KLDC Kingston Local Development Corporation

Hon. Steven T. Noble, President Amanda L. Bruck, Executive Director

Procurement Policy and Procedures

Pursuant to Section 2879 of the New York State Public Authorities Law, the Kingston Local Development Corporation ("KLDC") hereby adopts the following Procurement Policy.

KLDC is a local development corporation and public authority subject to the requirements of the New York State Public Authorities Law. In order to ensure compliance with applicable state and local procurement requirements, the KLDC Board of Directors has authorized the Corporation to utilize the procurement policies, procedures, and competitive bidding processes of the City of Kingston Central Purchasing Department for the acquisition of goods and services.

All procurements conducted on behalf of KLDC shall be made in accordance with:

- The City of Kingston's duly adopted procurement policies and procedures;
- Applicable provisions of New York State law;
- The requirements of Public Authorities Law §2879;
- Applicable Minority- and Women-Owned Business Enterprise (MWBE) and Service-Disabled Veteran-Owned Business (SDVOB) requirements, where appropriate.

The Corporation shall ensure that procurement decisions are made in a manner consistent with the principles of transparency, fairness, integrity, equal opportunity, and cost-effectiveness.

The KLDC Board of Directors retains oversight responsibility for procurement activities and shall review and approve contracts as required by its bylaws, applicable law, and established approval thresholds.

This Procurement Policy shall be reviewed annually by the Board of Directors and updated as necessary.

Adopted by the Board of Directors on 12/20/2012
Reviewed 12/19/2013 full Board
Reviewed 12/18/2014 full Board
Reviewed 12/17/2015 full Board
Reviewed 12/15/2016 full Board
Reviewed 11/16/2017 full Board
Reviewed 12/20/2018 full Board
Reviewed 10/17/2019 full Board
Reviewed 10/15/2020 full Board
Reviewed 10/21/2021 full Board
Reviewed 10/20/2022 full Board
Reviewed 12/21/2023 full Board
Reviewed 10/17/2024 full Board
Reviewed 10/16/2025 full Board

PROCUREMENT POLICY AND PROCEDURES

City of Kingston
Central Purchasing Department

STEVEN T. NOBLE, MAYOR

Rev. 11/29/2023

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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 Director of Purchasing 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 ensure 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 Director of Purchasing shall have ultimate discretion regarding any and all procurements.

Pursuant to GML 104-b(2)(f), the City hereby identifies the individuals listed below as responsible for purchasing, as of the date of the last annual review of this Procurement Policy Manual:

Brian J. Woltman, Director of Purchasing
John Tuey, City Comptroller
Steven T. Noble, Mayor
Barbara Graves-Poller, Corporation Counsel

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 Director of Purchasing 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 Director of Purchasing 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 service, 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 a 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 $5,000 or more shall require that a fully executed standard agreement contract accompany the purchase order.

Section I: Insurance Requirements

A)City of Kingston Standard Insurance Requirements for All Contracts

Specific projects/contracts may require increased limits or additional lines of coverage based on the nature and/or hazards of the work involved. **The limits and lines of insurance coverage shown in the following matrices are not intended to apply to all contracts or anticipated operations.** The City may adjust the lines of insurance commensurate with the exposure created by the work or the operations. The City's Purchasing Department should be consulted in advance if deviations from the matrices are requested.

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.**

AUTOMOBILE LIABILITY INSURANCE:

Where applicable, 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

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.

B) Additional Insurance Requirements for the Procurement of Professional & Personal Services

Please Note: The insurances listed in part A (Workers' compensation, Disability, and Automobile Liability Insurance) are required for all contracts. The following insurances are required in addition to those insurances.

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 the 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.

PROFESSIONAL LIABILITY INSURANCE {e.g. MALPRACTICE INSURANCE)

For Professional Service Contracts, 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.

TECHNOLOGY ERRORS AND OMMISSION

For IT Services, the Contractor shall maintain, during the term of the contract, Technology Errors and Omissions Liability Insurance for Claims for damages arising from computer related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and electronic equipment, or computer software developed, manufactured, distributed, licensed, marketed or sold.

This policy shall include coverage for third-party fidelity including cyber theft, if applicable. If the policy is written on a Claim-Made made basis, the Contractor must provide to the Agency proof that the policy provides the option to purchase Tail Coverage providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and Excess Liability Policies, as applicable.

Technology Errors and Omissions Liability in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

Procurement of Professional and Personal Services Insurance Matrix

Recommended Policy Limits[1]

	A	B	C	D	E	F	G
Category	Workers Compensation	NYS Disability Benefits	Commercial General Liability[2] in Combination with Excess(Umbrella) Liability		Business Automobile Liability	Professional Liability	Technology Errors and Omissions
			Each Occurrence	General Aggregate	Combined Single Limit		
Other	Coverage shall be required in every contract, with limits as specifed by law						
IT			$1,000,000	$2,000,000		$1,000,000	$1,000,000
Outsource:							
Web Design			TBD	TBD	TBD	TBD	$1,000,000
Personal Service			$1,000,000	$2,000,000	$1,000,000	$1,000,000	
Professional Services					TBD	TBD	

Notes

1. The recommended limits and forms of insurance coverage listed in this matrix contemplate those exposures that are considered most common for the subject operations. The limits and lines of insurance coverage are not necessarily intended to apply to all contracts or intended operations. The City must take into consideration the potential exposure created by the work or operations that are the subject of the contract, and then adjust the form of insurance coverage and the corresponding limits commensurately. Consideration should be given to including insurance requirements in all transactions, even those which fall underdiscretionary purchasing.

2. Commercial General Liability and Excess(Umbrella Liability:

a. Each Occurence limits should be provided such that the sum of the Commercial General Liability Per Occurence and the Excess/Umbrella limits is equal to or greater than the total listed in column C.

b. General Aggregated limits should be provided such that the sum of the General Aggregate and Excess/Umbrella limits is equal to or greater than the total listed in column D.

c. Products/Completed Operations limits should be provided such that the sum of the Products/Completed Operations Aggregate and the Excess/Umbrella Liability limits is equal to or greater than the General Aggregate limit listed in column D.

d. Personal & Advertising Injury limits of $1,000,000.00 can be achieved by a combination of CGl and Excuss(Umbrella) limits.

