



Oswego Industries, Inc. / Arc of Oswego County
Request for Proposal: Transportation Services to and from
Day Programming

Scope of Work:

Provide daily round trip transportation services for individuals residing in area homes and other residences to our locations at 7 Morrill Place, 314 Park Street, and 66 Pierce Drive, Fulton NY. The individuals to receive transportation services may exhibit various disabilities that impact vision, hearing, speech, ambulation, general health and physical abilities, as well as emotional needs. These characteristics may require special attention from transportation staff, including behavioral supports.

This is a full-service ridership-based contract. For the purpose of this contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all materials and supplies, all emergency work and special requests; all administrative reporting requirements, any monetary charges occurring from required medical tests and background clearances for drivers and monitors/aides and all overhead costs and profit. It shall also include all travel costs, parking fees and any other ancillary fees and costs including permits, licenses, insurance, etc.

The Transportation vendor must comply with all DOT, OPWDD, DOH and any other applicable laws and regulations to ensure the health and safety of people served. The vendor must provide adequate training to all employees regarding regulations.

All transporters must be aware that some individuals being transported will be in wheelchairs and special care must be taken in the transport of these individuals as follows:

All wheelchair and occupant securement systems must be used in conformance with the manufacturer's instructions. In any instance where an occupant's wheelchair size or configuration, or the individual's physical/medical condition would preclude the transporters ability to comply with the manufacturer's equipment use instructions, the transporter must immediately consult with the appropriate Oswego Industries/ Arc of Oswego County staff.

All transportation staff assisting individuals in wheelchairs must demonstrate competency in the use of wheelchair lifts and securement systems. Curriculum for competency-based training and proof of training must be submitted to Oswego Industries/ Arc of Oswego County staff if requested.

Oswego Industries/ Arc of Oswego County staff must be given access to all vehicles upon request, for the purpose of ensuring the proper use of wheelchair and occupant securement systems to assure the safety of individuals being transported.

Transportation is required Monday through Friday, excluding Oswego Industries/ Arc of Oswego County

recognized holidays (Attachment A) and snow or other unscheduled emergency days. This contract covers year round program operations and will be in effect for a 3 year term. Services will be provided each day programs are in operation. Some program participants do not attend a full five-day week. These schedules are subject to change based upon the needs of the individual being served by the program (Attachment B). Pick up location information is listed (Attachment C) Attachments can be obtained by interested bidding parties by contacting Oswego Industries at 315 598-3108 or via email at RFP@oswegoind.org.

Routes shall be established so that no rider is required to be on the vehicle for an extended period; not to exceed 60 minutes each way. Deviations from this standard require advance approval from Oswego Industries/ Arc of Oswego County staff. Arrival times for Programs are no earlier than 8:30 a.m. and preferably no later than 9:00 a.m. Pick up for departure will begin at 2:00 – 2:30 p.m. The Contractor is responsible for the health and safety of Oswego Industries/ Arc of Oswego County riders while they are on the Contractor's vehicles.

Oswego Industries/ Arc of Oswego County reserves the right to add and delete residential/program sites as programs develop in response to recipient needs and regulatory requirements. Oswego Industries/ Arc of Oswego County will provide the Contractor with advance notice of such changes, inclusive of route adjustments, as they become known. The Contractor will be expected to work cooperatively with Oswego Industries/ Arc of Oswego County to adjust routes accordingly.

Award:

All proposals need to include the Contractor's preferred unit cost. Cost may be based on cost per month, yet consideration will also be made for any credits applied to such monthly invoicing based on reduced ridership, fuel cost or other considerations that may take place during the contact period. Should cost per rider be available, those details should also be included in any the details of any proposal. Service will be awarded to the vendor meeting the contract specifications at the lowest overall cost and is deemed a responsible entity. RFP's must be received by June 1, 2019 at the main office of Oswego Industries/ Arc of Oswego County, 7 Morrill Place, Fulton NY 13069. Faxed, scanned, emailed proposals will not be considered. Original signatures are required on all proposal forms. Oswego Industries/ Arc of Oswego County reserve the right to reject any and all proposals. The award, if any, will be made in the best interest of Oswego Industries/ Arc of Oswego County and the individuals the agency serves.

