City of Kingston Finance and Audit Committee
Meeting Agenda
Monday, February 12, 2018

GRANTS MANAGEMENT UPDATE

NEW BUSINESS

Carly Winnie, City Clerk Re: Common Council Audio System Repair/Upgrade
Audio System Request.pdf

Brian Woltman, Purchasing Asst. Re: 2018 Procurement Policy
2018 Procurement Policy and Procedures Manual.pdf

Ralph Swenson, Engineer Re:Westbrook Lane Storm sewer Improvements
Noble_Westbrook Lane storm Sewer Funding Request_011818.pdf
Kingston Plaza Drainage at Herzog_080315.pdf
Westbrook Lane Storm Sewer Alignment.pdf
CK171.Preliminary Cost Estimate.pdf

Emily Flynn, Director of Health and Wellness Re: 2018 Budget Transfer
HealthWellness-2018-BudgetTransfer-Letter-signed.pdf

Julie Noble Re: Transfer of Grant Funds
20180202111129.pdf
Request to President Noble to transfer funds for 2018 grants.pdf

John Tuey, Comptroller Re: Telecommunications Audit Request
Agreement Template - City of Kingston.doc
Committee Report.pdf
Telephone Billing Memo.docx

Mayor Noble Re: KPFFA MOA
Suggested Action: Refer this matter to the Council's Finance Committee for review and consideration
Communication- KPFFA MOA 2-1-18.pdf
KPFFA MOA.pdf

Daniel Baker, Assessor Re: Budget Modification (Assessor's Office)

Suggested Action: Transfer $2,500 from A11355.411 to A11355.205
Committee Report Transfer Assessor.pdf

John Tuey, Comptroller Re: Parking Ticket Collection Policy and Related Matters
Parking Communication.pdf
Parking Ticket Collection Policy.docx
Complus 2017.pdf
Complus Addendum.pdf
Complus_Kingston NY_Addendum_1.23.2017 v2.doc.pdf
Company Overview.docx
COLLECTION PROCEDURES.docx
City of Kingston Boot and Tow Law.pdf
Capital Recovery.pdf

AGEING-AR.pdf

CITY OF KINGSTON

Office of the City Clerk
Registrar of Vital Statistics
cityclerk@kingston-ny.gov

Steven T. Noble, Mayor
Carly J. Winnie, City Clerk/Registrar

Deidre Sills, Deputy Clerk
Susan Mesches, Deputy Registrar

February 2, 2018

James Noble, President
Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear President Noble,

There are two microphones from the Common Council sound system, which are irreparable and need replaced as soon as possible. The attached quote #2649868 shows a cost of $1,179.90 for two replacement microphones and receivers.

I have also attached quote #2964868 in the amount of $1,678.85 for equipment to support the previously purchased video camera with wireless audio feed and to upgrade the current mixer to a 16-channel mixer. These upgrades were proposed by Kale Koposhilin and others to help eliminate hum and simplify microphone setup.

I respectfully request that you forward this to the Finance and Audit Committee for consideration.

Thank you,

Carly Winnie
City Clerk

City Hall· 420 Broadway · Kingston, New York 12401 · (845)334-3915 · Fax (845) 334-3918 · www.kingston-ny.gov

Procurement Policy and Procedures
City of Kingston
Central Purchasing Department

Steven T. Noble, Mayor

Brian J. Woltman
Purchasing Agent

Table of Contents

INTRODUCTION

It is the intent of this manual to explain to users what the Purchasing Department (hereinafter "Purchasing") does, and to provide users with information that will enable them to make the most effective use of the services offered by Purchasing. It is suggested that you read this manual closely, and ask any questions that you feel necessary to increase your understanding of the purchasing process, and refer to it as frequently as you need to in the course of carrying out your daily responsibilities. This manual will be reviewed frequently and updated accordingly.

A. Mission:
Purchasing shall promote the City's best interest by providing a professional purchasing system of quality and integrity whereby all persons involved in public purchasing are treated fairly and equitably, the value of public funds are maximized and a sufficient supply system is available for all departments/agencies.

Purchasing will implement and maintain the purchasing system in full accordance with the requirements set forth in the General Municipal Law of the State of New York, the City Charter, and with such local laws as passed by the City of Kingston Common Council, and with such directives as issued by the Mayor. Purchasing shall conduct the procurement system for the City in a cost effective, objective manner, devoid of favoritism or special influence.

In the absence of the Purchasing Agent any functions assigned to him/her can be fulfilled by the City Comptroller.

B. Goals:
The goal of Purchasing is to make the purchasing process as competitive and objective as possible, while striving to promote high standards for all business relationships.

C. Objectives:
The objective of the Purchasing Department is to obtain, on a timely basis, quality products and services as economically as possible, as well as to satisfy the specific needs of our various departments. We endeavor to assure that the taxpayers receive the maximum value for each dollar expended. The established purchasing objectives center on the need for efficient and effective operations which are responsive to users' needs, and practices which promote sound purchasing management and render the greatest value for the City taxpayer's dollars. With this in mind, Purchasing is charged with accomplishing the following objectives:

- Promote timely procurement of supplies, equipment, and services necessary to the daily operation of the City.
- Promote prudent spending of City funds by obtaining maximum value for purchasing dollars spent by ensuring competition. Promote fair and open competition among vendors in an impartial manner.
- Promote buying techniques that encourage economies of scale, thereby ordering materials and services in large quantities when applicable and practical.

- Provide guidance, oversight, and problem resolution to City departments, and ensure compliance with City purchasing policies and procedures.
- Simplify, clarify, and streamline the procurement process of the City. Make the purchasing policies and procedures practiced by the City as consistent as possible.
- Ensure fair and equitable treatment of all persons/vendors who deal with the City.
- Ensure that all interested suppliers understand how to do business with the City.
- Maintain liaison with vendors providing goods/services to the City, including the resolution of complaints regarding goods/services.
- Treat all prices and technical information submitted by suppliers as confidential when appropriate, in order to preserve a good business reputation and obtain competitive prices.

D. Purchasing Department's Responsibilities

Purchasing is charged with providing efficient service to the departments in the procurement of goods and services that are of the best value from responsible vendors. Purchasing is responsible for handling all aspects of the procurement process, including the identification and development of sources, assistance to departments in the development of specifications, solicitation of bids, proposals, and quotations and interacting with vendors.

All City departments shall adhere to the provisions detailed in GML Sections 103 and 104-b, (as such sections may be amended from time to time) regardless of whether they are covered in this Manual. So long as there is compliance with these sections of State Law, the Purchasing Agent shall have ultimate discretion regarding any and all procurements.

E. Department Responsibilities

Departments should plan purchases sufficiently in advance to allow Purchasing to obtain the best price and/or overall service.

Purchase orders are based upon the information and specifications shown on the Purchase Requisition (PR) form. Care should be taken so that specifications are adequate to allow someone with little or no knowledge of the merchandise to place the order properly. When requesting parts for machines or equipment, a manufacturer and part number or model number of the unit the parts are for, should be stated on the PR form.

The Purchasing Agent has the right to make alternative suggestions to the requisitioning department if, in his/her judgment, the specifications would restrict competition, or otherwise preclude the most economical purchase of the required items.

Departments must record instances of vendor inconsistency and any evidence of unsatisfactory vendor performance during the course of any contract, and must provide this information to the Purchasing Office immediately. This procedure should be followed each time a vendor does not perform to the standards of our bid or request for proposal. The Purchasing Agent will review the issue and will contact the Corporation Counsel for legal assistance if necessary or prudent.

Purchases to be made with grant money should be planned well in advance of the expiration date of the particular grant. The departments shall immediately notify Purchasing of what commodities need to be purchased with the grant money to allow for a cost effective purchase and prompt payment. Notifying Purchasing in a timely manner will help ensure that grant money will not be lost.

Employees who are involved in their department's procurement process are to familiarize themselves with these policies and procedures. Supervisors are to ensure that new employees have read these policies.

No purchase shall be divided for the purpose of bringing the value of the order down to avoid using more stringent purchasing methods or restrictions, or to avoid statutory competitive bidding requirements.

F. Payments

All invoices and signed vouchers are sent to the requisitioning department by the vendor.

G. Change Orders

Change orders are required when it becomes necessary to increase the dollar amount (10% or more) of a purchase order to cover product price increases, or to cover shipping charge increases. The requisitioning departments are instructed to communicate in writing to Purchasing, any and all change orders. Purchasing will then determine if the particular change order is sufficient to warrant an amended purchase order.

A Change Order may not be used to change the vendor. If you must change the selected vendor, the original purchase order must be cancelled and the requisitioning department must then create a new purchase requisition.

H. Public Works Projects/Contracts

It is important to distinguish between contracts for public works and purchase contracts, as these items are not defined in the General Municipal Law. This distinction is especially important because there is a $15,000 difference between the bidding thresholds.

In general, purchase contracts involve the acquisition of commodities, materials, supplies or equipment, while contracts for public work involve services, labor or construction. Many times contracts involve both goods and services and it is difficult to determine which bid limit to apply. Each procurement action must be reviewed on a case by case basis and determination must be made as to what kind of contract is involved. As a general rule, if the contract involves a substantial amount of services, such that services are the focal point and the acquisition of goods is incidental, it will be considered a contract for public works. Conversely, if services or labor are only minimal or incidental to the acquisition of goods, it is considered a purchase contract.

For example, a contract for interior painting of a building involves both material (paint) and labor (painting). In most instances, the labor component of the contract will be predominant, making it a contract for public work.

Any contract for public works in the amount of $5000 or more shall require a fully executed standard agreement contract accompany the purchase order.

Section I

I. City of Kingston Standard Contract Insurance Requirements

(THIS TEMPLATE IS NOT TO BE USED FOR THE FOLLOWING TYPES OF CONTRACTS: Bridges, Demolition, Blasting, Hazardous Waste/Material Handling or Disposal, Professional Medical Services, Hospitals/Laboratory or Capitol Projects. Please contact the City's Purchasing Office to determine the proper schedule for these types of contracts.)

PRIOR TO SENDING THIS AGREEMENT TO CONTRACT MANAGEMENT FOR REVIEW, PLEASE CHECK WITH THE PURCHASING DEPARTMENT TO VERIFY THAT YOU HAVE THE PROPER INSURANCE SCHEDULE ATTACHED.

UNLESS OTHERWISE AUTHORIZED BY THE CITY OF KINGSTON PURCHASING DEPARTMENT, STRICT ADHERENCE TO THIS SCHEDULE IS REQUIRED. ANY DEVIATION FROM THESE REQUIREMENTS WITHOUT PRIOR AUTHORIZATION FROM THE PURCHASING DEPARTMENT WILL RESULT IN A DELAY IN FINALIZING AN AGREEMENT.

WORKERS COMPENSATION AND DISABILTY INSURANCE:

The VENDOR shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the City's Purchasing Office Certificates of Insurance evidencing this coverage. **If a VENDOR is not required to carry such insurance, the VENDOR must submit form CE-200 attesting to the fact that it is not required to do so.**

WORKERS' COMPENSATION REQUIREMENTS: To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the VENDOR) seeking to enter into contracts with municipalities (the CITY) MUST provide ONE of the following forms to the municipal entity (the CITY) it is entering into a contract with:

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit form C-105.2, "Certificate of Workers' Compensation

Insurance." The VENDOR'S insurance carrier will send this form to the CITY at the VENDOR'S request. **PLEASE NOTE:** The State Insurance Fund provides its own version of this Form (the U-26.3).

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED,** submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance." The VENDOR'S Group Self-Insurance Administrator will send this form to the CITY at the VENDOR'S request.
- **IF THE VENDOR IS NOT REQUIRED TO CARRY COVERAGE,** SUBMIT Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and instructions for completing it are available from the link below.

DISABILITY BENEFITS REQUIREMENTS: To assist the State of New York and municipal entities (the CITY) in enforcing WCL Section 220(8), business entities (the VENDOR) seeking to enter into contract with municipalities (the CITY) MUST provide ONE of the following forms to the municipal entity (the CITY) it is entering into a contract with:

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit Form DB-120.1, "Certificate of Disability Benefits Insurance." The VENDOR'S insurance carrier will send this form to the CITY at the VENDOR'S request.

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED,** submit Form DB-155, "Certificate of Disability Self-insurance." The VENDOR must call the Workers Comp. Board's Self-Insurance Office at (518)402-0247.

- **IF THE VENDOR IS NOT REQUIRED TO CARRY COVERAGE,** submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers ' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the New York State Workers' Compensation Board's website, **www.wcb.state.ny.us**, under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering questions about this form. Please contact an attorney if you have any questions regarding Form CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

***NOTE: ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits Insurance Coverage. The manner of proof related to Workers' Compensation and Disability Insurance is controlled by New York State Laws, Rules and Regulations.**

COMMERCIAL GENERAL LIABILITY INSURANCE:

The VENDOR shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the CITY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the VENDOR, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the VENDOR to maintain such insurance in amounts sufficient to fully protect itself and the CITY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

> Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.
>
> Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
   A. Contractual Liability
   B. Independent Contractors
   C. Products and Completed Operations
3. The City of Kingston, located at P.O. Box 1627 in Kingston, New York, 12402, shall be added to the Commercial General Liability policy as an "Additional Insured" and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the VENDOR with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage shall include:
   A. All owned vehicles
   B. Hired car and non-ownership liability coverage
   C. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

[ ] If this box is checked, Professional Liability Insurance shall be provided by the VENDOR as follows:

Professional Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

ADDITIONAL CONDITIONS OF INSURANCE:

1. The VENDOR shall submit copies of any or all required insurance policies as and when requested by the CITY.

CERTIFICATE OF INSURANCE:

The VENDOR shall file with the CITY CLERK'S OFFICE, prior to commencing work under this Agreement, a Certificate of Insurance.

1. The Certificate of Insurance shall include:
   A. Name and address of Insured
   B. Issue date of certificate
   C. Insurance company name
   D. Type of coverage in effect
   E. Policy number
   F. Inception and expiration dates of policies included on the certificate
   G. Limits of liability for all policies included on the certificate
   H. "Certificate Holder" shall be the City of Kingston, P.O. Box 1627, Kingston, New York 12402.

2. If the VENDOR'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the CITY shall be provided with a new certificate indicating the replacement policy information as requested above. The CITY requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

J. City of Kingston Standard Contract Insurance Requirements for all Capital Projects

PRIOR TO SENDING THIS AGREEMENT TO CONTRACT MANAGEMENT FOR REVIEW, PLEASE CHECK WITH THE PURCHASING DEPARTMENT TO VERIFY THAT YOU HAVE THE PROPER INSURANCE SCHEDULE ATTACHED.

UNLESS OTHERWISE AUTHORIZED BY THE CITY OF KINGSTON PURCHASING DEPARTMENT, STRICT ADHERENCE TO THIS SCHEDULE C IS REQUIRED. ANY DEVIATION FROM THESE REQUIREMENTS WITHOUT PRIOR AUTHORIZATION FROM THE INSURANCE DEPARTMENT WILL RESULT IN A DELAY IN FINALIZING THIS AGREEMENT.

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The VENDOR shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the CITY'S Insurance Department Certificates of Insurance evidencing this coverage. **If the VENDOR is not required to carry such insurance, the VENDOR must submit form CE-200 attesting to the fact that it is not required to do so.**

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Bodily Injury Liability Insurance in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** for each occurrence and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

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2. Coverage shall include:
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   B. Independent Contractors
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3. The City of Kingston, located at P.O. Box 1627 in Kingston, New York, 12402, shall be added to the Commercial General Liability policy as an "Additional Insured" and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE:

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the VENDOR with a minimum Combined Single Limit (CSL) of **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS.**

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage shall include:
   - A. All owned vehicles
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1. The Certificate of Insurance shall include:
   - A. Name and address of Insured
   - B. Issue date of certificate
   - C. Insurance company name
   - D. Type of coverage in effect
   - E. Policy number
   - F. Inception and expiration dates of policies included on the certificate
   - G. Limits of liability for all policies included on the certificate
   - H. "Certificate Holder" shall be the City of Kingston, P.O. Box 1627, Kingston, New York 12402.