C) Additional Insurance Requirements for all Capital Projects

Please Note: The insurances listed in part A (Workers' compensation, Disability, and Automobile Liability Insurance) are required for all contracts. The following insurances are required in addition to those insurances.

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.

Design: Architectural & Engineering

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.

Construction: Contract Value

Less Than **TEN MILLION AND 00/100 ($10,000,000.00)**

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.

Between **TEN MILLION AND 00/100 ($10,000,000.00)** and **FIFTY MILLION AND 00/100 ($50,000,000.00)**

Bodily Injury Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate.

Greater Than **FIFTY MILLION AND 00/100 ($50,000,000.00)**

Bodily Injury Liability Insurance in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** for each occurrence and in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** general aggregate.

Construction Management: Contract Value

Less Than **TEN MILLION AND 00/100 ($10,000,000.00)**

Bodily Injury Liability Insurance in an amount not less **than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate.

Between **TEN MILLION AND 00/100 ($10,000,000.00)** and **FIFTY MILLION AND 00/100 ($50,000,000.00)**

Bodily Injury Liability Insurance in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** for each occurrence and in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS** general aggregate.

Greater Than **FIFTY MILLION AND 00/100 ($50,000,000.00)**

Bodily Injury Liability Insurance in an amount not less than **TWENTY-FIVE MILLION**

AND 00/100 ($25,000,000.00) DOLLARS for each occurrence and in an amount not less than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00) 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.

OWNER & CONTRACTORS PROTECTIVE LIABILITY

The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy as follows:

- For work related to street, road, highway, and/or bridge work – Form CG 00 14, Special Protective and Highway Liability Policy – New York Department of Transportation

- For projects not related to street, road, highway, and/or bridge work – Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor

The policy shall be written on a project basis for the benefit of the City, its officers, agents, and employees, with respect to all operations under the contract by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the City, its officers, agents, and employees.

The City shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the City. OCP policy limits shall be no less than: (as specified in the applicable matrix).

BUILDERS RISK

[The following language is to be used when the Contractor is required to provide Builder's Risk Insurance]

Builder's Risk Insurance- Contractor

The Contractor shall provide a Builder's Risk Insurance policy in completed value form. Such policy shall cover the total value of the work performed in accordance with the contract, as well as the value of any equipment, supplies and/or material to be installed in the project that may be in storage (on or off the site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and property of the City held in its care, custody and/or control. Such policy shall name as Insureds the City of Kingston and the Contractor. The Builder's Risk Insurance policy shall contain Endorsements that provide for the following:

- The City and the Contractor shall be named as Loss Payees for the work in order of precedence, as their interest may appear; and

- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance company; and

- In the event that the Insurance policy has been issued by a mutual Insurance company, the following language shall be included: the "(City) is not liable for any premium or assessment under this policy of Insurance. The Contractor (Insert Name) is solely liable therefor."

[The following contract language is to be used when the Owner or City will provide Builder's Risk Insurance coverage]

Builder's Risk Insurance– Owner/City

The City shall, except as otherwise specified, at all times during the period of construction and until physical completion and acceptance, procure and maintain, at the cost and expense of the Owner, Builder's Risk Insurance. The Contractors and Subcontractors will be covered for their work. Losses up to and including (**$XXX**) shall be borne by the Contractor. Reimbursement of loss, if any, is to be made payable to the owner. The City shall, at the owner's sole discretion, have power to adjust and to settle with the Insurer any loss or Claim under said Insurance. Coverage shall include sub-limits for property in transit and for property in storage on and off the job site.

Contractor's Equipment

The Contractor shall secure, pay for, and maintain Commercial Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned,

borrowed or rented by the Contractor. The requirement to secure and maintain such Insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such Insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such Liability.

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

Design: Architectural & Engineering

Less Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00)**

Professional Liability Insurance in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS.**

Greater Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00)**

Professional Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS.**

Construction

Does Not Apply.

Construction Management: Contract Value

Less Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00)**

Professional Liability Insurance in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS.**

Greater Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00)**

Professional Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS.**

Environmental Liability

Pollution Legal Liability (PLL)

If the operations of the other party (i.e., a tenant) are such that they could be found liable for damages that result from the release of pollutants, including Claims of bodily injury, property damage or environmental contamination including natural resource damage from the property they owned, leased, or operated, then they shall provide and maintain Pollution Legal Liability coverage with limits not less than (see matrix) per Claim.

Contractor's Pollution Liability (CPL)

If the contract involves abatement, handling, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous materials or substances including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, and the need to monitor, clean up, remove, contain, treat, detoxify, or assess the effects of a pollution-related event or condition the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, Contractor's Pollution Liability Insurance, including coverage for non-owned disposal sites, with limits of not less than **(as specified by the applicable matrix)**, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any Claim, suit, or proceedings against the City arising from the Contractor's work. The City shall be named as Additional Insureds and coverage shall be primary.

This requirement applies to mold as well, if excluded in the Commercial General Liability Insurance policy.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered automobiles (Endorsement CA 01 12 or its equivalent) as well as proof of MCS-90.

Marine Protection & Indemnity, Hull & Machinery, Jones Act and United States Longshore and Harbor Workers' Act Coverage

Anytime the activity involves work on or near a shoreline, navigable water (i.e. work in adjoining areas customarily used in the loading, unloading, repairing or building of a vessel) or the work is connected to water related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability Insurance for all marine operations under the contract, with a minimum **(see matrix**) limit. Policies shall name the City as Additional Insureds.