References: Contractors must be capable of providing transportation services to developmentally disabled individuals in accordance with the specifications. Each bidder must supply three references for similar accounts where services comparable to the services being bid have been or are being supplied by the bidder. References must be obtained from customers who are not personal friends or relations of the bidder. Oswego Industries/ Arc of Oswego County reserves the right to request other references and additional information as necessary and to contact references to obtain additional information as necessary.

Term and Escalation:

Services are to be provided for a period of 3 years, January 1, 2020 – December 31, 2023 with two options for 1-year renewal.

Either party may request that the Contract Price be adjusted at the end of each year based on the anniversary date of the contract agreement. The rate of change (increase or decrease) will be based on fluctuations in the

Consumer Price Index for Wages [(CPI – W), unadjusted, US city average, all items index], published three months prior to the contract anniversary date.

If an increase in the contract amount is requested, the request must be in writing, must include justification and be submitted at least 45 days prior to the contract anniversary date in order to be considered for the CPI – W increase. In all cases vendors must submit copies of the relevant CPI index. The base price for the first year will be the per month bid price. The base price for any subsequent escalation/de-escalation will be the price per month for the preceding contract year.

If the contract continuation option should be exercised, any contract cost increase for each annual anniversary date shall not exceed the prior year's contract cost by more than an amount equal to the change in the National CPI-W published by the US Bureau of Labor Statistics for the preceding 12 month service period ending 90 days prior to the contract annual anniversary day, OR a 5% maximum escalation rate, whichever is LESS. The base month used to determine the appropriate annual change to the CPI-W will be defined as December.

Please note: If the referenced index shows a decrease over the past year, contract prices will be decreased accordingly.

If such index should be discontinued or materially altered in the method of compilation, the figure to be used on each annual anniversary shall be the applicable figure taken from the index in general use which is most closely comparable to such Consumer Price Index for Wages.

Appropriate documentation such as labor agreements, insurance bills, etc. may be requested by Oswego Industries/ Arc of Oswego County to support requests for annual increases up to the limitation for each anniversary as set forth above.

Detailed Specifications:

Contractor Requirements:

The Contractor shall comply with all laws, rules and regulations of the NYS Department of Transportation (DOT), the NYS Department of Motor Vehicles (DMV) and any other State, Federal and local agencies as they pertain to the transportation of individuals. All vehicles must be inspected and approved by the DOT prior to being used for this contract.

The Contractor shall provide a copy of the DOT Contract Carrier permit or the DOT Common Carrier permit, or a letter of exemption issued by the DOT.

The Contractor shall provide a copy of the DMV receipt indicating compliance with Article 19A, Chapter 509 of NYS Vehicle and Traffic Law with an issuance date during or after the most recent April, or a letter of exemption issued by the DMV.

The Contractor shall obtain/maintain OPWDD Registered Provider Status.

Insurance: The Contractor shall provide a certificate of comprehensive automobile liability insurance for owned, non-owned and hired vehicles with limits of not less than one million (\$1,000,000.00) combined single

limit. An ACORD certificate is acceptable proof of liability insurance. Proof of Workers Compensation and Disability Benefits Insurances are also required with specific forms noted as follows:

For Workers Compensation Insurance:

- CE-200 – Certificate of Attestation of Exemption from NYS Workers Compensation Coverage – OR –
- C-105.2 – Certificate of Workers Compensation Insurance (State Insurance Fund version is the U-26.3) – OR –
- SI-12 Certificate of Workers Compensation Self Insurance OR GS1-105.2 Certificate of Participation in Workers Compensation Group Self-Insurance

For Disability Benefits Insurance:

- CE-200 – Certificate of Attestation of Exemption from NYS Disability Benefits Coverage – OR –
- DB-120.1 – Certificate of Disability Benefits Insurance – OR –
- DB-155 – Certificate of Disability Benefits Self-Insurance

The CE-200 Certificate of Attestation of Exemption can be filed and printed on-line at www.web.state.ny.us, the website for the Workers Compensation Board.

The Contractor shall provide proof of compliance with the drug/alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991, where applicable.

Bus Monitors/Aides: The Contractor is required to provide a minimum of three aides to supervise and attend to the individuals being transported. Aide additions and/or removals will be coordinated with Oswego Industries/ Arc of Oswego County staff as required. The Contractor must work cooperatively with Oswego Industries/ Arc of Oswego County staff to fulfill these changes as necessary.