2. If the VENDOR'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the CITY shall be provided with a new certificate indicating the replacement policy information as requested above. The CITY requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

Section II

General Provisions

I Authority

The Central Purchasing Department is authorized to execute the Procurement Policy as it is prescribed in chapter 103 of the city code (Refer to Section 2) that was adopted by the common Council on September 1, 1992

II Purpose

The purpose of the Central Purchasing Department is to centralize all purchases of supplies, materials, equipment and services necessary to operate the government of the City of Kingston in a sound, professional and businesslike manner.

III Purchasing Procedures

The following procedures are to be followed when a given supply, material, piece of equipment or service is needed.

1) The requisitioning department shall complete and sign a Purchase Request (PR) form; which shall include sufficient data and background to allow for the preparation of a purchase order by the Purchasing Agent. After the particular department head or authorized official approves the purchase, a signed PR is forwarded to Central Purchasing, and the requisitioning department shall also retain a copy.
2) The requisitioning department shall prepare all specifications according to their needs. The PR shall then be reviewed by the Purchasing Department. A determination in accordance with the city code and New York State General Municipal Law (Refer to Section 3) is then made whether or not the particular requisition will require the receipt of formal bids. The requisitioning department shall be notified of the decision.

IV The Bidding Process

Competitive bidding is required for the purchase of commodities or groups of commodities with an anticipated value of $20,000 or more and for non professional public works purchases with an anticipated value of more than $35,000. The competitive bidding process ensures that all bidders receive the same information, and the bid award shall be made to the lowest responsible bidder. Once a determination is made that a particular requisition for a purchase, service or public works project meets the required threshold for a public bid the Purchasing shall then commence the bidding process.

As authorized by New York General Municipal Law 103, purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the Labor Law) may be awarded on the basis of best value, as defined in section 163 of the State Finance Law and as authorized in section 103 of the General Municipal Law, to a responsive and responsible offeror. When the bid specifications state that the bid will be awarded on the basis of "best value," the specifications will also include the criteria that will be used to award the bid. In assessing best value when awarding the purchase contract, non-price factors can be considered. Non-price factors can include, but are not limited to, environmental benefits, energy efficiency, reliability of a product, efficiency of operation, difficulty/ease of maintenance, useful lifespan, ability to meet needs regarding timeliness of performance, and experience of a service provider with similar contracts. The basis for a best value award, however, must reflect, whenever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offeror's that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section 310 of the Executive Law.

Planning and gathering information is vital. To achieve the best results sufficient lead-time should be built into the procurement process to permit adequate planning, specification writing, bidding, vendor selections, documentation, etc. Departments should allow sufficient time for the Purchasing to review product specifications and/or scopes of work and complete the bid or proposal documents. Additional time will be needed for bids and requests for proposals (RFP's) where the resulting contracts require the approval of the Mayor's Office or the Common Council.

Each bid or RFP shall be numbered before being published.

- Advertisements for public bids and RFP's shall be published in the official City newspaper as designated by the Common Council.

Bids and RFP's may also be published on the Empire State Purchasing Group (ESPG) website where they'll be available for viewing and down loading.

Purchasing will issue bid or proposal specification packages to vendors/contractors at the advertised location, or the vendors/contractors may download them from the ESPG website. Bid or proposal packages may also be sent to vendors/contractors via First Class Mail.

All bid or proposal specification packages picked up at Purchasing or sent out from Purchasing are recorded in the bid file. The ESPG website maintains a record of all firms who download the bid or proposal specification documents from the website.

A. Developing Bid Specifications

Purchasing writes a bid using the department's list of specifications as the specific criteria against which vendors' are evaluated. These specifications must be absolutely clear to all potential bidders. The bid will be awarded to the lowest cost supplier to meet all of the department's needs, exactly as it was defined by the department in the specifications.

Departments will not be allowed to add or delete requirements after the bids open; the evaluation will be based solely on the requirements set forth in the bid. During the bid process, the vendors must be absolutely certain they are all considering the same thing. The vendor needs to offer the appropriate product at the right price.

A good bid specification should do four things:

- Identify minimum requirements;
- Allow for competition;
- List reproducible test methods to be used for testing compliance with specifications; and
- Provide for an equitable award at the lowest possible cost.

1. Brand Names

Brand names can be used in a bid specification. If you supply Purchasing with a brand name, the Purchasing Agent will generally specify, "brand name or equal" on the bid request for quote. A brand name gives the parties involved an idea of what type and quality of product you require. In many cases, several distributors can supply a given brand. You still must address the salient characteristics, and important features or requirements. Also define the form, function, and utility of the item or service. Since no two brands are identical in all respects, describe in which respects you need any product offered to be equivalent. Make it clear at the outset what you consider "equivalent" to be.

2. Use of Vendor Specifications

Only departments are qualified to know exactly what their respective needs are. Avoid turning the job over to a vendor. Vendors' literature is written to describe and promote their products. It is their job to sell their company's product and it is to their benefit to emphasize the uniqueness of their product both verbally and in their product literature.

By copying a vendors' literature rather than writing their own specifications, departments are likely to over-restrict the specifications to the point where only the vendor whose literature has been copied can meet them. This may reduce competition and result in higher costs.

Purchasing requests that departments write their specifications using their own thoughts and words. If Purchasing unknowingly issues a bid based on specifications supplied by a department that are from a specific vendor's literature, a competing vendor may challenge the bid or purchase decision, saying the requirements unfairly favored one vendor and restricted competition. The bids may need to be rejected (or the order canceled), and a new list of requirements developed to more accurately reflect the departments true needs. Delays can be avoided by spending quality time up-front writing your own, well-thought-out list of requirements.

3. Avoid Over Specifying

Avoid writing down more that what you actually require to meet your operational needs. The more requirements you add, the more likely it is you will limit the number of vendors that can offer a product or service to meet them. Think about the use of a product that you need for a service to your department and limit yourself to what actually makes sense in your particular setting.

B. Electronic Advertisement of Bids

In addition to public advertisement, Purchasing posts its Bids/RFPs/Quotes on the Empire State Purchasing Group (ESPG) website. Any vendor wishing to receive automatic notification must register on the ESPG website and pay a small fee for that service. Vendors who do not wish to have automatic notification may register for free to obtain access to downloading any document. Vendors who register for free have the responsibility of checking the ESPG website to look for business opportunities. Purchasing will no longer maintain lists of vendors for commodities or services. In order for specifications to be sent to any vendor, that vendor must first contact Purchasing by mail, email, or fax, requesting that the specifications be sent via regular mail or email. Vendors may pick up specification in person at the Purchasing Office during the business hours indicated in the notice of bid advertisement. Bid or proposal packages will not be "faxed" or sent via overnight carrier (Fed-X) under any circumstances.

C. Bid Security

There are two different types of circumstances that may require bid securities.

1. PURCHASE OF GOODS OR SERVICE – A percentage of the estimated bid is required as security and must be in certified check form and/or bid bond. The certified check and/or bid bond of the awarded vendor is held until Purchasing receives written notification from the requesting department head the bid items or services have been received. The bid security is then returned to the awarded vendor.

2. CAPITAL IMPROVEMENT or PUBLIC WORKS PROJECTS – A percentage or fixed dollar amount bid security in the form of a certified check or bid bond is required. Bid security will be five percent of the total bid amount or a fixed dollar amount. Bid security will be returned once the required performance bonds have been received and the contracts are fully executed.

D. Performance Bond

Performance bonds shall be required when bidding capital improvement or public works projects. Bidders shall be required when bidding capital improvement or public works projects. Bidders are required to submit their performance bonds before or at the time that they sign a contract. This bond will ensure that the bidder fully completes its performance requirements for the municipality between the date of award and the date of completion stated in the contract.

E. Prevailing Wages

Prevailing wages consist of pay scales that have been bargained for by various unions throughout The State of New York, and are set by the NYS Department of Labor. Vendors must pay these rates to those employees who work on public works projects in any municipal building. These wage rates apply regardless of the dollar amount of the contract. It is extremely important to make sure that bidders/proposers understand that prevailing wages apply for any public works project in City buildings regardless of the dollar value of the contract.

F. Addendums

As stated in the Request for Bid terms and conditions, "only formal, written addenda can alter the bid specifications." When a discrepancy, ambiguity, or omission is revealed, Purchasing will issue an addendum to clarify the bid requirements. The addendum is sent via fax and/or US Mail to all vendors that have picked up or were mailed bid packages, and the addendum is also posted on the HVMPG website. The first addendum will be labeled "Addendum #1". Subsequent addendums issued will be sequentially labeled.

Purchasing will make every effort to ensure that all vendors of record receive addenda.

The addendum procedure will also be used to extend the bid date where additional time is necessary to give the vendors/contractors sufficient time to submit a responsible bid.

G. Receipt of Bids

Vendors or contractors must mail, express, or otherwise physically deliver sealed bids to the Purchasing Department office on or before the bid deadline specified in the legal advertisement. The Purchasing Agent shall maintain a bid receipt log; the purpose of which is to record when, and by what method each bid was received. No bids are accepted after the bid deadline. Those received after the bid deadline will be returned to the sender unopened. The best practice is to refuse delivery of any late bids. However, if a currier delivery of a late bid is inadvertently received then the late bid shall be returned to the prospective bidder in the original unopened envelope along with a letter explaining that their bid was late and cannot be accepted.

No "fax" machine transmission or other electronically submitted bids will be accepted under any circumstances. All bids are kept in a secure location.

Except by issuing an addendum, the bid opening time and date may never vary once they are set.

At the public bid opening the Purchasing Agent shall supply a bid opening attendance form; all representatives from the prospective bidders shall be required to sign in along with the representative from the requisitioning department and the Purchasing Agent. Any member of the general public that attends the bid opening merely for the purpose of observation is not required to sign in and their signature shall not be requested.

H. Bid Recommendation and Award Process

After the bids are opened the Purchasing Agent shall prepare a bid tabulation of the bids that were received. The tabulation shall be forwarded to the Mayor, Comptroller and the head of the requisitioning department. For the purpose of review the requisitioning department head will also receive a copy of all the bids received. The department shall review the bids and send a memorandum of their recommendation or rejection to Purchasing. If the lowest responsible bidder is not recommended, then a detailed written explanation from the department head must be attached. The Purchasing Agent will review the bids and department recommendation, and, if necessary, contact Corporation Counsel to clear up any legal technicalities and then will approve or disapprove the department's recommendation.

If a contract is required for an individual department, the department head must submit the package with recommendations to Corporation Counsel for appropriate contract review, drafting, and approval. All contracts must be approved by Corporation Counsel and by the Mayor. After approval for the contract is granted, Purchasing will process the necessary notice of award or purchase order. When the award process is finalized, the entire bid package becomes a permanent file in Purchasing.

I. Requests for Proposals (RFP)

An RFP is a competitive process for choosing an individual or firm with which to contract for services. The contract is awarded based on factors such as cost, qualifications, experience and demonstrated ability, and not necessarily to the proposer with the lowest price. These guidelines are for the development, solicitation, evaluation, and award of RFP's consistent with the applicable laws and regulations of the City of Kingston. Generally, a RFP is to be used as a procurement vehicle when the end-user does not have a pre-defined product specification or service requirement, but rather a set of outcomes or deliverables needed to meet the project objective(s). A RFP allows responding proposers to use their best resources to propose solutions that meet the project objective(s).

A thorough, well written RFP will help ensure that meaningful and responsive proposals will be received and that the desired ends for the project will be achieved. The RFP must provide the offeror with a clear, unambiguous statement of work for the project, the rules for submitting responsive proposals, a detailed statement of the requirements and goals of the project, instructions on the preparation of the proposal, and the method and criteria for proposal evaluation.

RFP Administration and Process

1. RFP Development

Purchasing shall work with the requesting department in the development and review of the RFP. The department shall be given a final draft of the RFP for approval before the notice has been advertised.

The evaluation team, evaluation criteria, and evaluation weights shall be determined prior to solicitation. The weight for each evaluation criteria item shall be determined by the evaluation team with the advice of purchasing prior to the solicitation. The weight shall be based on a percentage where the combined weights for all the evaluation criteria shall equal 100%.

2. Forming a RFP Development Team

Assembling a competent development team at the outset of the process is essential. RFP development team members should be carefully selected on the basis of their individual skills and potential contributions. The team should consist of staff members from the department that have an interest or expertise in the services to be procured. The team should be given sufficient time and resources to participate in the planning and implementation process.

3. Forming the Evaluation Team

Prior to solicitation, the requesting department shall form an "evaluation team" of knowledgeable personnel to evaluate and recommend an award of the RFP. It should be clear to evaluation team members from the outset that their duties will require significant time and effort.

There is no restriction as to how many people there may be on the evaluation team. It is suggested that a minimum of three individuals be considered and the team should be diverse with expertise and knowledge of the product or service being procured.

Each Evaluation Team member will be provided with the RFP guidelines and a copy of the RFP for review prior to commencement of the evaluation process.

4. Purchasing's Role

Purchasing's experience, influence, and consistency are critical to the successful completion of the RFP process. Purchasing usually will not serve as a scoring member of the evaluation team, but shall perform the following responsibilities:

- Support department staff in drafting the RFP;
- Manage the RFP process;
- Instruct the proposal evaluation team regarding the RFP process, the terms of the subject RFP, and the evaluation process detailed in the RFP so that team members understand the RFP process and their responsibilities in it;
- Manage the proposal evaluation process;
- Oversee the review of technical proposals for responsiveness to mandatory requirements;
- Conduct and coordinate any oral presentations and written clarifications with proposers; and
- Maintain the project file during the RFP process.

In the event of any protests, or appeals related to and RFP; it shall be Purchasing's responsibility to work with the Corporation Counsel's Office and provide them with the full record of the procurement process. Such actions may or may not center on the activities of the evaluation team. However, it is not uncommon for a protestor to review the scoring of the evaluation team. It is essential that evaluators work hard to score the proposers in a consistent and explainable manner.

5. Role of the Evaluators

- Evaluators are instructed not to discuss any part of the proposals outside the evaluation team members;
- For uniformity in scoring, the evaluators are to use the evaluation form supplied by Purchasing;
- All scores must be supported by rational and sufficient documentation to substantiate the evaluators' judgment;
- A team leader, usually from Purchasing, should be established to serve as a proctor for all meetings of the evaluation team, and keep records of all evaluation discussions, forms, scoring and recommendations.
- The team as a whole will discuss the findings of each member, and develop a composite score for each proposal after the evaluators have evaluated the proposals separately. If it is apparent that one or more of the evaluators' scores differ greatly from the majority, the team should discuss the situation to be sure the criteria was clear to all. If an evaluator feels at this point that he did not understand the criteria or did not understand the proposal, he/she may, at his/her discretion, revise the evaluation. All evaluation forms are turned into Purchasing to become part of the public record.

Do's and Don'ts for evaluators:

Do's	**Don'ts**
Do evaluate each proposal independently, then as a team.	Don't confer with the other team evaluators concerning a particular proposal until after you have first evaluated it independently.
Do record the detailed rationale for scoring each proposal.	Don't use vague or contradictory statements in your evaluation rationale.
Do ask Purchasing for guidance with any question you may have.	Don't discuss the evaluation scores with non-team evaluators prior to an award being made. If you get an inquiry from an offeror, your response should only indicate that you are in the "evaluation process." Any further questions should be directed to Purchasing.
	Don't assume. If you have a question, please ask.

6. Conflict of Interest

A conflict of interest exists whenever there is a situation in which an evaluation team member, advisor or consultant may have a financial or other interest or prejudice through current or past association or relationship with any responding offeror. Any individual who believes a potential conflict of interest exists must inform Purchasing immediately. The Purchasing Agent will contact the Corporation Counsel's Office for an opinion if the Purchasing Agent deems it necessary to do so.

7. RFP Solicitation Phase

Legal Notices for RFP's shall be published in the official newspapers of the City of Kingston. RFP specifications may be obtained directly from the Purchasing Office. Additionally, RFP specifications may be available for downloading directly from the HVMPG website.