ADDITIONAL CONDITIONS OF INSURANCE:

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

Capital Construction Insurance Matrix

Recommended Policy Limits[1]

Category	A	B	C	D	E	F	G	H	I	J	K
	Workers Compensation	NYS Disability Benefits	Commercial General Liability[2] in Combination with Excess(Umbrella) Liability		Owner & Contractors Protective Liability[3]		Builder's Risk[4]	Business Automobile Liability	Professional Liability[5]	Environmental Liability[6]	Marine[7] (Protection & Indemnity)
			Each Occurrence	General Aggregate	Each Occurrence	General Aggregate		Combined Single Limit			
Design	Coverage shall be required in every contract, with limits as specified by law				Does Not Apply		Does Not Apply	$1,000,000.00	<$25M = $2,000,000 >$25M = $5,000,000	$2,000,000	
Architectural			$2,000,000	$2,000,000							$2,000,000
Engineering											TBD
Construction					$1,000,000	$1,000,000	Total Value of Contract		Does Not Apply		
Contract Value											
< $10M			$2,000,000	$2,000,000						$2,000,000	$2,000,000
> $10M - $50 M			$5,000,000	$5,000,000						$5,000,000	$5,000,000
> $50M			$10,000,000	$10,000,000						$10,000,000	$10,000,000
Construction Management							Does Not Apply		<$25M = $2,000,000 >$25M = $5,000,000		
Constract Value											
< $10M			$5,000,000	$5,000,000						$5,000,000	$5,000,000
> $10M - $50 M			$10,000,000	$10,000,000						$10,000,000	$10,000,000
> $50M			$25,000,000	$25,000,000						$25,000,000	$25,000,000

Notes

1. The recommended limits and forms of insurance coverage listed in this matrix contemplate those exposures that are considered most common for the subject operations. The limits and lines of insurance coverage are not necessarily intended to apply to all contracts or intended operations. The City must take into consideration the potential exposure created by the work or operations that are the subject of the contract, and then adjust the form of insurance coverage and the corresponding limits commensurately. Consideration should be given to including insurance requirements in all transactions, even those which fall under discretionary purchasing.

2. Commercial General Liability and Excess(Umbrella) Liability:
   a. Each Occurence limits should be provided such that the sum of the Commercial General Liability Per Occurence and the Excess/Umbrella limits is equal to or greater than the total listed in column C.
   b. General Aggregated limits should be provided such that the sum of the General Aggregate and Excess/Umbrella limits is equal to or greater than the total listed in column D.
   c. Products/Completed Operations limits should be provided such that the sum of the Products/Completed Operations Aggregate and the Excess/Umbrella Liability limits is equal to or greater than the General Aggregate limit listed in column D.
   d. Personal & Advertising Injury limits of $1,000,000.00 can be achieved by a combination of CGL and Excess(Umbrella) limits.

3. Owners & Contractors' Protective-This insurance type is not applicable to Architectural or Engineering contracts

4. Builder' Risk- This form of insurance applies only to Construction contract that involve buildings or structures being constructed, erected or fabricated (i.e, vertical construction). The insurance does not apply to road (i.e, horizontal) construction, but may apply to related structures like bridges, toll booths, etc. Limits should be determined based on the total value of the contract.

5. Professional Liability- Limits are to be based on the total value of the completed project. Requirements do not apply to Construction contracts

6. Environmental Liability-Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurate with the exposure and the nature of the contracted work. When environmental coverage is included in a CGL policy, minimum required limits should be increased to the sum of the two required limits.

7. Marine(Protection & Indemnity)-Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurate with the exposure and the nature of the contracted work.

D) Additional Insurance Requirements for all Building Services

Please Note: The insurances listed in part A (Workers' compensation, Disability, and Automobile Liability Insurance) are required for all contracts. The following insurances are required in addition to those insurances.

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.

Demolition

1) Less Than TEN MILLION AND 00/100 ($10,000,000.00)

   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.

2) Between TEN MILLION AND 00/100 ($10,000,000.00) and FIFTY MILLION AND 00/100 ($50,000,000.00)

   Bodily Injury Liability Insurance in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS for each occurrence and in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS general aggregate.

   Property Damage Liability Insurance in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS for each occurrence and in an amount of not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS general aggregate.

3) Greater Than FIFTY MILLION AND 00/100 ($50,000,000.00)

   Bodily Injury Liability Insurance in an amount not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS for each occurrence and in an amount not less than

TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS general aggregate.

Property Damage Liability Insurance in an amount not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS for each occurrence and in an amount of not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS general aggregate.

Building Services

1) Less Than TEN MILLION AND 00/100 ($10,000,000.00)

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.

2) Between TEN MILLION AND 00/100 ($10,000,000.00) and FIFTY MILLION AND 00/100 ($50,000,000.00)

Bodily Injury Liability Insurance in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS for each occurrence and in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS general aggregate.

Property Damage Liability Insurance in an amount not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS for each occurrence and in an amount of not less than FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS general aggregate.

3) Greater Than FIFTY MILLION AND 00/100 ($50,000,000.00)

Bodily Injury Liability Insurance in an amount not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS for each occurrence and in an amount not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS general aggregate.

Property Damage Liability Insurance in an amount not less than TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS for each occurrence and in an amount of not less than TEN MILLION AND 00/100 ($10,000,000.00) 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.

OWNER & CONTRACTORS PROTECTIVE LIABILITY

The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy as follows:

- For work related to street, road, highway, and/or bridge work – Form CG 00 14, Special Protective and Highway Liability Policy – New York Department of Transportation

- For projects not related to street, road, highway, and/or bridge work – Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor

The policy shall be written on a project basis for the benefit of the City, its officers, agents, and employees, with respect to all operations under the contract by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the City, its officers, agents, and employees.

The City shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the City. OCP policy limits shall be no less than: (as specified in the applicable matrix).

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

Demolition

1. Less Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000)**

    Professional Liability Insurance in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS.**

2. Greater Than **TWENTY-FIVE MILLION AND 00/100 ($25,000,000.00**)

    Professional Liability Insurance in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS**.

Building Services

See applicable insurance matrix for specific insurance requirements

Environmental Liability

Pollution Legal Liability (PLL)

If the operations of the other party (i.e., a tenant) are such that they could be found liable for damages that result from the release of pollutants, including Claims of bodily injury, property damage or environmental contamination including natural resource damage from the property they owned, leased, or operated, then they shall provide and maintain Pollution Legal Liability coverage with limits not less than (see matrix) per Claim.

