. For purposes of this RFP, submit a five year budget: a budget for year one (September 2017 through August 31, 2018) and the four subsequent years.*

**VMC Group, Inc. Proposed Fee**

Contract Year	Price/Child	Monthly Fee Cap	Annual Fee Cap
Sept. 2017 to Aug 2018	\$ 23.74	\$ 27,772.17	\$ 333,266.00
Sept. 2018 to Aug 2019	\$ 24.09	\$ 28,188.75	\$ 338,264.99
Sept. 2019 to Aug 2020	\$ 24.45	\$ 28,611.58	\$ 343,338.96
Sept. 2020 to Aug 2021	\$ 24.82	\$ 29,040.75	\$ 348,489.05
Sept. 2021 to Aug 2022	\$ 25.19	\$ 29,476.37	\$ 353,716.39

VMG Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

**Budget**

1. Personnel	\$ 179,000.00	
2. Fringe Benefits	\$ 53,700.00	
3. Personnel Services		
Total		\$ 232,700.00
4. Consultants	\$ 15,000.00	
5. Travel	\$ 24,893.00	
6. Equipment	\$ 3,333.00	
7. Supplies	\$ 13,000.00	
8. Contract Services	\$ 18,900.00	
9. Overhead	\$ 15,440.00	
Subtotal		\$ 90,566.00
10. Budget Total		\$ 323,266.00
11. Profit	\$ 10,000.00	
Annual Fee		\$ 333,266.00
Monthly Fee		\$ 27,772.17

VMC Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

Personal Services Budget

FTE	Title	Amount	Total
1.0	Transportation Coordinator	\$ 60,000.00	
1.0	Administrative Assistant	\$ 35,000.00	
1.0	Safety Tech	\$ 36,000.00	
1.0	Safety Tech	\$ 35,000.00	
0.5	Account Clerk	\$ 13,000.00	
			\$ 179,000.00
	Fringe Benefits @30%:		\$ 53,700.00
	Total Personnel Services		\$ 232,700.00



VMC Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

## Consultant Costs

Item	Hours	Price/Hour	Cost
3. IT Consultant	250	\$ 60.00	\$ 15,000.00
Total Consultant Costs			\$ 15,000.00

VMC Proposal #17-001, in response to  
Nassau County RFP#11R1201-1636  
(revised 3-6-17)

## Travel Costs

Item	Calculation Factor	Cost
1. Cars (Depreciation)	$\$40,000 \div 3 \text{ years}$	\$ 13,333
2. Car Insurance	$\$1,500 \times 2$	\$ 3,000
3. Repairs	$\$1,000 \times 2$	\$ 2,000
4. Licenses	$\$150 \times 2$	\$ 300
5. Car Wash and Cleanup	$\$10/\text{week} \times 26 \text{ weeks}$	\$ 260
6. Gas		\$ 6,000
Total Travel Costs		\$ 24,893

VMC Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

### Equipment Costs

Item	Calculation Factor	Cost
1. Telephone System	1 Trans. Coord, 1 Admin Asst., 2 Safety Tech., 1 other person: 5 x \$200/station	\$ 1,000
2. Computer Stations	5 x \$1,000	\$ 5,000
3. Desks	4 x \$300	\$ 1,200
4. File Cabinets	4 x \$200	\$ 800
5. Printers	2 x \$400	\$ 800
6. Fax	1 x \$300	\$ 300
7. Chairs	4 x \$150	\$ 600
8. Table	1 x \$300	\$ 300
Subtotal		\$ 10,000
Total (Depreciate over 3 year)	$10,000 \div 3$	\$ 3,333

VMC Proposal #17-001, in response to  
Nassau County RFP#1161201-1636  
(revised 3-6-17)

Supply Costs

Item	Calculation Factor	Cost
1. Telephone	\$500/month x 12	\$ 6,000
2. Software Licenses		\$ 1,200
3. Office Supplies	\$200/month x 12	\$ 2,400
4. Postage and Delivery	\$20/week x 50 weeks	\$ 1,000
5. Utilities	\$200/month x 12 months	\$ 2,400
Total Supply Costs		\$ 13,000

VMC Proposal #17-001, in response to  
Nassau County RFP#HE1201-1636  
(revised 3-6-17)

Contract Services

Item	Calculation Factor	Cost
1. Hardware--repair and maintenance		\$ 1,500
2. Software maintenance		\$ 3,000
3. Office Rent	\$1,200/month x 12 months	\$ 14,400
Total Contract Costs		\$ 18,900

Department: HEALTH

## REQUEST TO INITIATE:

☒ Request For Proposal ☐ Request for Qualifications

## I. Department Request

**Service Requested:** The Nassau County Department of Health (NCDOH) is currently seeking proposals from qualified vendors to manage the NCDOH Office of Children with Special Needs transportation for children birth to 5 years of age. The transportation needs are based on the recommended guidance supplied the New York State Education Department (NYSED) and NCDOH. NCDOH may run searches of all potential volunteers, contract workers, services providers, or new hires pursuant to NCDOH discretion.