RFP Layout and Content

The layout and content of all RFP's will include information and requirements from both the department and from Purchasing. Some sections of the RFP's will be the primary responsibility of the department while some sections will include standard language from Purchasing. While RFP's will vary from project to project, they will typically follow a basic outline:

1. Background Information
2. Objectives and Technical Requirements (Scope of Work)
3. Cost/Budget Proposal Requirements
4. Contractual Terms and Conditions
5. Administrative Information
6. Proposal Format and Content
7. Proposal Evaluation Criteria
8. Any relevant attachments provided by the department

The department will be primarily responsible for developing the background information, objectives and technical requirements (scope of work), cost/budget proposal requirements and evaluation criteria. The department is also responsible for any attachments to the RFP that may be required.

Purchasing will provide the language for the contractual terms and conditions, administrative information (e.g., contact and pre-bid conference information), proposal format and content (e.g., required proposal sections and their order).

1. Background

This section of the RFP contains background information for those interested in responding to the RFP (hereinafter "proposers"). Background information should include a description of the function of the department for which the services are required, a fairly detailed explanation of why the services are needed, a description of the method or system presently employed (including its deficiencies), the staff and resources available, and the objectives of the department. This is a reasonably brief summary of the existing problem and the approach to a solution preferred by the department. The details of tasks are reserved for the scope of work section. For human services RFP's, any current data and demographic information on the target population of utilization of services should also be included here.

2. Objectives and Technical Requirements – Scope of Work (SOW)

This is a detailed description of the work to be performed by the proposer. A well-written SOW enhances the opportunity for all potential proposers to compete equally for City projects and serves as the standard for determining if the proposer meets the stated performance requirements. The SOW should specify in clear, understandable terms the work to be performed by a proposer. Preparation of an effective SOW requires both an understanding of the services that are needed to satisfy a particular requirement and an ability to define what is required in specific, performance-based, quantitative terms. A SOW prepared in explicit terms will enable proposers to clearly understand the City's needs. This facilitates the preparation of responsive proposals and delivery of the required services while shifting the responsibility for preparing the SOW from the City to those responding to the RFP.

Any technical requirements that proposers must meet as an organization or comply with in their proposed program should be detailed in this section. This section should also include any regulatory or legal requirements that must be followed.

The department will need to develop the objectives that the selected proposal will be expected to accomplish. Note: Objectives are not simple benchmarks or milestones (e.g., X number of vehicles serviced per month). They should be outcomes you are looking to achieve (e.g., reduce by X% the number of vehicles with lost service hours).

3. Cost/Budget Proposal Requirements

The department requesting the RFP will be responsible for the details in this section, although some language will be standard in all RFP's and will be provided by Purchasing. You should describe the form and cost breakdown that you will require for this particular project. If you will be attaching a budget form for proposers to complete, you should indicate that here. You may also want to repeat here any funding information that you provided in the previous background or objectives/requirements sections.

4. Evaluation Criteria

Proposers will need to know the criteria that they will be judged upon. Evaluation criteria should be carefully developed, well-thought out and should provide a comprehensive array of qualities on which to judge the proposers. Avoid multiple criteria that are similar to one another, or criteria that can be ambiguous or unclear. Criteria should be chosen and weighted based upon their importance to the project and your mission and as a factor in successfully meeting your project objectives. You should not include criteria that are not relevant or important to the project.

RFP Proposer-City Communication/Contact

1. Proposer Questions and/or Inquiries

Once the legal notice has been published, and the RFP's have been distributed, all proposer questions should be directed to Purchasing in writing. Under no circumstances should a department answer hypothetical or speculative "what if" questions.

2. Pre-Proposal Conferences

Based upon the scope and technical requirements of a RFP, a pre-proposal conference may be necessary. If a pre-proposal conference is conducted, modifications to the RFP may result. The pre-proposal conference provides an opportunity to:

- Review the requirements
- Facilitate a clear understanding of the scope of work; and
- Promote competition.

The pre-proposal conference is a meeting of potential respondents, Purchasing, and the requesting department's technical representative. A sign-in sheet will be distributed to collect the attendee names, company names, and telephone numbers. Some questions are answered immediately, while others may require additional analysis. For questions requiring additional analysis, Purchasing will indicate to the attendees that there will be a response in writing made in a timely manner before the scheduled opening, or of necessary, the opening date will be rescheduled. All questions will be addressed in a subsequent addendum.

3. Addendum

If needed, an addendum to the RFP may be issued to correct any inconsistencies in the RFP, revise elements of the RFP, and/or respond to inquiries by potential respondents. Purchasing will be responsible for coordination of the subject matter and for issuing the addendum. The addendum is sent to all vendors who possess a copy of the RFP.

Post RFP Deadline and Evaluation

1. RFP Closing

After the proposal due date and time, names of the respondents are released. No other information is given until the City has a signed contract with the awarded proposer.

2. RFP Evaluation

After the RFP has closed, Purchasing will distribute copies of all responses to the requesting department, with the original responses kept in Purchasing's file. The requesting department shall distribute copies of all responses, along with the scoring matrix, to the identified evaluation team. Each team member is to score all proposals against the evaluation criteria identified in the RFP specification.

Each evaluation team member should provide written justification/explanations for each score given under each criterion. When all evaluation team members have completed their scoring, the scores shall be collected by the team leader for tabulating the results, and identifying the top rated proposer(s) for award consideration.
3. Oral Presentations

Oral presentations are used to clarify or verify the proposer's written proposal and should be used when appropriate. They may be restricted to only those proposers with the highest scores after the initial evaluation of all proposals. Purchasing, in coordination with the requesting department, shall develop discussion points and questions for the proposers to address during their presentations. All proposers will be afforded equal time for their presentations.

All members of the evaluation team should be present for each presentation. Details of competing proposals should not be discussed during presentations. The proposer's presentation and answers to the evaluation team's questions may enhance the proposer's score in the evaluation areas of the RFP. The evaluation ream may re-evaluate and make changes to the scores of the proposers based on the information received from the presentations.

4. RFP Award Phase

After the responses to the RFP have been evaluated and tabulated, or re-evaluated after oral presentations, the department head shall make a formal written recommendation to Purchasing. Attached to the recommendation shall be the scoring matrix with supporting documentation justifying why the successful proposer was selected.

Purchasing will issue a Notice of Award to the highest scoring proposer. The department head shall process contract approval through the City's Corporation Counsel's Office.

V **Vendor Lists**

Purchasing shall no longer maintain a vendor list for the procurement of either commodities or services. Purchasing regularly posts Bids, RFPs, and opportunities for Quotes on the Empire State Purchasing Group (ESPG) website. Any vendor wishing to receive automatic notification must register on the ESPG website and pay a small fee for that service. Vendors who do not wish to receive automatic notification may register for free to obtain access to downloading any document. Vendors who register for free have the responsibility of checking the ESPG website to look for business opportunities.

VI **Request for Price Quotations**

The Purchasing Agent shall prepare and seek price quotations based on the specifications provided by the requisitioning departments. Methods for obtaining quotes shall include but not be limited to telephone quotes, written quotes faxed quotes or online Request for Quotes (RFQ).

The purchasing agent shall receive and evaluate all price quotations; the selection of a vendor shall then be made. However, in the event of a technical or specialized purchase or where uncertainty remains the head of the requisitioning department shall be notified and be required to assist the buyer in vendor selection.

VII Emergency Procurements

Section 103(4) of GML sets forth an exception to bidding requirements for emergency situations and provides as follows:

> "Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding, contracts for purchase or public work or the purchase of supplies, material or equipment may be let by the appropriate office, board or agency of a political subdivision or district therein."

Accordingly, the following three basic statutory criteria must be met in order to fall within the emergency exception:

1. The situation must arise out of an accident or unforeseen occurrence or condition;

2. Public buildings, public property, or the life, health, safety or property of the City's inhabitants must be affected;

3. The situation must require immediate action that cannot await competitive bidding. Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that public purchases are made at the lowest possible cost, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

The Office of the State Comptroller has suggested that, to meet these criteria, there generally must be present, immediate and existing condition that is creating an "imminent danger to public or private property or the life, health or safety of the municipality's residents which makes a further delay in action occasioned by compliance with competitive bidding requirements unwarranted" (1981 Opns St Comp, No. 81-224, P 241). Further, in as much as GML Section 103(4) provides that the emergency must arise out of an accident or unforeseen occurrence, it is doubtful that a local government may invoke the emergency provisions in a situation that is the result of inaction or dilatory behavior on the part of officials and which therefore, could have been foreseen (1978 Opns St Comp No. 78-780, unreported; see also, Rodin v. Director of Purchasing, 38 Misc. 2nd 362, 238 N.Y.S.2d 2 (1963)).

Note that even in an emergency situation, it is in the public interest that purchases be made at the lowest possible cost (Orange Paint v. Scaramuccia, 59A.D. 2d 894, 399 N.Y.S. 2d 52). Thus, the political subdivision should seek competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

The law cannot be circumvented by a declaration of an emergency that is caused by lack of planning on the part of the department. A "sudden" emergency arising from the gradual deterioration of a piece of equipment or an out-of-stock condition of a routine supply item, will not withstand the legal scrutiny.

The requesting department should contact the Purchasing Agent for the determination that the situation qualifies as an emergency. If the Purchasing Agent deems it necessary or prudent, he/she will contact Corporation Counsel for an opinion.

When circumstances support an emergency purchase, the requesting department should, with Purchasing's assistance, attempt to locate a source for the goods or services. An attempt should be made to obtain the lowest price from a vendor or contractor who will best meet the requirements. When the supplies and the price have been established, the department head or designee will call Purchasing for emergency purchase procedures. A written determination of the basis for the emergency and the selection of the particular supplier shall be included in the procurement file. As soon as practicable, the requisitioning department shall provide to Purchasing a full record of the emergency procurement action. This record shall document what the circumstances and rationale were for pronouncing a lawful emergency situation, while also explaining what the basis was for selecting the particular vendor. The requisitioning department shall complete the Emergency Procurement Worksheet (found in the Appendix) and submit it along with the Procurement Request. The Emergency Procurement Worksheet shall be included and retained in the procurement file.

The Mayor has the ultimate power to designate an "emergency purchase" or "emergency project," and may waive normal bidding requirements. If the emergency designation is approved and certified by the Mayor, the requesting department will submit all original backup information, such as the vendors' or contractors' proposed contracts or proposals, quotations, letters, etc. to Purchasing for its records.

VIII <u>Purchase Orders</u>

Purchase Orders shall be required for procurements of **$1000** or more; employment of the Procurement Card (P-card) shall be the preferred method for processing transactions of lesser amounts.

The Purchasing Agent shall prepare all purchase orders and send copies to the vendors. A copy of the purchase order will be forwarded to the requisitioning department. The Purchasing Department shall keep and maintain a copy of the purchase order along with a signed PR from the requisitioning department.

Blanket Purchase Orders – When a particular department frequently makes small purchases from the same vendor several times a month it is more efficient to issue a single blanket purchase order to the vendor rather than to continuously issue multiple purchase orders.

Procurement Cards - The City recognizes that the use of procurement cards is a practical alternative to the use of purchase orders for high-volume, low-value procurements. The purpose of the procurement card program is to streamline and simplify the requisitioning, purchasing, and payment process for small dollar transactions of **$1,000** or less. For additional procedural details please refer to Section VI of this manual.

A. Purchase Order Exceptions:

There are certain expenditures for which the NYS Comptroller has determined that the processing of a purchase order is unnecessary:

1. Contracts for personal services. Any encumbering should be on the basis of written contracts.
2. Employee expenses such as conference expenses, mileage and other reimbursable expenses in the performance of day-to-day duties.
3. Reimbursement of petty cash funds.
4. Utility bills.
5. Service contracts for a fixed monthly or annual amount (May be encumbered on the basis of the written contract).
6. Interdepartmental charges (water department billing to recreation; fire department billings for fire alarm systems, etc.)
7. Medical examinations.
8. Legal notices.
9. Claims for food for prisoners being transported.
10. Postage meter costs.

IX Delivery

The requisitioning department shall receive and inspect the delivery of all items. Any errors or damages shall be reported to the Purchasing Agent. Immediate notification shall then be made to the particular vendor. Requisitioning departments shall also bring to the attention of the Purchasing Agent any consistent and unresolved problems with any vendor

X Payments

All invoices will be sent to the requisitioning department. Upon verification of price, accepted delivery and terms, original invoice with a purchase order voucher attached will be processed for payment by the requisitioning department. This paperwork will then be sent to the Comptroller's Office for payment.

XI Sole Source Procurements

A) A contract may be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of available resources that there is only one source for the required commodity, supply, service or construction item. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source procurements shall be maintained as a public record, and shall list each supplier's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the purchase order number of each contract file.

B) In determining whether procurement qualifies as a sole source, Purchasing and the Department requesting the procurement shall show, at a minimum:

(1) The unique benefits to the City of the item as compared to other products available in the marketplace;

(2) That no other product provides substantially equivalent or similar benefits as compared to other products available in the marketplace;

(3) That there is no possibility of competition, as from competing dealers or distributers.

XII Cancellation of Invitations for Bids or Request for Proposals

An invitation for bids, a request for proposal, or other solicitation may be cancelled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause, and in the best interests of the city. The reasons therefore shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

XIII Inter-Municipal Procurements

Purchases of materials, equipment, supplies and or services through the NYS Office of General Services (OGS) may be exempt from competitive bidding or subject to a modified competitive bidding process. If a department's procurement item or service is available under an OGS contract, the department must review the OGS contract to determine the possible bidding requirements. Purchasing can assist with this determination if need be and the Purchasing Agent has the discretion to require competition in this area.

Procurements under contracts from NYS Counties are not subject to competitive bidding. (GML § 103(3))

XIV Procurements From Preferred Sources

New York State Finance Law, §162, provides that procurements from certain "preferred sources" are exempt from competitive bidding. Pursuant to this law and as determined by the Purchasing Agent, procurements from the following entities may be exempt from competitive bidding:

1. Commodities produced by the department of correctional services' correctional industries program (CORCRAFT).

2. Commodities and services produced by any qualified charitable non-profit-making agency for the blind approved for such purposes by the Commissioner of the Office of Children and Family Services.

3. Commodities and services produced by any special employment program serving mentally ill persons, which shall not be required to be incorporated, and for which is operated by facilities within the office of mental health and is approved for such purposes by the Commissioner of Mental Health.

4. Commodities and services produced by any qualified charitable non-profit making agency for other severely disabled persons approved for such purposes by the Commissioner of Education, or incorporated under the laws of the State of New York and approved for such purposes by the Commissioner of Education.

5. Commodities and services produced by a qualified veterans' workshop providing job and employment skills training to veterans, where such a workshop is operated by the United States Department of Veterans Affairs and is manufacturing products or performing services within New York State, and where such workshop is approved for such purposes by the Commissioner of Education.

6. Commodities and services produced by any qualified charitable non-profit making workshop for veterans approved for such purposes by the Commissioner of Education, or incorporated under the laws of New York State and approved for such purposes by the Commissioner of Education.

Departments must consult the Purchasing Agent for a determination as to whether a particular procurement qualifies under this exemption.

XV True Leases

Equipment leases are not subject to competitive bidding if they meet the following criteria:

1. the term of the lease is less than the useful life of the equipment being leased; AND
2. the lease does NOT provide for a buy out and the end of the term.

The Purchasing Agent has the discretion to require competition in this area.

Leases of real property are not subject to §§103 or 104 of GML.

XVI Procurements From Surplus Government Auctions

If they meet the City's needs, surplus or second-hand supplies, materials, or equipment from the state or federal government or any other political subdivision, district, or public benefit corporation, may be purchased without competitive bidding pursuant to GML §103 (6).

Section III

Review of Purchases; Determination of Bidding Requirements.

Every purchase to be made must be initially reviewed by the Central Purchasing Agent of the city to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good-faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to § 103 of the General Municipal Law:

(1) Purchase contracts under $20,000 and public works contracts under $35,000.

(2) Emergency purchases.

(3) Goods purchased from agencies for the blind or severely handicapped.

(4) Goods purchased from correctional institutions.

(5) Purchases under state and county contracts.

(6) Surplus and secondhand purchases from another governmental entity.

The decision that a purchase is not subject to competitive bidding will be documented, in writing, by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

Requests for Proposals or Quotations; Exceptions.