Contractor's Pollution Liability (CPL)

If the contract involves abatement, handling, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous materials or substances including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, and the need to monitor, clean up, remove, contain, treat, detoxify, or assess the effects of a pollution-related event or condition the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, Contractor's Pollution Liability Insurance, including coverage for non-owned disposal sites, with limits of not less than (**as specified by the applicable matrix**), providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any Claim, suit, or proceedings against the City arising from the Contractor's work. The City shall be named as Additional Insureds and coverage shall be primary.

This requirement applies to mold as well, if excluded in the Commercial General Liability Insurance policy.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered automobiles (Endorsement CA 01 12 or its equivalent) as well as proof of MCS-90.

Marine Protection & Indemnity, Hull & Machinery, Jones Act and United States Longshore and Harbor Workers' Act Coverage

Anytime the activity involves work on or near a shoreline, navigable water (i.e. work in adjoining areas customarily used in the loading, unloading, repairing or building of a vessel) or the work is connected to water related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability Insurance for all marine operations under the contract, with a minimum (see matrix) limit. Policies shall name the City as Additional Insureds.

ADDITIONAL CONDITIONS OF INSURANCE:

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

Building Services Insurance Matrix

Recommended Policy Limits[1]

Category	A	B	C	D	E	F	G	H	I	J
	Workers Compensation	NYS Disability Benefits	Commercial General Liability[2] in Combination with Excess(Umbrella) Liability		Owner & Contractors Protective Liability[3]		Business Automobile Liability	Professional Liability[4]	Environemental Liability[5]	Marine[6] (Protection & Indemnity)
			Each Occurrence	General Aggregate	Each Occurrence	General Aggregate	Combined Single Limit			
Demolition	Coverage shall be required in every contract, with limits as specified by law						$1,000,000.00	<$25M = $2,000,000		
< $10M			$2,000,000	$2,000,000	$1,000,000	$2,000,000			$2,000,000	$2,000,000
> $10M-$50M			$5,000,000	$5,000,000				>$25M = $5,000,000	$5,000,000	$5,000,000
> $50M			$10,000,000	$10,000,000					$10,000,000	$10,000,000
Building Services					Does Not Apply					
Testing Work, Air, Surveys Materials			< $10M = $2,000,000	< $10M = $2,000,000				$2,000,000.00	< $10M = $2,000,000	< $10M = $2,000,000
Building Maintenance								Does Not Apply		
Leased Space										
Hazardous Waste Removal										
Rubbish/Garbage Removal			$10M to $50M = $5,000,000	$10M to $50M = $5,000,000					$10M to $50M = $5,000,000	$10M to $50M = $5,000,000
Snow Removal										
Tree Removal										
Vehicle Service/Maintenance										
Extermination										
Moving			>$50M = $10,000,000	>$50M = $10,000,000					>$50M = $10,000,000	>$50M = $10,000,000

Notes

1. The recommended limits and forms of insurance coverage listed in this matrix contemplate those exposures that are considered most common for the subject operations. The limits and lines of insurance coverage are not necessarily intended to apply to all contracts or intended operations. The City must take into consideration the potential exposure created by the work or operations that are the subject of the contract, and then adjust the form of insurance coverage and the corresponding limits commensurately. Consideration should be given to including insurance requirements in all transactions, even those which fall under discretionary purchasing.
2. Commercial General Liability and Excess(Umbrella) Liability:
   a. Each Occurence limits should be provided such that the sum of the Commercial General Liability Per Occurence and the Excess/Umbrella limits is equal to or greater than the total listed in column C.
   b. General Aggregated limits should be provided such that the sum of the General Aggregate and Excess/Umbrella limits is equal to or greater than the total listed in column D.
   c. Products/Completed Operations limits should be provided such that the sum of the Products/Completed Operations Aggregate and the Excess/Umbrella Liability limits is equal to or greater than the General Aggregate limit listed in column D.
   d. Personal & Advertising Injury limits of $1,000,000.00 can be achieved by a combination of CGL and Excess(Umbrella) limits.

3. Owners & Contractors' Protective-This insurance type is not applicable to Architectural or Engineering contracts
4. Professional Liability- Limits are to be based on the total value of the completed project. Requirements do not apply to Construction contracts
5. Environmental Liability-Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurate with the exposure and the nature of the contracted work. When environmental coverage is included in a CGL policy, minimum required limits should be increased to the sum of the two required limits.
6. Marine(Protection &+A2:K36 Indemnity)-Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurate with the exposure and the nature of the contracted work.

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 Director of Purchasing. 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 downloading.

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 that 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 Director of Purchasing 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 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 department’s 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 (FedEx) 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 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing. 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 Director of Purchasing 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 Director of Purchasing will review the bids and department recommendation, and, if necessary, contact Corporation Counsel to clear up any legal issues 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, an 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). An 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.

V. 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 an 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 the Director of Purchasing immediately. The Director of Director of Purchasing will contact the Corporation Counsel's Office for an opinion if he 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. An 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.

VI. 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.

VII. Request for Price Quotations

The Director of Purchasing 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 Director of Purchasing 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.

VIII. 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 conditions;

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. .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 Director of Purchasing for the determination that the situation qualifies as an emergency. If the Director of Purchasing 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.

IX. Purchase Orders

Purchase Orders shall be required for procurements of $1000 or more.

Purchasing 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.

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.

X. Delivery

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

XI. Payment

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.

XII. Sole Source Procurements

A) A contract may be awarded without competition when the Director of Purchasing determines in writing, after conducting a good faith review of available resources and advertising the City's intention to make a purchase on a sole source basis prior to the issuance of the award, that there is only one source for the required commodity, supply, service or construction item. The Director of Purchasing 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. Sole-source purchases of software maintenance are exempt from this section.

B) In determining whether a 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.

C) If a department intends to request a sole-source purchase, it shall consider the following factors and submit the following documentation to the Director of Purchasing.