Fingerprinting/Criminal Background Check: The Contractor shall provide upon request the names of all drivers and aides performing on this contract. All personnel providing direct contact services to the individuals served by OPWDD certified programs are required to submit to criminal history record information checks for any Contractor employee, volunteer or subcontractor who became employed or were associated with your organization on or after April 1, 2005 per Chapter 575 of the Laws of 2004. The cost of such background checks is the responsibility of the Contractor. The Human Resource Department of Oswego Industries/ Arc of Oswego County may be contacted at 315-598-3108 for guidance/advisement on the process for obtaining the required fingerprinting and submission.

Mental Hygiene Law Section 16.33 and Executive Law Section 845-b: The Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (“consumer contact”) and who hereafter submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual herein after referred to as “a subject party”) shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the Contractor shall deny or hold in abeyance employment or volunteer opportunities involving individual contact to a subject party when directed to do so by OPWDD and in those instances the Contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the Contractor.

In addition, the Contractor must comply with the NYS Protection of People w/Special Needs act which requires the immediate reporting of instance of abuse, neglect and other incidents.

General: The Contractor shall maintain current information for each driver and provide the following information each year at the time of the contract anniversary:

- Assurance of completion of physical examination and drug screening
- The annual defensive driving review
- The annual review of driving record
- The driver record abstract
- Valid NYS driver's license for the vehicle driven

The Contractor shall provide appropriate supervision to all drivers and other personnel.

Monitor/Aide (3) Duties: Bus monitors/aides as assigned, will ride in assigned vehicles with individuals served going to and returning from programs. They will be responsible for the safety and well-being of program individuals who are riding the vehicles. Duties shall include, but are not limited to:

- Assisting people entering and exiting vehicles
- Assisting people with buckling seat belts (disabled individuals shall not be responsible for assisting other individuals)
- Providing specific behavior and medical support as trained/assigned
- Using the hydraulic lift to load wheelchairs
- Securing wheelchairs and any other equipment brought on board
- Supervising the behavior of riders and intervening when necessary
- Making sure that riders get off only at their designated stops
- Documenting and reporting events as necessary
- Making sure that riders are always seated and remain seat belted
- Checking the vehicle at the end of the route to ensure everyone has exited at the proper stop

Medical Requirements: The Contractor must certify that all drivers and monitors/aides are in good overall health and have at a minimum a basic health screening annually. In addition, the Contractor agrees that every employee having consumer contact will have proof of a negative Mantoux (PPD) test.

Also required is proof of two MMR shots in that person's lifetime or proof of a blood titer showing immunity for any person born after January 1, 1957. Any and all expenses incurred in meeting these requirements are the responsibility of the Contractor and will at no time be billed to Oswego Industries/ Arc of Oswego County. These records must be available for audit when requested by Oswego Industries/ Arc of Oswego County. Random audits may be performed without prior notice.

The Contractor agrees to offer Hepatitis B vaccinations and make available any necessary personal protection equipment to all at-risk employees. The Contractor also agrees to implement any necessary engineering and work practice controls. In addition, the Contractor assumes responsibility for complying with OSHA regulations, including those regarding post-exposure evaluation and follow-up and for all related costs and recordkeeping.

The Contractor agrees to provide training on Infection Control, including universal precautions and bloodborne pathogens to all staff that may be at risk of being exposed on the job to blood that may contain Hepatitis B virus, HIV and other blood borne pathogens as well as other potentially infectious materials.

The Contractor shall have a written vehicle emergency evacuation procedure. The Contractor shall ensure that all drivers and other personnel are appropriately trained in safety and emergency procedures, including

emergency evacuation.

The Contractor shall provide training which mandates the following requirements are met during transportation:

- No physical, sexual or psychological abuse of individuals
- No use of corporal punishment
- No discrimination toward individuals based upon race, creed, color, religion, gender or sexual preference, ethnic background or disability
- No use, distribution, sale, or possession of illegal substances or alcohol
- No leaving of the vehicle unattended when individuals are present
- No transportation duties performed by individuals
- No financial transactions allowed among employees and individuals without the explicit prior consent of Oswego Industries/ Arc of Oswego County
- HIPPA compliance

The Contractor agrees to provide upon request, proof that each employee successfully completed training prior to the start of work on the contract.