All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

A. Purchase contracts over $20,000 and public works contracts over $35,000.

B. Goods purchased from correctional institutions pursuant to § 186 of the Correction Law.

C. Purchases under state contracts pursuant to § 104 of the General Municipal Law.

D. Purchases under county contracts pursuant to § 103, Subdivision 3, of the General Municipal Law.

E. Purchases pursuant to § 103-6 of this chapter.

Methods of Purchase

A. PURCHASES OF GOODS/EQUIPMENT/COMMODITIES - $20,000 OR LESS

UNDER - $3,000	Awarded at the discretion of the Purchasing Agent.*
$3,001 - $20,000	Minimum of three (3) quotes. Written, email or facsimile. Awarded at the discretion of the Purchasing Agent.*
OVER $20,000	Sealed, Public bid in accordance with GML §103

If the required number of proposals or quotations cannot be obtained, the attempt made at obtaining them shall be documented and made a part of the procurement file. In no event shall the inability to obtain the proposals or quotation be a bar to the procurement.

*The Purchasing Agent may determine more stringent procurement requirements are in the best interest of the city.

A. PURCHASES OF PUBLIC WORKS/SERVICES - $35,000 OR LESS

"Public Works" relates to most service contracts, and is not limited to contracts for construction and building services.

UNDER $10,000	Department should negotiate with the vendor.* Department may recommend Award. Contract Awarded at the discretion of the Purchasing Agent.
$10,001 - $35,000	Obtain three (3) written quotes/proposals.* Department may recommend Award. Contract Awarded at the discretion of the Purchasing Agent.
OVER $35,000	Sealed, Public bid in accordance with GML §103

*The Purchasing Agent may determine more stringent procurement requirements are in the best interest of the City.

A good-faith effort shall be made to obtain the required number of proposals or quotations. If purchasing is unable to obtain the required number of proposals or quotations, the Purchasing Agent will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

Professional Services

When procuring the services of accountants, lawyers, engineers, or any other profession that requires licensing, specialized skills and training, expertise, judgment, discretion, a relationship of personal trust or confidence, or a high degree of creativity in the performance of the services (as defined in the New York State case law or Opinions of the New York State Comptroller), the department must procure such services in accordance with the procedures below, unless otherwise directed by the Purchasing Agent. Questions as to whether or not the services may be considered "professional services" should be directed to the Purchasing Agent, who shall have the sole authority to make that determination. The Purchasing Agent may also consult with the Corporation Counsel office in this respect for advice in making a determination.

UNDER $3,000	Department negotiates with the Firm and processes Contract through Purchasing. All contracts must be approved by the Mayor.
$3,000 - $35,000	Department negotiates with the Firm and processes the Contract through Purchasing. Obtain three (3) quotes/proposals when possible. Although not required, if it is determined to be in the best interest of the city, a procurement action using the Request for Proposals (RFP) method is allowable.* All contracts must be approved by the Mayor.
OVER $35,000	A written Request for Proposals (RFP) is issued through Purchasing. Refer to Section II page 19 for details of the RFP process. In certain cases the Mayor may waive this requirement. Purchasing shall document the method for each procurement action. All contracts must be approved by the Mayor.

*A good-faith effort shall be made to obtain the required number of proposals or quotations. If purchasing is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

Section IV

PROCEDURES FOR HANDLING BIDDING PROTESTS and APPEALS

I. Policy

It is the policy of the City of Kingston Purchasing Department to provide all bidders with an opportunity to administratively resolve complaints or inquiries related to bid solicitations or pending contract awards. City of Kingston Purchasing encourages bidders to seek resolution of complaints concerning the contract award process through consultation with the Purchasing Department. All such matters will be accorded impartial and timely consideration.

II. Informal Complaints/Protests

It is strongly recommended that staff encourage, be receptive to and resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided by any interested party should be fully reviewed by Purchasing Agent. As appropriate, our responses to the inquirer should indicate the existence of a formal protest policy available to them should the informal process fail to resolve the matter. Staff should document the subject matter and results of any informal inquiries.

III. Formal Protests

Bidders may file formal written protests. Final City determinations or recommendations for award generally may <u>only</u> be reconsidered in the context of a formal written protest.

Any potential bidder, who believes it has been aggrieved in the drafting or issuance of a bid solicitation, or by a pending contract award, may present to the City of Kingston Purchasing Department, a formal complaint and request for administrative relief concerning such action ("FORMAL PROTEST").

A. Submission of Protests:

1. <u>Concerning Bid Documents:</u> Formal protests which concern the drafting of bid solicitations must be received by City of Kingston Purchasing at least ten (10) business days before the date set in the solicitation for receipt of bids. If the date set in the solicitation for receipt of bids is less than ten (10) business days from the date of issue, formal protests concerning the bid document must be received by City of Kingston Purchasing at least twenty-four (24) hours before the time designated for receipt of bids.
   <u>Concerning Proposed Contract Award:</u> Formal protests concerning a pending contract award must be received within ten (10) business days after the protesting party ("protester") knows, or should have known of the facts which form the basis of a protest.

2. A formal protest must be submitted in writing to City of Kingston Purchasing by mail, or facsimile transmission.

3. A formal protest must include:

   (a) a statement of all grounds for disagreement with a City of Kingston Purchasing bid solicitation or procurement determination,
   (b) a description of all remedies or relief requested, and
   (c) all applicable supporting documentation.

4. Protests should be delivered to the City of Kingston Purchasing Agent at the following address:

City of Kingston Purchasing Department
420 Broadway
Kingston, NY 12401
Facsimile: (845) 334-3944
Phone: (845) 334-3943

B. Review and Determination

1. Protests may be resolved through verbal or written correspondence, and/or either the protester or City of Kingston Purchasing may request a meeting to discuss a formal protest, at which time the participants may present their concerns. Where further formal resolution is required, the Purchasing Agent shall assign another City Official not involved in the procurement action to determine and undertake the resolution or settlement of any protest relative to bid solicitations or pending contract awards.

2. The Purchasing Agent will conduct a review of the records involved in the protest and create a memorandum summarizing the results of the review and her/his recommendation for resolution.

3. Acceptable Activity Prior to Final Determination: If a formal bid protest is received by City of Kingston Purchasing a final determination on the protest should be made prior to approval of the award. However, during the pendency of the protest, bid evaluation and review of the recommended award may continue to be conducted at the discretion of the Purchasing Agent.

4. Notice of Decision: A copy of the decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the Purchasing Agent shall be sent to the protester or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protester

such period may be extended. The protest determination should be recorded and included in the Bid file.

5. The City of Kingston Purchasing Department reserves the right to waive or extend the time requirements for decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant.

   The City of Kingston Purchasing Department will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of contract award prior to issuance of a formal protest decision.

   If the City of Kingston Purchasing Department determines that there are compelling circumstances, including the need to proceed immediately with contract award in the best interest of the City, then these protest procedures may be suspended and such determination shall be documented in the Bid file.

C. Appeals

1. Should the protester be dissatisfied with the protest determination, a written appeal therefrom may be directed to:

   City of Kingston Mayor's Office
   420 Broadway
   Kingston, NY 12401

2. Written notice of appeal of a determination regarding bid solicitations or a pending contract award must be received at the above address no more than fifteen (15) business days after the date the decision is sent. The decision of the Purchasing Agent shall be a final and conclusive agency determination unless appealed to the Mayor within such time period.

3. The Mayor shall hear and make a final determination on all appeals. The Mayor may designate a person or persons to act on his/her behalf.

4. A formal protest appeal may not introduce new facts unless responding to issues raised by the Purchasing Agent in the initial protest determination.

D. Records Retention

All records related to bidder protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records shall be retained according to the Records Retention Policy in place at the time.

Section V

Procurement Card Program

I. PURPOSE:

The purpose of the City Procurement Card Program is to improve efficiency and streamline the purchasing process of small dollar items, thereby reducing the volume of individual purchase orders and payments processed by the City to suppliers. This program allows the cardholder to purchase approved commodities and services costing **$500 or less,** directly from City suppliers. Each purchasing card is issued to a named individual and is designated with "City of Kingston" clearly shown on the card as the Governmental buyer of goods and services. The Purchasing Agent and the City Comptroller will monitor the performance of the program.

The intent of the Procurement Card Program is to provide an efficient method of purchasing and paying for goods and services **costing $500** or less. Exceptions to these limits may be allowed for emergency purchases, law enforcement extraditions, vendors who only accept credit cards as a form of payment, or particular vendors from whom it is impractical or unacceptably burdensome to receive signed vouchers, and for special contract incentives that provide the City with additional discounts. Any such exceptions shall be approved in advance, by either the City Comptroller and the Purchasing Agent. The use of procurement cards will:

- Reduce the need for petty cash accounts;
- Provide a better audit trail of low dollar purchases formerly made with Petty Cash;
- Reduce the cost of processing routine transactions;
- Decentralize purchasing authority for routine transactions **up to $500**;
- Ensure purchasing card purchases are in accordance with the City's Purchasing Policy and Procedures;
- Provide for disciplinary action for misuse of the purchasing card;

Use of the card will obligate the City to make payment for the goods and services received. M&T Bank will bill the Comptroller's Office for all Purchases made during the billing period.

The Comptroller's Office will allocate the charges back to individual department accounts for purchases made using the department's cards.

II. SCOPE

This policy will be applicable to those City departments who have requested and have been approved to use procurement cards to purchase goods and services for specific expenditures incurred under conditions approved by this policy.

III. APPLICABILITY

This Policy applies to all agencies and departments within City government, with the exception of the Kingston Water Department. The policies and procedures provided herein are minimum standards. Departments may establish additional controls if necessary.

IV. BACKGROUND

The Purchasing Department has used various methods to accomplish the purchase of goods and services. The method of purchase requisitioning, has proven to be time consuming and costly. To promote operational efficiency and vendor acceptance the Purchasing Department and Comptroller's Office are initiating a Procurement Card program.

The Procurement Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering Department enabling an authorized cardholder to place an order directly with the vendor. When a purchase authorization is requested by the supplier at the point-of-sale, the Visa Procurement Card system checks the transaction against preset limits. Transactions are approved or declined (electronically) based on the Procurement Card authorization criteria established.

The authorization criteria may be adjusted periodically as needed and shall include, but is not limited to, the following:

- Card purchase limit as set by the Purchasing Office and City Comptroller
- Single purchase limit as set by the Purchasing Office and City Comptroller
- Approved Merchant Category Codes

The authorization process occurs through the electronic system that supports the Procurement Card processing services under the City's agreement with the bank.

V. RESPONSIBILITIES

The following are the responsibilities of the individuals and City Departments involved in the Procurement Card program.

1) Cardholder and or Department Representative (Individual(s) designated by Department Head)

- Hold and secure procurement card issued to self
- Ensure availability of funds and proper account codes
- Order/receive materials and services
- Inspect all ordered goods and services, making sure there are no sales tax or backorders
- Collect, save sales receipts, and invoices
- Match receipts with monthly card statement
- Review monthly statements for validity of all transactions

- Process all billing statements in a timely manner
- Identify disputed charges
- Review monthly charges with supervisor
- Comply with all purchasing and procurement card policies and procedures.

2) Department Representative [Individual(s) designated by Department Head]

- Acts as the Department or Division contact & coordinator in matters pertaining to the Procurement Card Program
- Review monthly statement with cardholder
- Make sure there are no sales tax or back-orders
- Ensure availability of funds in proper account codes
- Approve the monthly statement authorizing charges
- Verify the appropriateness of account codes (i.e., Fund/Department/Cost Center /Object Code)
- Forward payment authorization, summarized reconciliation of statement(s) and supporting receipts to Department Head or Designee for review and signature, then forward to the Procurement Card Administrator
- Provides annual review/training on use of cards, as needed.
- Comply with all purchasing and procurement card policies and procedures

3) Department Head

- Request Procurement Cards for designated employee(s)
- Request Card spending limits within established guidelines
- Designate representatives responsible for authorizing charges and changes, (Designee)
- Collect cards from cardholders who end employment
- Evaluate the need to cancel or reissue cards when employees transfer
- Notify the Procurement Card Administrator of terminated cards
- Comply with all purchasing and procurement card policies and procedures
- Each department will establish internal controls to review purchases
- "Extraordinary or Emergency" purchases exceeding established limits will be processed through the Purchasing Department.

4) Procurement Card Administrator and Purchasing Department (Appointed by the Comptroller)

- Coordinate program policy issues
- Forward Procurement Card Transfer Requests to Comptroller's Office
- Update Authorized Cardholder List and annual limits
- Provide initial training on use of card
- Coordinate issuance and cancellation of cards
- Target new cardholders and expanded use of card
- Maintain policy and cardholder guidelines/manuals
- Evaluate procurement card feedback from suppliers and from departments
- Monitor missing documentation and notify the Cardholder
- Notify the Department Head of any violations or discrepancies
- Pursue supplier discount opportunities

- Monitor and maintain cardholder accounts and access (e.g. transaction limits, annual limits and reporting access)

- Establish and monitor benchmarking objectives
- Conduct semi - annual inventory of procurement cards in conjunction with the Purchasing Agent.

5) Comptroller's Office

- Monitor charges for proper account codes and fund availability
- Receive approved monthly statements from all card holders
- Receive consolidated statements from procurement card administrator
- Confirm that all charges are authorized by department representatives
- Notify departments when approved monthly statements are not received
- Pay all monthly charges from consolidated statement
- Process accounting data
- File and store statements, receipts, etc.

- Monitor missing documentation and notify the Procurement Card Administrator
- Notify the Procurement Card Administrator of any violations or discrepancies

VI. ASSIGNMENT AND CONTROL OF THE PROCUREMENT CARD

1. REQUESTS FOR AND ISSUANCE OF PROCUREMENT CARDS

a. Standard Procurement cards will be issued to individual employees who frequently purchase goods and services in single purchase amounts **of $500** or less.

b. The procurement card will have the employee's name, the City name, notation stating the City's tax exempt status, and the expiration date embossed on the face of the card.

c. All requests for new card holders, changes to current cardholders, or changes to authorization must be made by the Department Head or Designee by submitting a completed application and request for transfer of funds forms (see Appendix A) to the Procurement Card Administrator.

d. When the Procurement Card Administrator receives a procurement card from the issuing card company, the cardholder will be required to personally take receipt of the card and sign the receipt form.

e. The Procurement Card Administrator will notify the requesting department and the Finance Department upon the issuance of all procurement cards.

2. LOST OR STOLEN PROCUREMENT CARDS

a. If a procurement card is lost or stolen, the cardholder or department representative must immediately notify the procurement card company – and the Procurement Card Administrator of the loss.

b. The cardholder will be responsible for reporting all information necessary to reduce the liability to the City for a lost or stolen card.

c. Disciplinary action will be taken in the event that the Procurement Card Administrator or bank is not notified.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his or her employment or is transferred to another department, and does not require the card in the new position, the Department Head must collect the procurement card and destroy it. The department must then submit the destroyed card to the Procurement Card Administrator, who will notify the bank to cancel the card.

If the department is unable to collect the procurement card when an employee terminates, the Department Head must immediately notify the Procurement Card Administrator. The Procurement Card Administrator will ensure that the card is cancelled.

VII. CARDHOLDER USE OF PROCUREMENT CARD

1. CARDHOLDER USE ONLY

The procurement card shall be used only by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on his/her card. The cardholder shall be held personally responsible for inappropriate charges.

Upon receipt of the Procurement Card, the cardholder should sign the back of the card.

2. CITY PURCHASES ONLY

The procurement card is to be used for City authorized purchases only. The procurement card cannot be used for any personal use and any such use will require immediate reimbursement and shall result in disciplinary action.

3. STANDARD SPENDING LIMITS

The Procurement Card Administrator and Department Head approving the assignment of a procurement card will set the annual limit for each cardholder. The maximum limit per transaction shall **be $500**.

Requests for spending limit changes shall be initiated by a memo or email to the Procurement Card Administrator by the Department Head or Commissioner.