1. A department should take into consideration the additional time which will be required to process a sole-source transaction due to the public advertising requirement, which is publication 14 days prior to issuance of the award;

2. A department should be aware that the public advertising requirement provides increased exposure to a challenge by other suppliers;

3. A department should be aware that if a challenge to the requested sole-source procurement is found to be warranted, the purchase request shall be withdrawn, and the request will be converted to either a competitive bid or request for proposal, which may result in a further delay in completing the transaction;

4. A department must submit to the Director of Purchasing a justification letter providing the information required in Subsection B of this section, the required sole-source justification shall be detailed and sufficient enough to withstand a challenge by another supplier. A difference in price between potential suppliers is not, in and of itself, a proper justification for a sole-source purchase. Additionally, a sole-source letter provided by a supplier does not qualify as a proper justification for a sole-source purchase; and

5. If there is a question as to whether or not a sole-source purchase is warranted, the department should contact the Director of Purchasing before submitting the sole-source purchase request.

XIII. 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 re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

IXX. 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 Director of Purchasing has the discretion to require competition in this area.

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

Procurements using established national and regional cooperative purchasing contracts may not be subject to competitive bidding. On a case-by-case basis, Purchasing will assist a department in determining whether the use of a cooperative purchasing contract will be in the best interest of the City.

GML § 103(16) authorizes political subdivisions and districts therein to purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. Such contracts must be let either to the lowest responsible bidder or on the basis of vest value in a manner consistent with GML § 103. Political subdivisions (other than New York City) that wish to make procurements through GML § 103(16) through the use of a contract let on the basis of best value must have first authorized the use of best value for awarding their own purchase contracts. The City is compliant with this requirement based on the passage of Local Law No. 2-2016, which authorized best value competitive bidding.

Prior to procuring goods or services under GML § 103(16), the City will determine whether the following prerequisites have been met:

- The contract was let by the United States or any agency thereof, any state or any other political subdivision or district therein;
- The contract has been made available for use by other governmental entities; and
- The contract was let to the lowest responsible bidder or on the basis of best value in a

manner consistent with GML § 103 and related case law.

If the City procures goods or services under GML § 103(16) from a contract let by a non-New York entity, the City will examine the following additional factors:

- Whether the non-New York entity conducted a public solicitation of bids (or, in the case of best value, offers);
- Whether the non-New York entity required submission of sealed bids or offers, or analogous procedures to secure and preserve the integrity of the process and the confidentiality of the bids or offers submitted;
- Whether the non-New York entity prepared specifications or a similar document that provided a common standard for bidders or offerors to compete fairly; and
- Whether the non-New York entity awarded the contract to the lowest bidder who substantially met the bid specifications and was determined to be a responsible bidder, or, in the case of best value, awarded the contract to the responsive and responsible offeror who optimized quality, cost and efficiency, reflecting objective and quantifiable analysis.

XX. Procurement 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 Director of Purchasing, 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 Director of Purchasing for a determination as to whether a particular procurement qualifies under this exemption.

XXI. 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 Director of Purchasing has the discretion to require competition in this area. Leases of real property are not subject to §§103 or 104 of GML.

XXII. 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).

XXIII. Green Procurement

Where the City of Kingston is procuring a commodity or service, whether by competitive bid or other type of procurement, that is the subject of a GreenNY procurement specification that has received final approval of the NYS GreenNY Council pursuant to Executive Order No. 22 (2022), the City of Kingston Purchasing Office shall follow the GreenNY procurement specification to the maximum extent practicable and where cost is reasonably competitive as defined in General Municipal Law § 104-a. GreenNY approved procurement specifications can be found online at: https://ogs.ny.gov/greenny/approved-greenny-specifications.

In determining whether it is practicable to use a GreenNY specification for a particular procurement, the City department that is responsible for the procurement will take into consideration and document its findings regarding the following criteria:

1. Whether an approved GreenNY specification exists that would apply to the procurement;
2. Whether, if a Green NY specification is used, the cost of the procurement would be reasonably competitive as defined in GML 104-a;
3. Whether the use of the GreenNY specification is consistent with the goals outlined in the City's Climate Action Plan 2030;
4. Whether the use of the GreenNY specification would cause extensive delay in procurement beyond what is acceptable for efficient operations; and

5. An evaluation of the environmental impact of the procurement if a GreenNY specification is not used.

It is the responsibility of the requisitioning department to determine if requests comply with the GreenNY specifications. If it is believed that an exemption from the GreenNY specifications is warranted, the requisitioning department must document their reasoning, which must be consistent with one or more of the above considerations. The Director of Purchasing will review and approve requests for exemptions from the GreenNY specifications.

Section III:
Review of Purchases; Determination of Bidding Requirement.

Every purchase to be made must be initially reviewed by the Director of Purchasing 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 Director of Purchasing.*
$3,001 - $20,000	Minimum of three (3) quotes. Written, email or facsimile. Awarded at the discretion of the Director of Purchasing.*
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 Director of Purchasing may determine more stringent procurement requirements are in the best interest of the city.

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

*The Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing. Questions as to whether or not the services may be considered "professional services" should be submitted to the Director of Purchasing, who shall make that determination in consultation with the Mayor, except in the case of services involving the provision of legal counsel and/or advice, which, pursuant to §C10-1 of the City of Kingston Charter, shall be submitted to the Office of Corporation Counsel to make that determination in consultation with the Mayor.

UNDER $3,000	Department negotiates with the Firm and processes Contract through Purchasing. All contracts must be approved by the Mayor.
	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.

Pursuant to General Municipal Law 104(b)(2)(g), there are circumstances when, or types of procurement for which, in the sole discretion of the City, the solicitation of alternative proposals or quotations for services will not be in the best interest of the City and the nature of the services is such that they do not readily lend themselves to competitive procurement procedures. Such circumstances include:

- where the City has a longstanding existing relationship with the service provider, such that the value of the provider's accumulated knowledge of City practices and procedures offers an irreplaceable benefit to City taxpayers that would not be found in another

service provider; and

- where the service provider has knowledge of confidential and/or legally privileged information and it would not be in the City's best interest to disclose such information to another provider; or

- where, due to applicable conflict of interest rules, persons with interests adverse to the City's could disqualify potential service providers and reduce the total number of providers who are both available to provide and capable of providing specialized services to the City.

In determining whether a service fits into one of the above categories, the City shall take into consideration and document its findings regarding the following criteria:

- Whether the services are subject to State licensing or testing requirements;

- Whether substantial formal education or training is necessary to perform the services; and

- Whether the services require a confidential and/or legally privileged relationship between the service provider and the City.