It is recognized that for the protection of individuals being transported, bus drivers and monitors/aides must be of stable personality and of high moral character, capable of reasonable control of passengers and willing to carry out the regulations prescribed by OPWDD and Oswego Industries/ Arc of Oswego County. The Contractor will agree to accept the full responsibility of assuring such qualities in bus driver and monitor/aide personnel. The Contractor will agree that no person shall be allowed to drive a vehicle or act as a monitor/aide on a vehicle under the provisions of this contract, whose moral character is not of the highest level and whose conduct might in any way expose any passenger to any impropriety of word or conduct whatsoever. The Contractor agrees that no person shall be allowed to drive a vehicle or act as a monitor/aide on a vehicle who is not at the time in a condition of mental and emotional stability.

Hiring and Dismissing: The hiring and dismissing of personnel for the operation of the vehicles and monitoring of the riders shall be the responsibility of the Contractor, who agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement. The Contractor will further agree that Oswego Industries/ Arc of Oswego County shall have the right to require dismissal from service under this contract, any driver or monitor/aide who, in Oswego Industries/ Arc of Oswego County's opinion is not qualified to operate a vehicle or support appropriately a disabled individuals. The Contractor agrees to remove from service any driver or other personnel suspected of, or reported as, engaging in inappropriate and/or illegal behavior.

The Contractor will cooperate in the investigation of any alleged incident pursuant to 14 NYCRR part 624 and ensure:

- Transportation personnel understand what constitutes abuse, neglect and mistreatment, as well as their roles in reporting such incidents
- Transportation personnel will report any incidents involving consumers (i.e. abuse, injuries, inappropriate behaviors, etc.) to the residential site staff (when the residence is a certified site) or to the staff in charge of transportation coordination at the respective day program site as expeditiously as possible.
- Reports of suspected abuse, neglect, maltreatment or health and safety concerns shall be made to the individual's residence or program site.
- Notification will be made to law enforcement officials when the incident may have

constituted a criminal offense.

- Transportation personnel will immediately report any motor vehicle accidents to the appropriate law enforcement agency, as well as to Oswego Industries/ Arc of Oswego County.
- Transportation personnel will cooperate in the investigation of any alleged incidents pursuant to 14 NYCRR Part 624.

Vehicle Requirements: Vehicles must be vendor identifiable and appropriate to the various needs of the individuals being transported and are to be of appropriate size to transport safely and with reasonable comfort.

When non-ambulatory individuals are to be transported, vehicles with a hydraulic lift and wheelchair locks will be required. Vehicles are to be equipped with a power lift from ground to enable the individual to be loaded and unloaded without their removal from the wheelchair. All walkers and wheelchairs must be properly secured within the vehicle.

Vehicles used for transportation shall be equipped with a seat belt for each passenger. Additional special safety equipment may be required such as harnesses, car seats and supportive restraints. Transporters shall always ensure the use of safety equipment, and training of all personnel who use the equipment. The transporter shall ensure that all equipment operates properly and that it is serviced/inspected on a regular basis.

Vehicles shall not be operated while an individual or staff is standing. Each individual shall have his/her own seat. The space requirement for each individual will be deemed to be that of an adult.

The vehicles used shall not exceed the certified capacity for number of passengers.

The Contractor agrees to provide upon request to Oswego Industries/ Arc of Oswego County the following vehicle information for each vehicle intended for transportation use in this contract:

1. Make, model, VIN and year of manufacture
2. Seating capacity (ambulatory and non-ambulatory)
3. Frequency of vehicle use in the last year
4. Date of the most recent DOT inspection and whether, in the last year, the vehicle failed to pass a DOT inspection

Vehicles and all securement systems must be in full compliance with the transportation accessibility requirements of the Americans with Disabilities Act.

Vehicles must be equipped with an operational two-way radio or a cellular telephone. In the event of an accident or medical emergency, the driver shall call for emergency help if necessary. The Contractor shall immediately notify police and, if necessary, dispatch another vehicle and driver to the scene of the accident. The Contractor shall also notify the appropriate staff of the residential and day programs. Under no circumstances shall any driver leave the scene of an accident unless police are on the scene and have cleared the driver for leaving.

Vehicles should be maintained to assure on-time pick up and arrival at all times. Substitute vehicles must be available to cover any emergency situations caused by vehicle breakdowns. In the event of equipment breakdowns requiring multiple vehicles to be used to provide comparable services, the Contractor will provide these at no additional expense to Oswego Industries/ Arc of Oswego County, inclusive of requisite

personnel.

Each vehicle shall be equipped with fully operational heating and air conditioning systems. Temperatures on each vehicle shall be maintained at comfortable levels suited to the physical needs of the riders.