A purchase may be made of multiple items, but the invoice cannot exceed **$500** or the cardholder's limit if less. Splitting charges will be considered abuse of the purchasing card program, for example, artificially dividing similar purchases over different days and times to keep the total amounts below the limits for single purchases. 46

4. PROHIBITED USES OF PROCUREMENT CARDS

The following types of items will not be purchased with a procurement card, regardless of the dollar amount:

a. Alcoholic Beverages
b. Any Items for Personal Use
c. Cash advances
d. Professional Services
e. Meals

5. VIOLATIONS

1. Using the Procurement Card for personal purchases.
2. Using the Procurement Card for purchases which are not Point of Sale Transactions.
3. Use of the Procurement Card by a suspended or terminated employee.
4. Assignment or transfer of an individual card to an unauthorized individual.
5. Making standard purchases that exceed the transaction limit of **$500**. It is the responsibility of the ordering department to ensure all "extra" charges such as freight handling, set up, etc. are considered before a procurement card transaction is made. A vendor's willingness to honor a procurement card transaction exceeding **$500** does not authorize departments to make such purchases.
6. Purchases from vendors that create conflicts of interest.
7. Multiple procurement card transactions (splitting) to circumvent the limit.
8. Procurement card transactions referenced in "Prohibited Uses of Procurement Cards".
9. Failure to produce proper documentation, receipts, invoices, monthly statements in a timely fashion, to the Comptroller's Office.
10. Failure to report lost or stolen procurement card as herein stated.

VIII. PROCEDURES FOR MAKING AND PAYING FOR PURCHASES

1. GENERAL INFORMATION

When using the procurement card, the department will make the purchase at the best possible price.

2. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

a. When a purchase is made, the cardholder must obtain the customer's copy of the charge slip in addition to the detailed invoice/receipt. The charge slip or related cash register slip/receipt must show in sufficient detail the type and number of items purchased with the unit cost. Should a detailed receipt not be available, the cardholder shall submit a written detail along with the receipt.

b. The charge slip and detailed invoice/receipt will be retained by the cardholder or by the department representative until forwarded to the Procurement Card Administrator in the PLOT (Procurement Log of Transactions) envelope with the monthly statement. The City is exempt from sales tax. The cardholder must ensure that the vendor is aware of this.

3. TELEPHONE ORDERS

When placing a telephone order, the cardholder must confirm that the vendor will charge the procurement card when the item is shipped. Absolutely no back-orders will be allowed. Ensure the vendor knows that the City does not pay sales tax.

4. MISSING DOCUMENTATION

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, a description of the purchase must be attached. The description will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendors name and why there is no supporting documentation. Continued incidents of missing documentation shall result in the cancellation of the employee's procurement card.

5. STATEMENT AND PAYMENT PROCEDURES

a. The procurement card administrator will forward the consolidated statement for each billing cycle to the Comptroller's Office. Cardholders and or Department Representatives will be notified via email that their statements are available for reconciliation. The statement will list all transactions processed during the current billing cycle. If no purchases were made on the procurement card during the billing cycle, no statement of account will be generated unless adjustments for previously billed transactions have been processed during that cycle.

b. The cardholder must review the statement and note any errors and apply the appropriate the accounting code (object of expense) for each transaction. Procurement card slips/receipts for all transactions listed on the statement should be placed in the PLOT envelope. The cardholder shall mark the statement reviewed, attach the statement to the outside of the PLOT envelope, and forward for approval within five (5) working days after statements become available. The Department Representative and the Department Head or Designee shall review and approve the statement. By signing the statement the designated department representative and Department Head or Designee are certifying that all charges are appropriate, funds are available, and payment is authorized based on the attached receipts. Once all reviews are completed, the statements and forms shall be summarized for the department (like Department and object of expense Codes grouped) and forward to the Purchasing Department within seven (7) working days after notification. The Procurement Card Administrator will reconcile the City wide combined statement and forward all to the Comptroller's Office within five (5) working days.

c. The Comptroller's Office will ensure that the procurement card charges are paid on a timely basis and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the departments. Department Heads will be notified when individual statements are not received in the allotted time. Continued failure to meet the seven (7) working day deadlines may result in the revocation of procurement cards at the discretion of the Procurement Card Administrator.

6. RETURNS

All returns of merchandise must be credited back to the Procurement card.

7. DISPUTES

1. If items purchased with the procurement card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with procurement card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.
2. It is essential that the time frames and documentation requirements established by the procurement card issuer be followed to protect the cardholder's rights in dispute. The bank must be notified of disputes within 60 days of receipt of the statement.
3. The cardholder contacts the Merchant about the transaction and supplies the necessary information to begin the resolution process, and; only if a resolution can not be reached, the cardholder completes a Dispute Form and faxes it to the Purchasing Department explaining the reason(s) for the dispute as well as a copy of the statement if the item has posted. The Purchasing Department will contact the bank. The bank will then place the transaction into a dispute status.
4. A disputed item must be explained with a note on the cardholder's statement of account before the statement is forwarded to the Purchasing Office and the Comptroller's Office for payment.
5. If an agreement cannot be reached the following steps will be completed:

   Based on the present Visa procedures for disputing transactions, all charges must be disputed within 60 days of receipt of the paper billing statement. Disputed items are not removed from the invoice and are still due and payable upon receipt of your monthly invoice.

   A cardholder can initiate a dispute by contacting M&T's Commercial Card Customer Service at 1-800-443-8671 to close and reissue the card and identify the transactions that need to be disputed. You will be notified upon resolution of the dispute in writing.

a. If there continues to be a problem with a particular merchant, the cardholder should notify the Procurement Card Administrator of the problems.

IX. REVIEW OF PURCHASES BY DEPARTMENTS

1. Because of their knowledge of the job responsibilities and requirements, department representatives are required to review each procurement card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use.

2. When purchases are questioned, the Department Head or designated department representative will be responsible for resolving the issue with the cardholder. If the Department Head cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit.

3. All misuse must be reported to the Procurement Card Administrator by the Department Head or Designee, or the Comptroller's Office.

X. PURCHASING DEPARTMENT USE OF CARD & SPECIAL CARD USAGE

1. The Purchasing Agent shall be issued a card, for use during declared emergencies, with a card limit of $50,000.

2. The Purchasing Department shall be able to use the procurement card for purchases if the vendor accepts no other form of payment.

Section VI

Disposition of Surplus Personal Property

I Purpose

No statute prescribes a procedure for the sale of unneeded decommissioned City personal property, and therefore, there is no statutory mandate that such property be sold only after public advertisement for sealed bids or advertisement for public auction. The method chosen for sale is within the sound discretion of the Purchasing Agent, subject to the approval of the Mayor. However, in order to fill a fiduciary duty, the method of sale adopted should be one which is thought to bring the best price or maximum benefits and may include sale by auction, private negotiation, or competitive bidding.

II Procedures for determining whether dispositions should be subject to sealed bidding or public auction.

The procedure for determining whether the disposition of unneeded and decommissioned personal property should be subject to competitive bidding or public auction is to obtain an independent source the estimated dollar value of the item(s) to be disposed; if the independent estimate is more than $10,000, the item(s) to be disposed of should be advertised for competitive bid sale or public auction. The estimate obtained, indicating the source, date and amount, will be documented as part of the disposition record.

III Methods of competition to be used for non-bid or auction dispositions

A. The methods of disposition to be used are as follows:

(1) For dispositions with an estimated value greater than $3,000 but less than or equal to $10,000, there shall be required a written offer for sale and a written offer to purchase from three suppliers;

(2) For dispositions with an estimated value more than $1,000 but less than or equal to $3,000, there shall be required a verbal offer for sale and a verbal offer to purchase from three suppliers;

(3) For dispositions with an estimated value less than or equal to $1,000, the decision will be left to the discretion of the Purchasing Agent.

B. A good faith effort shall be made to obtain the required number of offers to purchase. If the City is unable to obtain the required number of offers to purchase, the attempts made shall be documented and become part of the disposition record. In no event will the inability to obtain the required number of offers to purchase be a bar to the disposition.

C. The above notwithstanding, the Purchasing Agent, at his/her discretion, may require standards which exceed those presented in this policy.

IV Adequate documentation

Documentation of actions taken in connection with each method of disposition is required, as follows, and will be maintained as part of the disposition record:

A. Where a written offer for sale is required or made, a copy of that written offer for sale, and any written offer for purchase submitted by suppliers in response to that request.

B. Where a verbal offer for sale is required or made, a listing of the suppliers contacted and the response, if any, that each supplier made.

C. Any memorandums, forms, notations, or other documentation used in establishing the basis of the disposition decision.

D. No documentation, other than the independent estimate itself, is required when the disposition is left to the discretion of the Purchasing Agent.

V Awards to other than highest responsible dollar offerer

Whenever any disposition is awarded to other than the highest responsible dollar offerer, the reasons such an award furthers the purpose of the City as set forth hereinabove shall be documented by the Director of Purchasing and be maintained as part of the disposition record.

VI Items exempted from disposition policies and procedures.

The Common Council will set forth, by resolution, circumstances when, or types of dispositions for which, in the sole discretion of the governing body, the solicitation of alternative offers to purchase will not be in the best interest of the City. Such resolution will state the reasons for such conclusion, and will become an attachment to the disposition record.

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer

Steven T. Noble, Mayor

January 18, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Westbrook Lane Storm Sewer
Herzog Drainage

Dear President Noble:

The periodic flooding of the Herzog Lumber Yard adjacent to the Kingston Plaza has been an ongoing problem for some time. The Westbrook Lane Storm Sewer follows the back property line of the Herzog Property before connecting to the storm sewer crossing the Kingston Plaza and eventually discharging to the Esopus Creek through the flood control facility.

The City of Kingston entered into discussions with the Herzog Supply Company to provide for the maintenance and/or replacement of the storm sewer in question on July 30, 2015; see attached letter memorializing said conversation.

A completed design and preliminary construction cost estimate for the referenced drainage improvements has been received from Brinnier & Larios, P.C. The estimated construction cost for the Westbrook Lane Storm Sewer Replacement Project is $235,000.

Please forward to the appropriate Common Council Committee for further discussion and recommendation.

Respectfully Submitted,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
Douglas Koop, Chairman, Finance and Audit Committee
John Tuey, Comptroller
Joe Chenier, Superintendent of Public Works
Kevin Bryant, Corporation Counsel

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August 3, 2015

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City of Kingston
420 Broadway
Kingston, New York 12401

Re: **Herzog Supply Co., Inc./Road Dedication (Westbrook Lane) to City of Kingston**
Herzog Supply Co., Inc./Granting of Easement to City of Kingston

Dear Mr. Zweben:

This correspondence is to confirm our telephone conversation on July 30, 2015 regarding the City's timetable for the repair and/or replacement of the storm drain in connection with the above matter. As you know, Mr. Jordan is very concerned that if the storm drain is not repaired and/or replaced, the flooding condition will continue to worsen and possibly result in a sink hole which could be financially devastating to Herzog's and the City of Kingston. Please keep me advised of any new developments with respect to the installation of the new storm drain.

Once again, if you have any questions, please do not hesitate to contact the undersigned or Brad Jordan at the Kingston Plaza.

Your prompt attention to this matter is greatly appreciated.

Very truly yours,

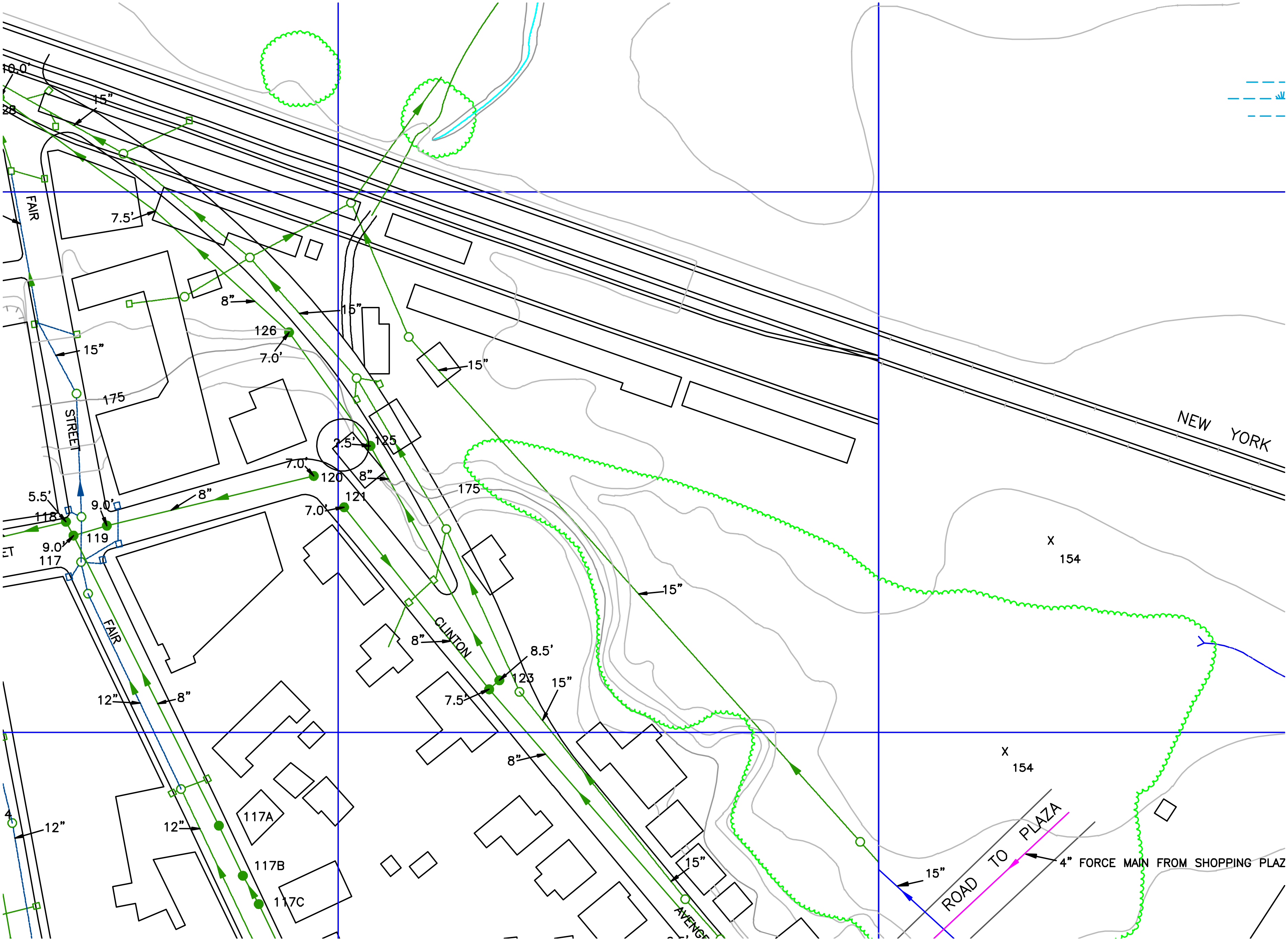
COOK, NETTER, CLOONAN, KURTZ & MURPHY, P.C.

Thomas A. Murphy

THOMAS A. MURPHY

TAM/tlt

cc: Mr. Bradley Jordan/Herzog Supply Co., Inc. d/b/a Kingston Plaza
DPW Superintendent Michael Schupp
Mayor Shayne Gallo
Christopher Zell/Brinnier & Larios, P.C.
City of Kingston c/o Kingston City Clerk
Ralph Swenson, City of Kingston Engineer ✓


NEW YORK
FAIR STREET
FAIR
CLINTON AVENUE
ROAD TO PLAZA
4" FORCE MAIN FROM SHOPPING PLAZ
117A
117B
117C
154
154
175
175

DENNIS M. LARIOS, P.E.
Lic. No. 58747

CHRISTOPHER J. ZELL, L.L.S.
Lic. No. 49629

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
67 MAIDEN LANE
KINGSTON, NEW YORK 12401
–
TELEPHONE (845) 338-7622
FAX (845) 338-7660

DESIGN
REPORTS
SUPERVISION
CONSULTING SERVICES

SUBDIVISIONS
TITLE SURVEYS
TOPOGRAPHIC SURVEYS

OPINION OF PROBABLE COST

CONTRACT CK-171
STORM SEWER REPLACEMENT
VICINITY OF KINGSTON PLAZA
CITY OF KINGSTON, NY

JANUARY 2018

	ITEM	ESTIMATED COST
1.	Site Preparation & Maintenance (Lump Sum)	$5,000.00
2.	Furnish & Install Stormwater Manholes: 4 @ $4,000.00 Each	$16,000.00
3.	Furnish & Install 18 inch PVC Stormwater Pipe: 601 L.F @220/LF=	$132,220.00
4.	Furnish & Install RAILROAD CROSSING in Casing Pipe: Lump Sum	$30,000.00
5.	Subbase Replacement & New Subbase: 140 C.Y. @ $50/CY	$7,000.00
6.	Pavement Replacement & New Pavement: 120 Tons @ $110/Ton	$13,200.00
	Sub Total	**$213,490.00**
	Contingency 5%	$10,675.00
	TOTAL CONSTRUCTION	**$224,165.00**
	Engineering Design, Surveying & Bidding……………………………………	$16,550.00
	Construction Supervision/Inspection Allowance	$ 9,200.00
	TOTAL PROJECT COST ……………………………………………………	**$249,915.00**

Respectfully submitted,

BRINNIER AND LARIOS, P.C.