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 the Director of Purchasing. 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 only 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. Concerning Bid Documents: 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.
   Concerning Proposed Contract Award: 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing.

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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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

PURPOSE SCOPE APPLICABILITY BACKGROUND
RESPONSIBILITIES
AUDIT REOUIREMENTS
ASSIGNMENT AND CONTROL OF THE PROCUREMENT CARD HOLDER USE OF THE PROCUREMENT CARD PROHIBITTED USE OF THE PROCUREMENT CARD
PROCEDURES FOR MAKING AND PAYING FOR PURCHASES PROCEDURES FOR DISPUTES
REVIEW OF PURCHASES BY DEPARTMENTS
APPENDIX A - PROCUREMENT CARD PROGRAM FORMS

I. PURPOSE:

The use of a City of Kingston Procurement Card is limited to only the following primary purposes:

- Travel Related Expenses (booking hotel rooms, train fare, etc. only after obtaining necessary approvals)
- Conference Registration Fees
- Shipping Expenses (UPS, FEDEX, etc.)

The City of Kingston Procurement Card shall not be used to obtain ordinary operating supplies.

On a case-by-case basis exceptions for uses other than the aforementioned primary purposes may be contemplated by the Purchasing Department. However, any use of the Procurement Card other than the stated primary purposes, without the advance written consent of the Purchasing Department shall be considered a violation of the City of Kingston's Procurement Policy.

The following regulations shall be followed adhered to for each and every transaction which utilizes the City of Kingston P-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 of a procurement card 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 Director of Purchasing.

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.

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 Director of Purchasing 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 sole discretion of the Director of Purchasing. 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

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

a) 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;

b) 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;

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

2. 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.

3. The above notwithstanding, the Director of Purchasing, 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:

1. 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.

2. 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.

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

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

V Awards to other than highest responsible dollar offeror

Whenever any disposition is awarded to other than the highest responsible dollar offeror, 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.

Section VII: Uniform Guidance Compliance

Article XVI - Uniform Guidance Compliance - Procurement, Suspension and Debarment

§ 140-16. Article XVI, Uniform Guidance Compliance for Federal Awards - Procurement, Suspension and Debarment

§ 140-16.1 Purpose

2 CFR Part 200 (subparts A-F) "Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards requires organizations receiving federal awards to establish and maintain effective internal controls over federal awards."

§140-16.2 General Policy Statement

The requirements for procurements using federal awards are contained in the Uniform Guidance (2 CFR Part 200, subparts A-F), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.
To comply with 2 CFR Part 200 (subparts A F), the City of Kingston implements policies and procedures, including, but not limited to:

A. The City will use its own documented procurement procedures which reflect applicable State, Local and Tribal laws and regulations; provided that the procurements conform to applicable federal law and Uniform Guidance. As such, County procurements related to Federal grants will be subject to New York State General Municipal Law, City of Kingston Procurement Policy and Uniformed Guidance Requirements.

B. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis of contract price.

C. The City will utilize one of the five acceptable procurement methodologies detailed in §200.320 which include:

- Micro Purchase
- Small Purchase Procedure
- Sealed Bid
- Competitive Proposal
- Non-Competitive Proposal (Sole Source)

D. Procurements will provide for full and open competition as set forth in the Uniform Guidance, or State and local procurement thresholds, whichever is most restrictive.

E. No employee, officer or agent may participate in the selection, award or administration of a

contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, no further action will be taken. However, disciplinary actions will be applied for violations of such standards otherwise.

F. The City will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical procurement approach. The City will also analyze other means, as described in §200.318 of the Uniform Guidance, to ensure appropriate and economical acquisitions.

G. The City will enter into state and local intergovernmental agreements or inter-entity agreements, where appropriate.

H. The City will only utilize Time and Materials contracts when it has been determined, in writing, that no other contract type is suitable.

I. Vendors/Contractors that develop or draft specifications, requirements, statements of work, or invitation to bids or requests for proposals must be excluded from competing for such procurements.

J. The City will make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed.

K. City Departments are prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

"Covered Transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (i.e. grant or cooperative agreement) that are expected to equal or exceed $20,000. All non-procurement transactions (i.e. sub-awards to recipients), irrespective of award amount, are considered covered transactions.

L. The City of Kingston will include a suspension/debarment clause in all written contracts in which the vendor/contractor will certify that it is not suspended or debarred. The contract will also contain language requiring the vendor/contractor to notify the City immediately upon becoming suspended or debarred. This will serve as adequate documentation as long as the contract remains in effect.

M. City Departments will be required to notify the Purchasing Department and Corporation Counsel's Office that federal funding will be used for a certain procurement/contract. When requesting a written contract, the City Department will be responsible for running the Vendor/Contractor's name through the System for Award Management (SAM) to determine any exclusions. A copy of the SAM search will be included with the contract request. Prior to issuing a purchase order using federal funds, the Purchasing Department will check the SAM to determine if any exclusions exist for the Vendor/Contractor.

If a vendor/contractor is found to be suspended or debarred, the City will immediately cease to do business with the vendor.

N. The City will not use statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals; except in those cases where applicable federal statues expressly mandate or encourage geographical preference.

O. The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor area surplus area firms are used when possible.

P. The City will procure recovered materials in compliance with §200.322.

Q. The City will perform a cost or price analysis relating to every procurement more than the Simplified Acquisition Threshold. ($150,000)

R. The City will require appropriate bonding requirements as per §200.325.

S. The City will only award contracts to Responsible Vendors and will document, in writing, such determination.

T. City contracts will contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

U. The City will maintain oversight to ensure that contractors perform in accordance with the contracts terms, conditions, and specifications.

Appendix I

City of Kingston Emergency Procurement Worksheet

(For Individual Emergency Procurements of $500 or more)

Date of the Emergency: _____

Please describe how this particular accident or unforeseen occurrence presented an immediate threat to Public Buildings, or Public Property, or the Life, Health, Safety or Property of the City's Inhabitants.