**Justification:** New York State Department of Health and NYSED requires that transportation be provided to children and their families based on the authorizations in the respective IFSPs and IBPs.

Estimated Expense Range: \$350K - \$550K

Orig. Date: Dec. 1, 2016

Date RFP Due: Jan. 30, 2017

Reimbursement rate for preschool is 59.5% and 46% for early intervention.

## II. Approvals

Department Head Approval:

☒ Yes ☐ No

Laurence Everett Date 10/21/16

DCE for Finance Approval:

☒ Yes ☐ No

E Date 10/25/16

Chief DCE Approval:

☐ Yes ☐ No

[Signature] Date 10/27/16

## III. Response Summary

Vendor Name	Proposal Requested	Vendor Response		Quote	Proposal Rating
		Date Proposal Received	No Response		
1. <u>Swissport</u>	<input checked="" type="checkbox"/>	<u>1/16/17</u>	<input type="checkbox"/>	\$ <del>259,028</del> <u>250,800</u>	
2. <u>VMC</u>	<input checked="" type="checkbox"/>	<u>1/16/17</u>	<input type="checkbox"/>	\$ <del>333,306</del> <u>18,600</u>	
3.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
4.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
5.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
6.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
7.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
8.	<input type="checkbox"/>		<input type="checkbox"/>	\$	

## IV. Recommendation

Contract/RFP# <u>HE 1201-1636</u>	Vendor Name: <u>Swissport</u>
Recommendation of Award: <u>Swissport</u>	

Justification: Vendor was selected based upon experience, capacity transporting preschoolers with disabilities, organizational structure, and references.

Chief DCE Approval:


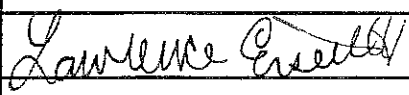
☐ Yes ☐ No



[Signature] 4/27/17

# Responsibility Determination

Department	Health	
Contract ID #	CQ HE17000006	
Title	Transportation Management Services	
Vendor	Swissport SA LLC	
EIN	11-3319570	
Disclosure Forms	Attach all disclosure forms	ATTACHED <input checked="" type="checkbox"/>
Political Campaign Contribution Disclosure Form	Date executed:	1/10/17 <input checked="" type="checkbox"/>
Lobbyist Registration and Disclosure Form	Number of forms required:	NONE SUBMITTED
	List Lobbyists and Dates of Execution below:	
	NONE LISTED	
Business History Form	Date executed:	1/6/2017 <input checked="" type="checkbox"/>
Is the vendor a publicly owned corporation?	NO	
If the vendor a publicly owned corporation, is the most recent 10K SEC filing attached?	NO	
Principal Questionnaires	Number of forms required:	ONE
	List Principal Questionnaires and Dates of Execution below:	
	Michael Maddi	12/11/16 <input checked="" type="checkbox"/>

\* Superseded with current versions in contract. 1/2017  
af

Consultant's, Contractor's, and Vendor's Disclosure Form	Date executed:	1/10/17 
Number of subcontractors:	NONE	
If the contract will include subcontracting, have the subcontractors submitted disclosure forms?	List all subcontractors below:	
	NONE	
Most recent overall vendor performance rating	See Attached	
Over the past three years does the vendor have any history of performance problems?	NO	
References	Reference Check Summary Attached	
Other Sources of Information	List all other sources of information below and indicate any findings:	
	NONE	
Adverse Information Found?	NO	
If Yes, attach details. Must state the finding, its status, any corrective actions taken, relevance to the proposed contract, and impact upon the responsibility determination.		
Determination	This is to certify that I have determined that the subject contractor has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars, and is therefore a responsible vendor for this contract award.	
DCCO Signature / Date		6/6/17
CPO Signature / Date		

 Superseded with current version in 1/2017 contract. 





NASSAU COUNTY  
DEPARTMENT OF HEALTH  
106 CHARLES LINDBERGH BLVD.  
UNIONDALE, NY 11553

## Contractor Evaluation Form

Contract Number: COHE13000023

Contract Name: Servisair, LLC

Service Provided: Transportation Management

Evaluation Period: From: 9/1/2014 To: 8/31/2015

Evaluator's Name, Title, Phone #: Linda Rennie, PHN V, 516.227.8648

Date: 11/19/15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

PERFORMANCE EVALUATION FACTORS	Unsatis- factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				X	
b. Timeliness of Service					X
c. Cost Effectiveness					X
d. Responsiveness to NCDOH Requests					X
e. Number of Complaints				X	
f. Problem Resolution					X
Overall Performance Evaluation					X

Do you recommend the contractor for future contracts? Yes No

## Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to NCDOH Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

## Reference Check Summary

Solicitation # HE1201-1636  
Date of Form: March 17, 2017  
Vendor Name: Swissport formally Servisair  
Vendor EIN: [REDACTED]  
Prepared by: Mary Ellen Laurain

### Reference Checks:

- a. Company: Suffolk County Department of Health Services  
Contact Person: Confidential  
Date of Reference: February 2017

Reference Summary: Swissport has been providing Transportation Management for many years to Suffolk County Department of Health Services EI/Preschool programs. They transport 1500 children and are very satisfied with their contract. Swissport has been very efficient with creating bus routes. Swissport handles all calls from parents and they have not had any safety issues. In discussing this matter with Suffolk County, the above information is based on their opinion.