Vehicles shall be maintained in a clean and sanitary condition inside and out.

The vehicles will meet all the reasonable needs of the disabled citizens to be transported.

Driver/Personnel Requirements: The Contractor guarantees that each driver shall conform to the requirements as set forth by the State of New York, DMV, Commissioner's Regulations for Article 19-A of the Vehicle and Traffic Law and other current state licensing laws. Any cost of such instructions shall be the responsibility of the Contractor.

In addition, the Contractor will be required to maintain and provide on request a copy of the DMV driving history abstract for each driver assigned to transporting individuals covered under the contract.

Drivers under this contract shall be required to have a license in compliance with all necessary requirements of the SED, DOT, DMV, and Section 509 Article 19A of the Vehicle and Traffic Law.

Drivers and other personnel must be trained in and familiar with the procedures for securing wheelchairs and equipment for individuals who use wheelchairs during transport.

Drivers and monitors/aides assigned by the Contractor shall be physically able to perform their assigned work.

All drivers and monitors/aides should attend appropriate training that will assist them in transporting individuals with developmental disabilities.

All drivers and monitors/aides shall be trained and meet the requirements set forth in provisions for OPWDD Registered Provider Status.

Oswego Industries/Arc of Oswego County reserves the right to request the dismissal of a contractual employee who violates the safety and security rules and regulations of this agency or who in any way may be considered a hindrance to quality client care. Oswego Industries/ Arc of Oswego County may request removal of any driver/monitor/aide who detracts from the safe operation of the vehicle, or who poses a physical or psychological threat, or otherwise mistreats, abuses, neglects or demeans riders.

Drivers and monitors/aides shall present a neat and clean appearance.

Also, see previously listed requirements for fingerprint/criminal background checks, PPD and MMR requirements.

Reports: A complete and updated schedule and description of each route must always be in the possession of the operator. The route description will include the name, address and telephone number of the residence along with the pickup and return delivery time of each individual. These route lists must be submitted to Oswego Industries/ Arc of Oswego County within two weeks prior to the start of the contract with updated lists submitted as any changes are incorporated. Operators shall not deviate from a planned route or change the pickup time of an individual once established without prior approval of Oswego Industries/ Arc of Oswego County.

Drivers and/or monitors/aides will be required to fill out the Contractor's version of a Daily Vehicle Log that lists the names of the driver, monitor/aide(s) and individuals that are transported on each trip to and from program sites each day. The Daily Vehicle Log shall be filled out completely, signed, dated and kept on file at the Contractor's place of business, available to Oswego Industries/Arc of Oswego County for review upon request.

Drivers/monitors/aides will inform Oswego Industries/Arc of Oswego County immediately by phone, and in writing as soon as practical, with full detailed information within 24 hours per reporting requirements of any occurrences on the vehicle which profoundly affects, disrupts or interferes with the provision of service. Types of events that should be reported include, but are not limited to: vehicle accidents, vehicle breakdowns, injury of a passenger, and/or illness of a passenger. The written notification will include the following: date and time of the event; names of involved passenger(s), the driver and monitor/aide(s); a description of the event along with action(s) taken to resolve the situation; the signature of the operator.

Drivers and monitors/aides may be required to submit other reports or information as requested by Oswego Industries/ Arc of Oswego County.

Safety: For any delay over 20 minutes, the transporter is responsible for notifying the program site(s) detailing the reason for the delay and the estimated arrival time.

In the event of an accident or medical emergency, the driver shall call for emergency help if necessary. The Contractor shall immediately notify police and, if necessary, dispatch another vehicle and driver to the scene of the accident. The Contractor shall also notify the appropriate staff of the residential and day programs. Under no circumstances shall any driver leave the scene of an accident unless police are on the scene and have cleared the driver for leaving.

All accidents must also be reported in writing to Oswego Industries/ Arc of Oswego County within 24 hours. Copies of all police reports and/or MV 104 Report of Motor Vehicle Accident must also be submitted.

Safety drills shall be held as required by regulations. Arrangements for such drills shall be made cooperatively between the transport Contractor and Oswego Industries/ Arc of Oswego County. Oswego Industries/ Arc of Oswego County Programs must be notified of all scheduled drills at least 24 hours in advance. If the drill must be rescheduled, the transport Contractor will notify Oswego Industries/ Arc of Oswego County of the change and the new scheduled date.