_____

_____

_____

_____

_____

Were competitive price quotes received? Please circle: YES or NO

If your answer is NO; please describe the individual circumstances that made it impractical to receive competitive price quotes for this particular procurement:

_____

_____

_____

_____

Value of the Individual Emergency Contract: $: _____

Vendor: _____

Determination for the basis of selecting the particular Vendor:

_____

_____

_____

_____

Item or Service Procured: _____

_____

_____

_____

Any additional written details may be attached to this worksheet.

Appendix II

City of Kingston
Green Fleet Policy

Steven T. Noble
Mayor

2021

Kingston Green Fleet Policy

Purpose and Intent

This policy is intended to assist the City of Kingston in making clear decisions when purchasing vehicles for the City's fleet. Expansion of the City's green fleet has already contributed substantially to goals of reducing energy use and greenhouse gas emissions by 20% by 2020, as listed in the Climate Action Plan adopted by the Common Council in 2012. The implementation of a policy that promotes the purchase or lease of City vehicles to fuel efficient models will have long term financial benefits for the City of Kingston. Additionally, it will help Kingston move forward with future environmental goals set in the updated 2030 Climate Action Plan.

The purpose of this policy is to implement the City's intent to:

- Give priority to purchasing hybrid, hybrid-electric, battery powered, and other green vehicles when commercially available and practicable.
- Eliminate unnecessary idling of vehicles in order to reduce the community's exposure to exhaust from gasoline and diesel engines.
- Ensure that a review of each individual vehicle purchase is made so that as the City replacesits aging fleet, the long-term environmental and monetary benefits of purchasing green vehicles are taken into account.

Through this policy Kingston shall purchase the most energy efficient and cost effective vehicles possible that meet the operational needs of the City.

Goals

In 2012, through the Climate Action Plan, the City of Kingston set a goal that by 2020 10% of all non-exempt vehicles purchased would be green vehicles. **As of the time of this report, 22% of all non-exempt vehicles operated by the City are green vehicles.** With previous goals met, the City may now set goals for the future. This policy mandates that:

- By 2030 100% of new vehicles that are non-exempt in the City of Kingston fleet will be green vehicles

Green Fleet Policy Guidelines

a) All departments and divisions must purchase or lease only fuel-efficient vehicles for municipal use whenever such vehicles are commercially available and practicable. If a vehicle may be procured through an approved GreenNY procurement specification, the City will follow procedures consistent with those outlined in Section II, "Green Procurement.
b) Preference shall be given to electric, hybrid, and alternative fuel vehicles for purchase or lease by the City.
c) The City will purchase/lease vehicles that are appropriately sized for the purposes to which they are intended.
d) The City will manage and operate its fleet in a manner that is energy efficient andminimizes emissions.

e) All non-exempt vehicles shall be replaced with fuel-efficient vehicles that meet the fuel efficiency ratings outlined in the Policy. Vehicles shall be replaced when they are no longer operable and may be recycled from one municipal department to another. In addition, when replacing exempt vehicles, the function of the vehicle will be reviewed for potential replacement with a more fuel efficient vehicle, including a fuel efficient non-exempt vehicle.
f) This policy will be revisited annually, and updated as technology evolves.
g) The Fleet Manager is role to be designated by the Mayor.

Exemptions

The vehicles listed in this section are exempt from specific requirements of this policy.

a) Heavy machinery such as bulldozers and excavators
b) Non-traditional vehicles such as boats, specialty vehicles such as buses, and emergency vehicles such as ambulances and fire trucks
c) Heavy-duty vehicles as defined by the United States Environmental Protection Agency as a vehicle with a Gross Vehicle Weight Rating of 8,500 pounds or greater

The Mayor, having determined at the request of a city department or on their own initiative that good cause exists to do so, may issue a waiver from the purchasing requirements or any other section of this resolution.

PLEASE NOTE: If a vehicle is found on www.fueleconomy.gov , then it has a GVWR of less than 8,500 pounds, is NOT a heavy-duty vehicle and is NOT exempt.

Vehicle Acquisition

A typical vehicle acquisition contains the following steps:

1. Department Head identifies a vehicle need and initiates request with Fleet Manager.
2. A fleet assessment is done to understand what type of vehicle is appropriate to fit the requested use and if there are any existing vehicles that may be repurposed for the requested use.
3. Funds are identified through the department's budget or a request to the Common Council.
4. The Department Head completes Vehicle Purchasing Form.
5. Once the Mayor issues a final approval a purchase request will be issued to the Purchasing Department for the approved vehicle.
6. The Purchasing Department will advertise a bid for the requested vehicle through the New York Mini-Bid system.

Vehicle Purchasing Guidelines

For all vehicle purchases initiated by the City of Kingston:

1. Preference will be given to purchasing electric, hybrid, and hybrid-electric models when commercially available and practicable.
2. The purchasing department will not process a purchase request for a vehicle purchase until a "Vehicle Purchase Request Form" has been completed and signed by the Mayor.
3. A review of the purchase request will be made by the Fleet Manager to ensure that the vehicle

class to which the requesting vehicle belongs is appropriate for the duty requirements that the vehicle will be called upon to perform.

4. The Fleet Manager will review all vehicle procurement specifications and modify them as necessary to ensure that the specifications are written in a manner flexible enough to allow the purchase or lease of green vehicles.
5. All vehicles will be delivered to the Kingston Public Works Department Maintenance Garage for initial inspection, documentation, and up-fitting.
6. The Mayor will have final approval.

Fleet Inventory

In order to assist with the mandates of this policy the City will maintain an inventory of all four-wheeled vehicles owned or leased by the City. This inventory will be updated annually, providing a full reporting of the previous year by May 31 of each year. This inventory will include at a minimum the following information for each vehicle:

1. Model year
2. Year purchased
3. Make
4. Model
5. VIN
6. License Plate #(if applicable)
7. Drivetrain type (2-wheel, 4-wheel, or all-wheel drive)
8. Type of fuel/power source (e.g., gasoline, diesel, compressed natural gas, electricity)
9. Miles per gallon (MPG) rating
10. Mileage (i.e., the odometer reading)
11. Class: light-duty, medium-duty, or heavy-duty
12. Gross vehicle weight rating (GVWR) over 8,500 pounds: yes or no
13. Vehicle function (i.e., the tasks associated with the vehicle's use)
14. Department the vehicle is associated with
15. Vehicle ID number

The Vehicle Inventory will be reviewed on an annual basis to plan for new acquisitions as part of planning for the new fiscal year budget.