- b. Company: Orange County Department of Health.  
Contact Person: Confidential  
Date of Reference: February 2017

Reference Summary: Swissport has been providing Transportation Management for the past 5 years (also contracted with Swissport for 10 years prior to 2009). They transport approx. 600 children and are very satisfied with their contract. Swissport has been very efficient with creating bus routes. Swissport handles all calls from parents and they have not had any safety issues. In discussing this matter with Orange County, the above information is based on their opinion.

## Reference Check Summary

Solicitation # HE1201-1636

Date of Form: 3/21/17

Vendor Name: Swissport

Vendor EIN: ~~XXXXXXXXXX~~

Prepared by: Shannon Jauck

### Reference Checks:

a. Company: Orange County Department of Health

Contact Person: Christopher Erickson- Deputy Commissioner

Date of Reference: 2/28/17

Reference Summary: Orange County currently uses Servisair and Deputy Commissioner shared that he felt this company was working out great. He mentioned they were easy to communicate with, easy to work with, responsive when needed, and were a good buffer between parents and the department.

## Reference Check Summary

Solicitation # HE1201-1636

Date of Form: March 27, 2017

Vendor Name: VMC

Vendor EIN: NIFS: 204085627 Per Vendor RFP response: 16-0961026

Prepared by: Mary Ellen Harty

### Reference Checks:

a. Company: Schenectady County Health Department

Contact Person: Lisa Mell/Finance Director/518 386-2810

Date of Reference: February 22, 2017

Reference Summary: Spoke with Ms. Mell regarding Schenectady County (SC) experiences with VMC company. She advised that they had no problem with them. They were always responsive and "really good to work with." VMC worked with SC for five or six years. VMC did the bus routing for SC. SC paid by bus and it worked well for them. Services were subsequently added: VMC collected the bus logs and entered dates, etc. (driver logs entered into a database). Changes took place to SC when their administration reviewed all outside contracts. They chose to do the work in-house hiring someone that had previously worked at a local school district. SC purchased their own routing software (Transfinders) and it's working "great." They have approximately 300 children. SC does not bill Medicaid transportation at this time. It was also mentioned that the VMC system interfaced with the McGuinness system/dates of service from bus logs. With regard to reporting, these were ok.....only late if the bus logs arrived late.

## Reference Check Summary

Solicitation # HE1201-1636

Date of Form: March 17, 2017

Vendor Name: VMC Group, Inc.

Vendor EIN: 16-0961026

Prepared by: Mary Ellen Laurain, Nassau County Department of Health

### Reference Checks:

a. Company: Ulster County Department of Health

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: I spoke with the employee responsible for EI/preschool transportation. Ulster County transports 160 children and contracts with two bus companies. They have contracted with VMC Group for 10 years. VMC Group did not assist with the bus bids but they did see cost saving with some of the routes. They have a VMC employee who works part time out of the Health Department office and they are satisfied with the services she provides. They pay VMC \$9,000 per month. They do feel that there is a disconnect between VMC's main office in Niagara and their office. In discussing this matter with Ulster County, the above information is based on their opinion.

b. Company: Niagara County Department of Health

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: Has Contracted with VMC, Group for 15 years. They transport 250 children and utilizes two bus companies. Their routes are rural. They are satisfied with the work that VMC provides. In discussing this matter with Niagara County, the above information is based on their opinion.

Company: Rockland County Department of Health

Contact Person: Confidential

Date of Reference: February 16, 2017

Reference Summary: They utilized the services of VMC Group for a few years. They transport 500 children. VMC did a good job with routing and with routing study. They stressed that they found Chuck Ganim very difficult to deal with, and it took much time and effort to get VMC and the bus companies to work with each other. They stated that Chuck was not proficient with work detail and that he wanted to do all the work from Niagara, which was not helpful to the County. In discussing this matter with Rockland County, the above information is based on their opinion.

Company: Orange County Department of Health

Contact Person: Confidential

Date of Reference: March 2017

Reference Summary: Orange County utilized the services of VMC for 8 years (beginning in 2009). They had a three-year contract with an option to contract for 2 additional years. They chose to end the contract at 3 years and not exercise the option for continuance. Prior to VMC that had utilized Servisair for 10 years but lost the contract to bid. Orange County stated that they had problems with VMC from day 1 of the contract. Chuck Ganim was in charge of the contract, and after 4 months Orange County requested that VMC bring in additional expertise because Chuck did not know how to do the job. This employee said the routing system was a "disaster" and the bus companies were not happy and eventually had to fix their own routes. This employee stated that there were safety issues, fiscal reporting issues and further stated "this contract was my biggest nightmare in my 25-year career." This employee stated that VMC could not work with the bus companies and the DOH had to take the lead on managing the contract. In discussing this matter with Orange County, the above information is based on their opinion.