Dennis M. Larios, P.E.

CITY OF KINGSTON
Department of Health and Wellness
eflynn@kingston-ny.gov

Emily Flynn, Director | Steven T. Noble, Mayor

February 1, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

Re: Health and Wellness Budget Transfer

Dear President Noble,

The Health and Wellness Department respectfully requests an internal 2018 budgetary transfer. After speaking with the Mayor, I would like move $4,337 from the A1 4010.S472 Contacted Services line to the A1 4010.S112 Part Time Employees line and $308 also from the Contracted Services line to the A1 4010.S811 Social Security line.

The contracted services line in the Health and Wellness budget was intended to implement the Live Well Kingston Communications Plan. The Director of Health and Wellness has the skills to do much of the scope of work anticipated to be contracted out for communications and has a professional background in marketing, communications and graphic design. By increasing her hours at $21.86/hour it will be more cost effective to have her work more hours on communications than it would be to hire out the services to a marketing company which will charge upwards of $50/hour.

The Health and Wellness budget currently has $19,897 for part-time employees and $25,000 for contracted services. This would change to $23,927 for part-time employees and $20,663 for Contracted services and Social Security would be increased to 1,830. There is no financial impact from these transfers.

Please refer this matter to the appropriate Common Council Committee for further discussion and recommendation.

Respectfully Submitted,

Emily Flynn

Emily Flynn

Director of Health and Wellness

CC: Steven T. Noble, Mayor
Douglas Koop, Chair, Finance Committee
John Tuey, Comptroller

City Hall · 420 Broadway · Kingston, New York 12401 · (845) 334-3909 · www.kingston-ny.gov

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER ____	CONTINGENCY TRANSFER ____	TRANSFER ____
AUTHORIZATION ____	BUDGET MODIFICATION x	BONDING REQUEST ____
CLAIMS ____	ZONING ____	OTHER ____

DEPARTMENT City Clerk DATE 1/30/18

Description: Transfer funds in the Building Maintenance Budget for carryover of unspent grant monies from the NYSERDA Clean Energy Communities grant project "City Hall Energy Efficiency Upgrades" in the amount of $100,000. Reimbursement will come from funding provided by a NYSERDA grant for $100,000, and there is no required match.

FROM General Account # A1620.43389 NYS Grant $100,000

TO General Account # A1620.5301 Contracted Services $100,000

Estimated Financial Impact $0 Signature [signature]

Motion by____________________

Seconded by____________________

Action Required:

SEQRA Decision:
Type I Action ____
Type II Action ____
Unlisted Action ____

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

Committee Vote	YES	NO
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Patrick O'Reilly, Ward 7	☐	☐
Steven Schabot, Ward 8	☐	☐

City of Kingston
Parks and Recreation Department
kgilfeather@kingston-ny.gov

Steven T. Noble, Mayor | Kevin D. Gilfeather, Superintendent

January 30, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
420 Broadway
Kingston, NY 12401

Re: -1) Budget Modification for the NYSDEC HREP 2015 Open Space Plan Grant
- 2) Budget Modification for the NYSERDA Clean Energy Communities Grant
- 3) Budget Modification for three NYSDEC 2016 Zero Emission Vehicle (ZEV) Clean Vehicle Infrastructure Grants
- 4) Budget Modification for the NYSDEC HREP 2015 Natural Resources Inventory Project
- 5) Authorization to Expend Funds and Budget Modification for NYSDEC Kingston Point Beach ADA Improvements Grant

Dear President Noble:

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss the authorization of resolutions for budget modifications for seven grants and authorization to expend funds for one grant awarded to the City. The information for each is as follows:

1) A grant was awarded to the City of Kingston by the NYSDEC for an Open Space Plan for the City of Kingston which is for $24,500 with a local match of $10,700. This grant was awarded in 2016 and no monies were expended as of 2017. The request is to transfer unspent funds in the full amount of $21,500. The remaining $3,000 in grant funding will be received for administrative salaries already budgeted for and no budget transfer is being requested for this amount.

2) A grant was awarded to the City of Kingston by NYSERDA for their Clean Energy Communities Grant which is for $100,000 with no local match required, to be spent on funding the installation of window insets to improve energy efficiency in City Hall as well as the retrofit of City Hall lighting to LED. This grant was awarded in 2017 and no monies were expended in 2017. The request is to transfer unspent funds in the full amount of $100,000.

City of Kingston
Parks and Recreation Department
kgilfeather@kingston-ny.gov

Steven T. Noble, Mayor

Kevin D. Gilfeather, Superintendent

3) Three grants were awarded to the City of Kingston by the NYSDEC for their 2016 Zero-Emission Vehicle (ZEV) Clean Vehicle Infrastructure Grant. These three grants each total $15,990.38 with the local match provided for with in-kind staff time and equipment. The total of these three grants, which will result in Electric Vehicle Infrastructure installations in three City parking lots (Dock Street, Cornell Street and Lower Broadway) total $47,971.14. The request is to transfer unspent funds in the amount of $45,121.14. $2850 in grant funding will be received for administrative salaries already budgeted for and no budget transfer is requested for this amount. All three grants are being presented as one budget modification.

4) A grant was awarded to the City of Kingston by the NYSDEC for Natural Resources Inventory for the City of Kingston which is for $22,000 with a local match of $3,897.50. This grant was awarded in 2015 and is ongoing. The request is to transfer unspent funds in the amount of $8,290.56. The required match of $3,897.50 has already been met with in-kind donations. The remainder of the grant funds $12,709.44 were invoiced and paid to the consultant in 2017.

5) A grant was awarded to the City of Kingston by the NYSDEC for Kingston Point Beach ADA Accessibility Improvements. The grant project amount is $45,820. Reimbursement will come from funding provided by the grant for $45,820 and the required match funding of $6,931.50 will come from in-kid donations and staff time. The request is for a budget modification for the full amount of $45,820.00. Additionally, I am requesting a resolution to expend the funds in the first instance.

Thank you for your consideration.

Sincerely,

Julie L. Noble

Julie L. Noble
Environmental Education and Sustainability Coordinator

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Kingston** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of New York, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

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

COMPANY	**AUDITOR**
City of Kingston	The SpyGlass Group, LLC
Signature:______________________________	Signature:______________________________
Print Name: ____________________________	Print Name: Edward M. DeAngelo
Date:__________________	Date:__________________

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____	**CONTINGENCY TRANSFER _____**	**TRANSFER _____**
AUTHORIZATION X____	**BUDGET MODIFICATION ____**	**BONDING REQUEST _____**
CLAIMS _____	**ZONING _____**	**OTHER _____**

DEPARTMENT Comptroller DATE 2/2/18

Description: Request authorization from the Common Council to enter into a contract with the Spyglass Group, LLC to perform a no-risk telecommunications audit as per the attached agreement.

Estimated Financial Impact $0 Signature__________

Motion by______________________

Seconded by____________________

Action Required:

SEQRA Decision:
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	**YES**	**NO**
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Patrick O'Reilly, Ward 7	☐	☐
Steven Schabot, Ward 8	☐	☐

City of Kingston
New York 12402

Office of The Comptroller

CPO Box 1627
City Hall, 420 Broadway

Telephone:(845) 331-0080
Fax:(845) 334-3944

February 2, 2018

Alderman at Large James Noble
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

RE: Telephone Billing Review

Dear Alderman at Large Noble,

Periodically, the City has engaged with independent firms to perform "no-risk" telephone billing reviews. As it has been several years since the City last conducted such a review, I would like to request that the Common Council authorize me to engage the Spyglass Group, LLC to perform these services. Their fees, which are contingent upon the City receiving actual savings, are commensurate with the industry. The Spyglass Group specializes in telephone billing audits and has governmental clients throughout the country.

Sincerely,

____

John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble

CITY OF KINGSTON
Office of the Mayor
mayor@kingston-ny.gov

Steven T. Noble
Mayor

February 1, 2018

Honorable James Noble, President
City of Kingston Common Council
420 Broadway
Kingston, N.Y. 12401

Dear President Noble,

As you are well aware, all three union contracts expired on December 31, 2016. I am pleased to inform you that we have arrived at a tentative three-year agreement with the Kingston Professional Fire Fighters Association (KPFFA), which covers the time period of January 1, 2017 through December 31, 2019. This agreement reflects the extensive and productive discussions with the negotiating committee of the KPFFA. I believe that the Memorandum of Agreement herein enclosed is appropriate and fair for both parties. I appreciate that the members of the KPFFA continue to contribute 10% (up to a $3,000) towards the cost of their health insurance, the highest contribution among all active employees.

I respectfully request that you refer this matter to the Council's Finance Committee for review and consideration. My staff will be able to attend the February Finance Committee meeting to respond to any additional questions regarding this agreement.

Thank you for your consideration.

Respectfully Submitted,

Steve Noble
Mayor

City Hall· 420 Broadway · Kingston, New York 12401 · (845)334-3902 · Fax (845) 334-3904 · www.kingston-ny.gov

Memorandum of Agreement ("Agreement"), made and entered into this ___ day of January 2018, by and between the negotiating committees for City of Kingston (the "City") and the Kingston Professional Fire Fighters Association, Local 461, IAFF, AFL-CIO ("the KPFFA").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the collective bargaining agreement ("CBA") that covers the period January 1, 2012 – December 31, 2016; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the KPFFA's membership and ratification by the City's Common Council.

2. The signatories below each individually, and collectively, agree to recommend this Agreement for ratification/approval.

3. A copy of this original document has been furnished to representatives of the City and the KPFFA.

4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.

5. The provisions of the CBA shall be carried forward except as modified below.

6. Duration (Article XI): three (3) years commencing January 1, 2017 through December 31, 2019.

7. Salary (Article XV).

Effective January 1, 2017, all salaries of all bargaining unit members shall be increased by 2%.
Effective January 1, 2018, all salaries of all bargaining unit members shall be increased by 2%.

Effective January 1, 2019, all salaries of all bargaining unit members shall be increased by 2%. The 2017 and 2018 salary increases are retroactive and shall be paid within sixty (60) days of ratification of the Agreement by the parties.

8. Amend Article XII Bereavement Leave to provide for two 24 hour shifts for death of an immediate family member and one 24 shift off for non-immediate family members. An immediate family member shall include a spouse, domestic partner, child, adopted child, parent, grandparent, grandchild or sibling.

9. Amend Article V, Section 2 (a) adding the following sentence: " Shift employees shall be given the option to pick vacation on the 1st pick without losing any earned accrued vacation time."

For The City	For The KPFFA
[signature]	[signature]
Steven T. Noble	Bryan Cagalos
Mayor	President KPFFA
Dated: 1/25/18	Dated: 1/25/18

4057611

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____	**CONTINGENCY TRANSFER _____**	**TRANSFER _____**
AUTHORIZATION _____	**BUDGET MODIFICATION ____**	**BONDING REQUEST _____**
CLAIMS _____	**ZONING _____**	**OTHER _____**

DEPARTMENT_______Assessor_____________________________DATE_____________________

Description:__Transfer $2,500 from A11355.411 to A11355.205

Estimated Financial Impact____0_______________Signature___________________________________

Motion by______________________

Seconded by____________________

Action Required:

SEQRA Decision:
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

City of Kingston
New York 12402

Office of The Comptroller

CPO Box 1627
City Hall, 420 Broadway

Telephone:(845) 331-0080
Fax:(845) 334-3944

February 2, 2018

Alderman at Large James Noble
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

RE: Parking Policy and Collection Matters

Dear Alderman at Large Noble,

I would like to request the Common Council to consider the following parking related items at their next regularly scheduled Finance Committee Meeting.

- Parking Ticket Collection Policy – I recommend that the City adopt a formal parking ticket collection policy to comply with best practices. I've drafted the attached policy for the committee's consideration.

- Boot and Tow Law – I would like to recommend a subtle change in the City's Boot and Tow Law that would improve the usefulness of the legislation by linking it to the registered owner of a vehicle rather than the vehicle itself. Specifically, I request the Common Council consider amending paragraph A, Section 390.80 to read "The Chief of Police, Comptroller, or designee, hereby is authorized to provide for the immobilization of vehicles of a registered owner against which three or more parking summonses have been issued".

- Collections – The City currently sends four notices to parking violators, including a final notice. These efforts, along with the City's Boot and Tow Law and NYS DMV Scofflaw program, have been relatively effective in supporting the parking ticket collection rate but the City still has a significant accounts receivable. Our collection rate could potentially be improved by amending our contract with Complus (our parking service company) to implement a pilot program that would allow severely delinquent tickets to be referred to a third party collection agency. If the City were to implement a collection fee on tickets referred to collections, this program would have no cost to the City. I would like to discuss this opportunity further at the next Finance Committee meeting.

Sincerely,

John R. Tuey
Comptroller, City of Kingston

CITY OF KINGSTON

PARKING TICKET COLLECTION POLICY

1. Parking tickets issued by City of Kingston Parking Enforcement and/or Police Officers include an appearance date at City Hall and information on how to plead guilty or not-guilty.

2. If pleading guilty, the parking ticket may be paid by any of the three following methods:
   A) By mailing a check or money order in the preaddressed envelope to P.O. Box 1627, Kingston NY 12402.
   B) By appearing in person in the City Comptroller's Office and tendering payment by cash, check, or money order.
   C) By paying online at www.parkingticketpayment.com/kingston.

3. Pleading not guilty requires contact with the Parking Violations Bureau in City Hall by the return date listed on the ticket.

   Upon presentation of explanation and/or supporting documentation by the ticket recipient and/or the Parking Officer issuing the ticket, and where a determination is made that the ticket was issued in error, or when it is in the best interests of the City to recognize where a ticket should be reduced or dismissed in the interest of justice prior to appearing on the City Court calendar, the office of the Corporation Counsel may recommend to reduce, settle, or dismiss a parking ticket. In the situation where a ticket cannot be settled by the office of the Corporation Counsel, the recipient may protest the ticket in City Court.

4. The City Comptroller will periodically provide the Common Council with an aging report for Parking Tickets Accounts Receivable. In an effort to improve collections on delinquent parking tickets, the City will refer violators to a third party collection agency after a fourth and final notice has been mailed. Additionally, the City has implemented a boot and tow/scofflaw program to assist in collection efforts. The Common Council will provide direction to the City Comptroller if further collection efforts are deemed necessary.

AGREEMENT BY AND BETWEEN

CITY OF KINGSTON, NY (CLIENT)

AND

COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: JANUARY 12, 2017

This Agreement (the "Agreement") is made and entered into this 12th day of January 2017 by and between Complus Data Innovations, Inc (COMPLUS), with offices at 560 White Plains Road, Tarrytown, New York 10591 and City of Kingston, NY (CLIENT), with offices at 420 Broadway, Kingston, NY 12401for the processing of parking tickets using the ***FastTrack***™ Parking Ticket Management System (***FastTrack***™). The Terms and Conditions are as follows:

1. COMPLUS will provide all equipment/software listed on Schedule I, attached to this Agreement. CLIENT will promptly acknowledge, on the form attached as Exhibit A, receipt of all such equipment/software and that such equipment/software is in good working order. This equipment/software is for the sole purpose of providing access to ***FastTrack***™, COMPLUS' password-protected application for the processing of parking tickets. The CLIENT acknowledges that this equipment/software is the property of COMPLUS and agrees to exercise reasonable care of said equipment/software while in its possession. Any, handhelds, phones or printers that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of $4,500.00 per unit.