Authorized Oswego Industries/ Arc of Oswego County personnel or individuals authorized by Oswego Industries/ Arc of Oswego County shall be permitted to ride on any vehicle at any time when it is performing services under this contract.

Each driver under any section of this contract shall identify themselves to any authorized Oswego Industries/ Arc of Oswego County representative or their designee requesting identification by presenting a valid driver's license.

Drivers must not leave the vehicle when riders are on board nor shall riders be permitted to disembark the vehicle until reaching the final program or residence destination unless there is a risk to safety by remaining on the vehicle.

No smoking is allowed on the vehicle at any time.

No unauthorized individuals are allowed on the vehicle at any time.

Special: The Contractor and Oswego Industries/ Arc of Oswego County will collaboratively determine alternate pick-up and drop-off times in the event of delayed program opening, early dismissal, or cancellation/closure for a day. Closure determinations shall be made independent of community school closings and shall be based upon the safety of existing or expected road conditions or other conditions hazardous to travel.

Any vehicle configuration in terms of capacity and type may be utilized for transportation provided NYS DOT, OPWDD regulatory stipulations and the individual requirements of each passenger are met. The Contractor agrees to allow Oswego Industries/ Arc of Oswego County to increase or decrease the number of individuals riding a vehicle within that vehicle's certified capacity. Other riders who are not Oswego Industries/ Arc of Oswego County program participants shall be not transported without written acknowledgement of consent from Oswego Industries/ Arc of Oswego County.

Confidentiality: The Contractor shall treat all information, in particular that relating to Oswego Industries/ Arc of Oswego County program participants and the program providers, obtained through its performance under contract, as confidential information to the extent provided under NYS and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights within this contract. The Contractor is responsible for informing its employees of the confidentiality requirements of this agreement.

The Contractor and Oswego Industries/ Arc of Oswego County agree that all communications and agreements pertaining to this contract shall be kept confidential. No information shall be disclosed, except that required by Federal or State law, without the mutual consent of each party.

Non-Exclusive Operating Privileges: It is understood that this contract in no way excludes Oswego Industries/ Arc of Oswego County from using its own vehicles, nor does it limit Oswego Industries/ Arc of Oswego County from using the services of other Contractors in performing similar and other services.

Independent Agreement: The interpretation of this agreement and relations with the Contractor and Oswego Industries/ Arc of Oswego County shall be construed as being an independent agreement with the Contractor for furnishing transportation and monitor/aide services only. The Contractor shall not be held or deemed in any way to be an agent, employee or official representative of Oswego Industries/ Arc of Oswego County.

Storage and Parking: The Contractor shall be responsible for all storage and parking of vehicles.

Cancellation: Oswego Industries/ Arc of Oswego County will make no allowances or concessions to the Contractor for any alleged misunderstanding because of quality, character, location or other conditions. Oswego Industries/ Arc of Oswego County reserve the right to cancel the contract without cause upon serving 60 days written notice to the Contractor. Cancellation by mutual agreement of all parties to the contract will be allowed subject to documentation in writing. The vendor/Contractor does hereby represent that they are familiar with and have full knowledge of all the requirements necessary for satisfactory performance of the conditions of this contract and does hereby represent that they are fully cognizant of the extent of the work to be performed.

The Contractor must comply with the New York State Information Security Breach and Notification Act:
{New York State Technology Law, Section 208}

Payment: Invoices shall be submitted at the beginning of each month for the preceding month's service. Sales tax shall not be included on invoices as Oswego Industries/ Arc of Oswego County is a tax-exempt entity. All invoices must be delivered to:

Oswego Industries (services related to Oswego Industries program participants) at 7 Morrill Place, Fulton NY 13069 Arc of Oswego County (services related to the Arc program Participants) at 7 Morrill Place, Fulton NY 13069.

Payment for invoices shall be rendered by paper check sent to an address specified by the Contractor.

Tied Bids: In the event of a tied bid, the contract shall be awarded in order of the following:

1. If the tie bid involves a NYS certified MWBE, the award shall be made to the MWBE.
2. If ties cannot be determined by the above means, a random selection shall be made.

Thank you for participating in the Proposal process, please submit your Proposal to:

Oswego Industries
Attn: Transportation RFP
7 Morrill Place
Fulton, NY 13069
Inquiries:
RFP@oswegoind.org
315-598-3108