2. COMPLUS will be responsible for the maintenance and repairs of said equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect, or misuse of the equipment (including without limitation a repair arising from or in connection with the use by CLIENT of software other than software provided by COMPLUS and/or use of the equipment for other than ***FastTrack***™ use) shall be made at the sole expense of the CLIENT. All expenses related to the repair or replacement of equipment which is required as the result of an accident, neglect, or misuse, will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

3. Repairs to equipment and/or reinstallation and/or modification of software which are required as a result of changes or modifications made by the CLIENT, shall be made at the sole expense of the CLIENT. This includes, but is not limited to the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. These costs and expenses must be pre-approved by the CLIENT.

4. Additional services requested by the CLIENT that are not described in this Agreement must be submitted in writing by the CLIENT. COMPLUS will prepare a statement of work along

with a detailed cost estimate to be approved in writing by the CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, CLIENT requested software modifications and/ or relocation of equipment.

5. COMPLUS will provide CLIENT with remote access to ***FastTrack***™, a Citrix-based application that is designed to process parking ticket information. Access time will be 22 hours per day, seven days a week. ***FastTrack***™ will be unavailable due to daily maintenance-from 2:00 a.m. until 2:30 a.m. Eastern Time. COMPLUS will not be responsible for any downtime arising in connection with the internet service provider, Utilities Company and/or the CLIENTS' internal network.

6. The CLIENT will be responsible for the entry of all handwritten parking tickets. The CLIENT will be responsible for all other functions including the updating and disposition of tickets. COMPLUS is not responsible for the validity of any information provided to it, including without limitation to the information on the tickets. The CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets.

7. COMPLUS agrees to maintain ***FastTrack***™ to conform in all material respects to all federal, state and local laws and regulations. COMPLUS certifies that in addition to nightly tape backups, its data center is mirrored off-site for disaster recovery purposes.

8. COMPLUS will furnish the CLIENT with digital copies of the following reports and mailings:

   - Year-to-Date Disposition of Tickets
   - Delinquent Notices for Outstanding Tickets for the State of NY and Out-of-State Residents
   - Final Delinquent Notices
   - Officer and PEO Performance Reports
   - Permit Reports
   - Audit Reports
   - Daily and Monthly Cash/Dismissal Reports

9. Programming and reporting requests (with the exception of reports outlined in #8 will be evaluated and a scope of work along with pricing and estimated schedule will be developed by COMPLUS for review by the CLIENT. Such requests include but are not limited to:

   - Custom report templates available to the CLIENT through the Real-time reporting utility.
   - Custom monthly and/or one-time reports developed and sent to the CLIENT by email or on monthly report CD
   - New or change request for mobile ticket writing program to be integrated with other vendors' databases, including pay stations, meters or pay-be-cell providers
   - Changes to the mobile ticket writing software once the implementation is complete.
   - Changes to the functionality of the ***FastTrack***™ ticket management System.

10. As requested by the CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of NY plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owners(s). CLIENT will be responsible for postage of said notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in the notices that will be sent on behalf of CLIENT under this Agreement. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

11. Throughout the term of this Agreement, COMPLUS agrees to provide training at CLIENT's offices for ***FastTrack***™. COMPLUS will provide reference manuals describing the features and operations of ***FastTrack***™. COMPLUS shall provide updates to the system as they become available. Throughout the term of this Agreement, assistance will be available from field supervisors and by telephone at no charge to the CLIENT during the hours of 8:30 AM to 5:00 PM EST, Monday through Friday (with the exception of all state and nationally recognized holidays).

12. The CLIENT agrees to indemnify and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement; except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of COMPLUS. This provision survives the termination of this Agreement.

13. COMPLUS agrees to indemnify and hold harmless the CLIENT, its officers, agents, and employees from claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services hereunder. This provision survives the termination of this Agreement.

14. The CLIENT agrees to the following fee schedule for the use of ***FastTrack*** ™. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

FEE SCHEDULE:

- 9.7% of parking ticket revenue collected
- Reimbursement for postage on delinquent notices mailed by COMPLUS on behalf of the CLIENT
- Reimbursement for handheld ticket stock (if supplied by COMPLUS)
- $2.00 per permit fulfilled by COMPLUS

Warning Tickets: In the event that the CLIENT elects to issue warning tickets, COMPLUS will bill the CLIENT $1.45 for each issued warning ticket.

DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to the CLIENT, and the CLIENT agrees to pay COMPLUS, any increases charged by the various Department of Motor Vehicle agencies to provide registered owner's names and addresses after the first year of this contract.

Web-based Payments: COMPLUS' program allows internet-based access to ***FastTrack***™ for the purpose of allowing the CLIENT's violators to view and pay their parking tickets online via credit cards.

COMPLUS and its affiliates have developed and programmed ***FastTrack***™ and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of [*insert state of client locale*] laws and rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD, and Discover.

Convenience Fee Schedule for Online Payments

$3.50 per parking ticket/ code violation being paid online

$1.50 per permit or 3.5% of permit price, whichever is greater, for each permit purchased online

The term "Convenience Fee" as referenced in this Agreement is a fee paid by the end user of the online payment service for parking ticket payment transactions.

COMPLUS may change this convenience fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and the CLIENT will only be responsible for the following:

a. To allow chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables, and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in ***FastTrack***™ and become subject to further collection efforts.]

b. Funds will be deposited directly into CLIENT's account, less convenience fees, on a daily basis.

15. COMPLUS uses Parking Ticket Payment, LLC, for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS's clients, and accepts and assumes full responsibility for the security of cardholder data that is processed and transmitted through the PTP, LLC web sites, on CLIENT's behalf, and for maintaining all applicable PCI DSS

requirements.

16. The Term and Conditions of the Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which COMPLUS signs this Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the CLIENT or COMPLUS does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of the Agreement all handhelds and other equipment, peripherals, manuals and all other materials provided to CLIENT, all of which shall be returned to COMPLUS in good working order. In the event of termination, and providing that there are no outstanding invoices and the CLIENT has returned all equipment in good working order, the CLIENT will be provided at no cost with a computer database containing parking ticket information compiled for CLIENT during the term of the Agreement.

17. Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by the CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets, shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, solicitations, collection agencies and/or credit bureaus. This paragraph shall survive termination of this Agreement.

18. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by the CLIENT.

19. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any New York State court located in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.

20. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in

writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

21. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

22. Any claim that can be brought by the CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

23. This instrument contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

24. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate the CLIENT'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.	CITY OF KINGSTON, NY
Name: Jeff G. Grossman	Name: Steven T. Noble
Title: President	Title: Mayor
Date: 01/19/2017	Date: 1/18/17

SCHEDULE I

TO THE

AGREEMENT BY AND BETWEEN

CITY OF KINGSTON, NY (CLIENT)

AND

COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: ______, 2017

The following equipment/software will be provided to the CLIENT for the sole purpose of providing access to ***FastTrack***™.

- Four (4) N5 handheld ticket writers with docking cradles
- Six (6) licenses to ***FastTrack***™ software
- One (1) PC
- One (1) laser printer
- One (1) license to real-time reporting utility
- Integration with Parkeon kiosks and Parkeon pay-by-cell
- Four (4) data plans for N5 ticket writers Up to 2GB data per month per data plan. Additional data beyond 2GB will be reimbursable by the CLIENT

ADDENDUM

THIS AGREEMENT CONSTITUTES AN AMENDMENT TO THE CONTRACT EFFECTIVE JANUARY 12, 2017 FOR PARKINGENFORCEMENTANDMANAGEMENTBYANDBETWEEN THE CITY OF KINGSTON, NYAND COMPLUS DATA INNOVATIONS, INC.

WHEREAS, pursuant to this addendum (this "Addendum") the parties wish to supplement the terms of the Agreement to include the additional terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties' herby supplement the Agreement as follows:

Agreement

1. COMPLUS agrees to be responsible for telephone calls and emails (inbound and outbound) related to CLIENT parking permits. COMPLUS will continue to provide fulfilment services for all parking permit requests received via the BuyMyPermit.com website and U.S. mail, which includes the return of applications that cannot be processed.

2. COMPLUS agrees to ensure permit records are maintained based on information provided by CLIENT and permit customers.

3. CLIENT agrees to the fee schedule of $3.50 per permit issued for the services detailed above. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

4. CLIENT agrees that COMPLUS will be its exclusive provider for the processing and fulfillment of parking permits.

The signing of the enclosed copy and return to Complus Data Innovations, Inc. will indicate the City of Kingston, NY acceptance of this Addendum and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.	CITY OF KINGSTON, NY
Name: ARIEL KUNAR	Name:
Title: CEO	Title: Mayor
Date: 12.8.17	Date: 12/6/17

ADDENDUM

An agreement was made by and between COMPLUS DATA INNOVATIONS, INC. ("COMPLUS"), with offices at 120 WHITE PLAINS ROAD, TARRYTOWN, NY 10591 and the CITY OF KINGSTON, NY (CLIENT), with offices at 420 Broadway, Kingston, NY 12401 on the 12th day of January 2017 (hereinafter referred to as the "Agreement").

WHEREAS, pursuant to this addendum (this "Addendum") the parties wish to supplement the terms of the Agreement to include the additional terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties' herby supplement the Agreement as follows:

Agreement

1. COMPLUS agrees to assign any parking ticket that meets the following criteria to a secondary collections process, where permitted by the state DMV.
    a. At least four delinquent violation notice(s) have been mailed on the ticket, including a Final Notice
    b. 60 days have elapsed since the Final Notice and the ticket remains delinquent.

    COMPLUS has contracted with Capital Recovery Systems, Inc. (Capital Recovery) for secondary collection processing. Capital Recovery shall engage in collection activities including, but not limited to, skip-tracing accounts, sending letters, and making calls to debtors on all accounts placed by COMPLUS into collections on behalf of CLIENT.

    COMPLUS will also accept web payments for tickets in collection at www.parkingticketpayment.com/kingston.

    Capital Recovery will utilize a call script pre-approved by CLIENT for outbound calls.

    COMPLUS will bill CLIENT thirty-two point seven percent (32.7%) of parking ticket revenue collected on tickets sent to collections.

    Under the terms of the COMPLUS Agreement with Capital Recovery, Capital Recovery has agreed to indemnify COMPLUS and its clients from any liability resulting from acts or omissions of Capital Recovery or any employees or agent of Capital Recovery.

    CLIENT shall approval all language contained in the notices sent by Capital Recovery and all call script language.

    If either CLIENT or COMPLUS does not wish to continue assigning parking tickets to secondary collections, such party must notify the other party in writing of its intention at any time during the duration of the Agreement.

The parties reaffirm no other terms or conditions of the Agreement not otherwise modified or amended shall not be negated or changed as a result of this Addendum.

The signing of the enclosed copy and return to Complus will indicate acceptance of this Addendum.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.	CITY OF KINGSTON, NY
Name: Ariel Kunar	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

Company Overview

Capital Recovery Systems is an expert in collecting delinquent debts, with a unique specialization in collecting traffic fines, parking tickets, camera violations, utilities, and taxes. CRS has recovered hundreds of millions of dollars in delinquent debt for over 500 clients throughout the country, all while maintaining an A+ rating from the Better Business Bureau.

History

Capital Recovery Systems was founded in Ohio in 1997. We quickly found that local municipalities and counties were very under-serviced when it came to collecting debts delinquent debts, particularly when it came to vehicle-related violations. Over the years we tailored our services in order to maximize our recovery on behalf of our clients, with our own success coming as a byproduct. We have steadily expanded our services to over 500 counties and municipalities across the country since then, and constantly strive to find ways to add more value for our clients.

Our Approach

At Capital Recovery Systems, our number one priority is to maintain our client's positive reputation, while achieving maximum revenue recovery. Particularly when serving government clients, we are collecting debts from their constituents, and the good will between those debtors and the client *has to be preserved above anything else.* This necessity has driven us to create a unique and very effective approach to collecting that sets us apart from other agencies.

With most collection agencies, you have a group of individual collectors who earn commission on every debt that they are able to collect. When collectors are motivated too heavily by commission they will tend to use aggressive and manipulative tactics that can border on harassment, and even violate the law. It also creates issues with logistics and morale, where collectors fight over "account ownership". We know this to be the case, because like other collection agencies we struggled through it as a company for a number of years.

What we came to realize was that the vast majority (over 90%) of payments were coming from effective use of technology, rather than out-going calls from our collectors. Our skip-tracing, data scrubs, letters and automated dialer were generating payments, and many of the payments taken over the phone were prompted by letters or automated messages sent to the debtors. With that revelation came the decision to change our approach to one of customer service, and employ Customer Service Representatives, not collectors.

Now, all of our Customer Service Representatives are paid a higher wage and don't have to worry about commission. Our CSRs use specific phone scripts and have yearly training in customer service and FDCPA regulations. Instead of drama over "account ownership", we have a team of representatives that work together to recover revenue while being courteous and respectful.

The end result for our clients is tremendous: *We now receive only 1 complaint in every 18 million contacts we make*, which is a staggering statistic in the collections industry. Not only does it generate far fewer complaints, but it actually yields better revenue recovery. Our collection efforts are more successful than ever (often tripling the industry average of 11.2% recovery on municipal debts), and it is a rare event indeed when a client receives a complaint over the conduct of our staff. We have essentially taken the focus off of the collectors earning commission, and put it back on the best interest of our clients, where it should be.

Our Successful Outcomes

As mentioned earlier we have recovered hundreds of millions of dollars for our clients, working with clients of all sizes. Our approach to collecting allows us to treat all clients with the same amount of dedication, whether they are a large city like Toledo, Ohio, or a small village with very few annual cases. That level of service is why we have a client retention rate of over 90%, despite being a part of an industry with typically high client turnover.

We use an effective combination of skip-tracing, letter campaigns, automated calls, and calls by personnel to help collect your delinquent debts. We invest more time, money and effort into collecting than any of our competitors, which has allowed us to achieve an average recovery rate of 30.2%, nearly three times the national average of 11.2% in municipal collections *(according to a 2013 ACA International Collections Market Survey)*.

Here are some examples to illustrate our success, including both small and large clients:

Client	Revenue Recovered	Recovery Rate
Lorain Municipal Court (OH)	$7,388,044	73.50%
Gas City Court (IN)	$1,586,679	58.67%
Toledo Municipal Court (OH)	$17,178,351	37.75%
Newburgh Heights Mayors Court (OH)	$150,829	62.29%
Beech City Court (IN)	$673,932	44.29%
Amelia Village (OH)	$141,256	82.32%

We have recovered over $1,000,000 for more than 50 different clients.

Summary

In short, Capital Recovery Systems gives you the best of all worlds when it comes to a collection agency: the experience of a company with a vast client base, and the attention to customer service that you expect of a medium-sized company.

We hope you'll give us an opportunity to show you why our clients tend to stick with us, and how our recovery rates can help you improve your bottom line.

COLLECTION PROCEDURES

Hours of Operation: 8am – 7pm Monday through Friday
8am – 12pm Saturday

When you place accounts with CRS they are received by our Data Management Team, who will convert the files (as necessary) to fit into our database. **Our team can accept account placement files in any format that the court prefers.** The same day that the accounts are placed, we run a number of "Scrubs" on the accounts, which help us gather all the correct information on the defendants. These scrubs include:

- National Change of Address Database
- Address Element Correction,
- Scrubs that identify defendants who are deceased
- Scrubs that identify defendants who are a potential litigation risk. (These accounts are worked with the same diligence and effort, but it is better that the collectors know ahead of time that these defendants may be looking for any excuse to complain or sue. While we strive to be courteous and mindful of regulations with *every* communication, warning collectors of a potentially litigious defendant serves as a good reminder that the mishandling of any accounts can bring terrible consequences.)

We also check to see if the phone numbers we have are cell phone numbers or landlines, as cell phones require different protocol (you cannot use an automatic dialer on cell phones without prior consent).

Once the accounts are scrubbed, **any accounts that are flagged with a bad address are automatically Skip Traced**, and any new information found is returned to us the same day. If there is no new information on an account then we have one of our CSRs manually Skip Trace the account.

Once we have the most detailed and accurate information on the accounts, we assign a letter strategy. **The next day at 6:00 am, the first round of letters are sent out.** The letter strategy determines the type of letter that is sent out, as well as the interval at which following letters will be sent. We time this carefully to allow defendants adequate time to pay, while remaining vigilant in our collection attempts.

Any accounts that have a good phone number (either from the information sent by the Court or through one of our skip traces), **will be called by our dialer with an automated message (every 5 business days unless a contact is made and the schedule is changed accordingly)**. Our messages inform the defendant of their debt and that it is now in collections, and they ask them to please return our call. **We also use daily calling campaigns where our collectors target specific defendants, such as those who broke a promise to pay by a certain date, or those who have paid debts with us in the past.** The automated dialer connects our CSRs immediately whenever a phone is answered (with no gap in time where the defendant is left on the line like you will sometimes experience with telemarketers).

Once we have defendants on the phone, we give them what we call a “mini-Miranda”, where we let them know that we are collection agents working on behalf of the client, in an attempt to collect a debt. Our first approach is to attempt to collect the debt in full, encouraging them to use whatever means available to resolve the debt, while maintaining a customer-service style attitude. **We are never rude or aggressive, and treat defendants with dignity.** When paying in full is not an option, we offer to set up a payment plan with them, and let them know that they have a variety of options to ultimately resolve their debt.

Our first priority is to collect balances in full when possible. However, we can also set up payment plans with the debtor to help accommodate their financial needs. We encourage the debtors to pay as much as they can on a monthly basis in order to resolve the debt quickly (which will often mean the reinstatement of their driver’s license or release of a registration block with our given client base). We send out payment reminder letters 17 days before a payment is due to encourage debtors not to break their promises to pay.

Follow-up on Accounts

Once CRS has exhausted its initial collection efforts, we have a few more measures to make sure we are recovering the most out of each account. One such measure is our Tax Season Campaign:

> Any accounts that are not paid within the time frame of the initial letter cycle will be eligible for a Tax Season Campaign letter for five years (meaning up to five additional collection notices each year). Between late December and late February we will re-skip trace these accounts and send them a letter encouraging them to “use any government refund they may receive to pay off their government obligations”. This campaign is very effective and has improved the recovery rate of all of our clients.

On top of the tax season campaign, we continue our efforts to collect the accounts using our automated dialer technology. Our two automated dialers allow us to make thousands of calls every day at a fraction of the cost of a normal phone call, meaning we can continue our attempts to contact debtors for years. With our services, there is no limit to the number of phone calls we make on an account, and we frequently re-skip trace accounts for better phone numbers if we have no luck with a given phone number over a long period.

Chapter 390. Vehicles and Traffic

Part 2. Traffic Regulations

Article XI. Immobilization, Removal and Storage of Vehicles

[Amended 8-1-2006 by L.L. No. 4-2006, approved 8-18-2006]

§ 390-79. Authority to impound vehicles.

When any vehicle is parked or abandoned on any street, highway or parking area within this City during a snowstorm, flood, fire or other public emergency which affects that portion of the public street, highway or parking area upon which said vehicle is parked or abandoned, or when any vehicle is found unattended on any street, highway or parking lot within the City where said vehicle constitutes an obstruction to traffic or when any vehicle is parked or abandoned on any street, highway or parking lot within this City where stopping, standing or parking is prohibited, said vehicle may be removed by or under the direction of the Police Department of the City of Kingston.

§ 390-79.1. Legislative findings; purpose.

A. The Common Council of the City of Kingston finds that significant numbers of vehicle owners fail to respond to parking summonses issued for violations of parking orders, rules, regulations, ordinances and local laws; that a significant number of such owners are persistent violators; and that by reason of out-of-state registration of such vehicles, transfer of ownership and reregistration of such vehicles and other devices, violators frequently are able to evade existing enforcement measures.

B. By reason of the foregoing, the Common Council of the City of Kingston finds that the health, welfare and safety will be served by adoption of a local law providing additional means of enforcing parking orders, rules, regulations, ordinances, and local laws in the case of vehicle owners who fail to timely respond to summonses issued for parking violations.

C. The Common Council of the City of Kingston does hereby ordain and enact this article to accomplish the aforesaid purposes.

§ 390-80. Immobilization and impounding of vehicles authorized.

A. The Chief of Police, Comptroller or designee hereby is authorized to provide for the immobilization of vehicles against which three or more parking summonses have been issued if two or more of such summonses have not been answered within 45 days of the appearance date or dates shown on such summonses.

B. Such vehicles may be immobilized and left where found, secured by the use of a steel lock or such other immobilization device as may be designated by the Chief of Police, Comptroller or designee.

C. Such immobilization shall be at the expense of the owner of the vehicle.

D. Any vehicle that has been immobilized and not lawfully released or lawfully removed by the owner of the vehicle for 72 hours from the time of such initial immobilization may be impounded by the Chief of Police, which removal, boot release fee and storage shall be at the expense of the owner of the vehicle.

E. Storage and charges for storage and removal of vehicles for other than parking summonses shall be as provided in § **390-64**.

§ 390-81. Notice and warning to owner.

A. When an immobilization device is used, the Police Department, or its agents, or Parking Violations Bureau employees shall attach to the vehicle, in such form as may be directed by the Chief of Police, Comptroller or designee, a notice containing the following information:

(1) The location and identifying characteristics of the vehicle.

(2) The date and time of placement of the device and the signature of the installer.

(3) Notice that further parking restrictions will be waived during the immobilization period for a period of five days from the date of immobilization.

(4) Notice that any person tampering with the device or the vehicle will be subject to criminal prosecution and liable for any loss to the City.

(5) The steps which the owner must take to obtain the release of the vehicle.

(6) Such other information, statements, notices and warnings as the Chief of Police, Comptroller or designee may from time to time determine to be appropriate.

B. Notice of removal of a vehicle and recovery of the vehicle by the owner for other than parking summonses shall be as provided in § **390-64**.

§ 390-81.1. Tampering or attempted removal; penalties for offenses.

A. No person shall attempt to or tamper with, deface, remove or destroy an immobilization device or move a vehicle immobilized as herein provided.

B. A violation of this section shall be punishable by a fine not exceeding $250 or by imprisonment for up to 10 days, or both.

§ 390-81.2. Vehicle release to owner.

A. Any vehicle immobilized as herein provided shall be promptly released to its owner upon:

(1) Payment of the expenses of immobilization which hereby are found to be $40; and either

(2) An order of the City Court authorizing such release; or

(3) The owner furnishing security for appearance in City Court to answer parking summonses outstanding against such vehicle and the expense of immobilization.

B. The amount of such security shall not exceed the total of the maximum fines permitted upon conviction of the offenses charged in outstanding summonses against the vehicle or the vehicle owner's failure to timely answer, plus the expense of immobilization.

C. Any police officer on desk duty at the Kingston Police Station or Parking Enforcement Officer, or Parking Violation Bureau Employee(s) of the Comptroller's Office of the City of Kingston shall be authorized to establish a date for the vehicle owner's appearance in Kingston City Court to answer outstanding parking summonses, to determine the amount of security required and to accept same together with the expense of immobilization. In determining the amount of such security, consideration shall be given to the likelihood of the vehicle owner appearing in Kingston City Court to answer outstanding summonses and the number of outstanding summonses involved. Security payments shall be promptly transmitted to the Kingston City Court.

D. While a vehicle is immobilized as herein provided, any parking restrictions of which such vehicle may be in violation, except as provided herein, shall be suspended as they apply to such vehicle for a period of three days from the initial date of immobilization.

Company Overview

Capital Recovery Systems is an expert in collecting delinquent debts, with a unique specialization in collecting traffic fines for courts and local municipalities. CRS has recovered over **$180,000,000** in delinquent debt for over 350 local courts and municipalities throughout the country, all while maintaining an **A+ rating from the Better Business Bureau**.

History

Capital Recovery Systems was founded in Ohio in 1997 to work exclusively for government clients. We quickly found that local governments were very under-serviced when it came to collecting debts for courts, particularly traffic fines and court costs. We took on our first major court client in 2000 with Clark County Municipal Court in Ohio, and started to develop innovative methods and procedures to tailor our services specifically to collecting traffic fines. We have steadily expanded our services to **over 350 counties and municipalities** across the country since then, and constantly strive to find ways to add more value for our clients.

Our Approach

At Capital Recovery Systems, **our number one priority is to maintain our client's positive reputation**, while achieving maximum revenue recovery. We understand that when we serve government clients, we are collecting debts from their constituents, and that the good will between those debtors and the client *has to be preserved above anything else.* This necessity has driven us to create a unique and very effective approach to collecting that sets us apart from other agencies.

With most collection agencies, you have a group of individual collectors who earn commission on every debt that they are able to collect. When collectors are motivated too heavily by commission they will tend to use aggressive and manipulative tactics that can border on harassment, and even violate the law. It also creates issues with logistics and morale, where collectors fight over "account ownership". We know this to be the case, because like other collection agencies we struggled through it as a company for a number of years.

What we came to realize was that the vast majority (over 90%) of payments were coming from effective use of technology, rather than out-going calls from our collectors. Our skip-tracing, data scrubs, letters and automated dialer were generating payments, and many of the payments taken over the phone were prompted by letters or automated messages sent to the debtors. With that revelation came the decision to change our approach to one of customer service, and employ Customer Service Representatives, not collectors.

Now, all of our Customer Service Representatives are paid a higher wage and don't have to worry about commission. Our CSRs use specific phone scripts and have yearly training in customer service and FDCPA regulations. Instead of drama over "account ownership", we have a team of representatives that work together to recover revenue while being courteous and respectful.

The end result for our clients is tremendous: ***We now receive only 1 complaint in every 18 million contacts we make***, which is a staggering statistic in the collections industry. Not only does it generate far fewer complaints, but it actually yields better revenue recovery. Our collection efforts are more successful than ever (**often tripling the industry average of 11.2% recovery on municipal debts**), and it is a rare event indeed when a client receives a complaint over the conduct of our staff. **We have essentially taken the focus off of the collectors earning commission, and put it back on the best interest of our clients, where it should be.**

Our Successful Outcomes

As mentioned earlier we have recovered over **$180 million** for our clients, working with clients of all sizes. Our approach to collecting allows us to treat all clients with the same amount of dedication, whether they are a large city like Toledo, Ohio, or a small village with very few annual cases. That level of service is why we have clients who have stuck with us for many years, sometimes over a decade, despite being a part of an industry with typically high client turnover.

Here are some examples to illustrate our success, including both small and large clients:

Client	Revenue Recovered	Recovery Rate
Lorain Municipal Court (OH)	**$6,534,986**	**47.86%**
Gas City Court (IN)	**$1,419,019**	**56.27%**
Toledo Municipal Court (OH)	**$12,342,459**	**33.83%**
Newburgh Heights Mayors Court (OH)	**$97,469**	**50.57%**
New Haven City Court (IN)	**$90,847**	**34.24%**
Amelia Village (OH)	**$119,899**	**68.24%**

We have recovered **over $1,000,000** for all of the following clients:

Barberton Municipal Court
Berea Municipal Court
Butler County Courts
Cambridge Municipal Court
Canton Municipal Court
Carmel City Court
Citrus County Circuit County
Clark County Municipal Court
Dayton Municipal Court
Dayton Photo Speed
Eaton Municipal Court
Fairfield County Court
Franklin County Municipal Court
Gas City Court
Hamilton County Clerk
Licking County Municipal Court
Lorain Municipal Court
Marietta Municipal Court
Marion County Clerk
Miamisburg Municipal Court
Montgomery County Courts
Parma Municipal Court
Philadelphia Traffic Court
Portage Municipal Courts
Rocky River Municipal Court
Shaker Heights Municipal Court
Sylvania Municipal Court
Toledo Municipal Court
Vandalia Municipal Court
Warren Municipal Court

Our Key Personnel

Craig Klein – *General Manager and President*

Craig founded CRS in 1997 and has been a collection industry leader for over three decades. Using his government experience, CRS has developed a niche in state and local government court collections. Craig is responsible for the overall management of collection activities, and ensuring all work is performed in compliance with local, state, and federal regulations.

Dennis Johnson – *Vice President and Operations Manager*

Dennis has been a part of CRS since the beginning. Dennis is a driving force of CRS and has developed new collection strategies for more than 350 court clients. He will oversee all aspects of the day-to-day operations and ensure that the contract is implemented according to the Southlake Municipal Court's requirements and expectations.

Phil Cornell *– Director of Sales & Marketing*

Phil has been involved in government collections for more than 25 years now. His expertise ranges from State Government Collections to Local Court Collections. Phil has been responsible for the addition of over 450 government clients since coming to CRS. His clients have placed more than $600 million with CRS since 2004.

Debbie DiAlbert *– Director of Operations*

Debbie joined the CRS team in 2006 as a valued member of our administration team. Using her knowledge of customer service, human resources, and accounting practices, Debbie has helped establish standards and procedures to ensure quality and compliance in our company. Her efforts have empowered management and staff at CRS to work together for one common goal – to minimize complaints and maximize our collection efforts.

Marquette Slappy *– Senior Collection Manager*

Marquette has 16 years of court collections experience, 12 of which have been spent with Capital Recovery Systems. She will oversee the management of your portfolio. She started her career as an account representative for a major credit card company prior to her work in third-party government collections. Early in her career she was honored with the title of Collector of the Year. Marquette began as a unit manager and within two years had diligently worked her way into the Senior Collection Manager roll for CRS. As Senior Collection Manager, her duties include management of our entire portfolio as it relates to our account representatives. She also handles our client relationships as a start-up and continuing operations liaison.

John Cavanaugh *– Director of Information Technology*

John joined Capital Recovery Systems in 2009 and is responsible for a completely automated and customized process that keeps our systems up to speed with changing client demands. His attention to detail and his skill at working multiple projects with tight deadlines make him a major asset to the team. John is responsible for system maintenance and security, implementation of software, and ensuring the systems are operational 24/7.

Nancy Benedum *– Data Management Supervisor*

Nancy started working with CRS in June of 2005 and has over 25 years of experience with office automation systems. Nancy brings a high level of troubleshooting and problem-solving skills to the team. Nancy is responsible for the implementation and continued quality of your data.

Alex Gregory*- Marketing Coordinator*

Alex joined the CRS team in April 2013. Alex is responsible for outreach to both clients and prospective clients alike, as well as providing a broad perspective on various state and local markets. With a background in statistical analysis and research, he works on initiatives that enhance value to clients and improve client profitability.

John DiAlbert *– Legal Compliance Manager*

Prior to joining CRS full-time in 2010, John was an attorney with a family practice that had a close working relationship with CRS. Since coming on board, John has assumed the responsibility of making sure all of our actions and communications are compliant with FDCPA and TCPA regulations, as well as compliant with state and local laws regarding collections. We are proud to have John as our staff legal consultant, and benefit greatly from his knowledge of government and collection law.

P6BLT7 CITY OF KINGSTON PARKING TICKET SYSTEM DATE 01/03/2018

A G I N G O F A C C O U N T S R E C E I V A B L E

AGE OF TICKETS	NUMBER OF TICKETS	VALUE OF FINES	VALUE OF PENALTIES	PARTIAL PD/DISM	TOTAL VALUE
0-30 DAYS	390	$9,185.00	$3,630.00	$.00	$12,815.00
31-60 DAYS	326	$7,755.00	$7,660.00	$.00	$15,415.00
61-90 DAYS	123	$2,950.00	$2,955.00	$20.00	$5,885.00
91-180 DAYS	408	$9,745.00	$9,745.00	$220.00	$19,270.00
181-365 DAYS	1,078	$35,220.00	$24,520.00	$805.00	$58,935.00
OVER 1 YEAR	2,387	$53,590.00	$48,620.00	$460.00	$101,750.00
OVER 2 YEARS	2,031	$49,080.00	$41,365.00	$780.00	$89,665.00
OVER 3 YEARS	2,013	$49,620.00	$41,150.00	$590.00	$90,180.00
OVER 4 YEARS	972	$32,790.00	$19,145.00	$400.00	$51,535.00
OVER 5 YEARS	9,621	$236,160.00	$213,570.00	$5,740.00	$443,990.00
T O T A L S	19,349	$486,095.00	$412,360.00	$9,015.00	$889,440.00