Fuel Inventory

In order to track fuel used by municipal vehicles owned/leased by the City of Kingston, the City of Kingston will maintain an inventory of fuel use information on FuelMasterPlus. This inventory will be updated automatically each time a City employee puts fuel in a City own/leased vehicle. Upon putting fuel in the vehicle the employee must also input:

1. Their employee ID number
2. The City vehicle number
3. The current odometer reading of the vehicle they are fueling

The City Fleet Manager will provide a full report of fuel use of the previous year by May 31 of each year. This inventory will include at a minimum the following information for each department:

1. Gallons of Gasoline purchased by the City of Kingston.
2. Cost amount of Gasoline purchased by the City of Kingston.
3. Gallons of Diesel purchased by the City of Kingston.
4. Cost amount of Diesel purchased by the City of Kingston

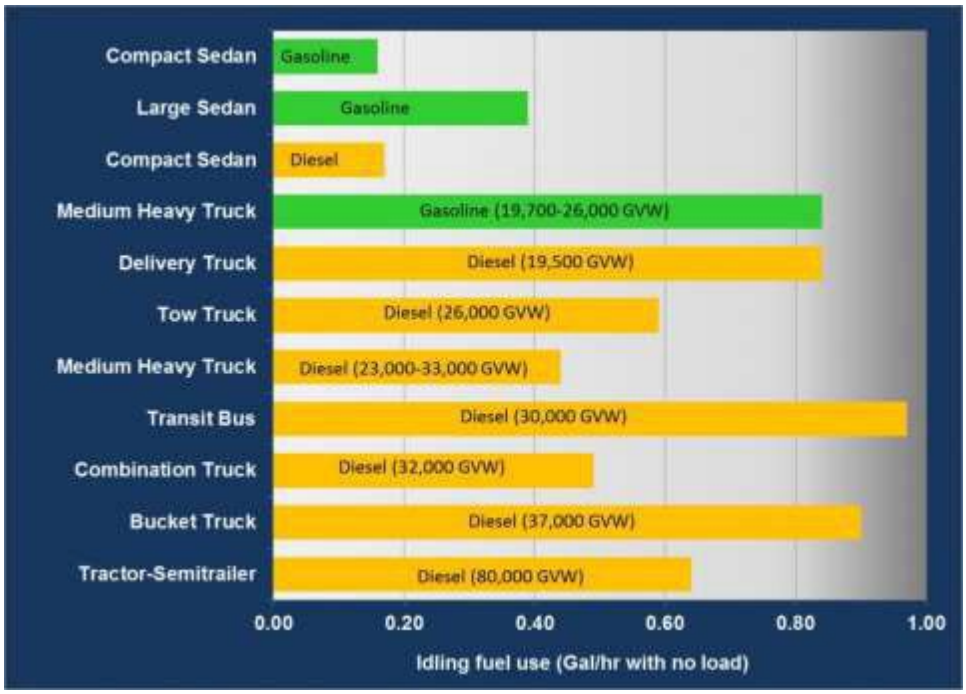
Idling Reduction

Vehicle idling interferes with traffic conditions, contributes substantially to air pollution, deteriorates engines, emits large amounts of greenhouse gases into the atmosphere, and wastes non-renewable resources such as petroleum based fuel. [See Figure 1]

In an effort to combat the adverse effects of vehicle idling, this policy shall reinforce compliance to state and local anti-idling legislation.

- All City employees in City owned/leased vehicles at any time, or in personal vehicles during work shifts shall remain in compliance with New York State Code of Rules and Regulations, Subpart 217-3 which prohibits the idling of heavy-duty vehicles for more than five consecutiveminutes.
- All City employees in City owned/leased vehicles at any time, or in personal vehicles during work shifts shall remain in compliance with Resolution #160 of 2021 which prohibits the idling of all medium/light-duty vehicles within the City of Kingston for more than ten consecutiveminutes.

Figure 1: Gallons of Fuel Used Per Hour Idling (By Vehicle Type)



Source: Argonne National Laboratory, Idling Reduction Savings Calculator.

Report to Mayor and Common Council

No later than May 31 of each year following the adoption of this policy, the Fleet Manager shall submit a report on the City fleet to the Mayor and Common Council regarding, among other things, the use of

electric, hybrid, and alternative fuel vehicles in the fleet for the previous calendar year. The information in this annual report shall include but not be limited to:

a) Average operating fuel economy for the City fleet
b) The total number and types of vehicle purchased by each department
c) The total number and types of vehicles owned and operated by each department
d) Total number of vehicles decommissioned
e) All waivers issued by the Mayor pursuant to this policy, including related determinations
f) On a per-vehicle and per department basis the annual report will also document: miles per gallon, type of fuel, fuel cost per mile, annual miles driven, total cost and amount of fuel consumed, as well as CO2 and other greenhouse gas emissions.

Vehicle Purchase Request Form

a) The Vehicle Purchase Request Form attached as Appendix A of this policy shall be completed by any department requesting a new vehicle.
b) If a green vehicle was not selected for request by the department a justification statement must be made.

Definitions

a) Green Vehicle: any vehicle that employs technology that reduces fuel consumption or emissions and shall include, but is not limited to, vehicles that have electric drive trains (EVs), hybrid-electric, and hybrid vehicles that use both a rechargeable energy storage system and combustible fuel (HVs).
b) GVWR: the maximum operating weight/mass of a vehicle as specified by the manufacturer. Including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers.
c) Heavy Duty Vehicle: Any vehicle with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds.
d) Practicable: As that which may be done, practiced, or accomplished through feasible and reasonable means either economically or otherwise. The adverb form shall mean in a practical manner.
e) Vehicle Idling: When the operator of a vehicle leaves the engine running while the vehicle is parked, stopped, or standing.

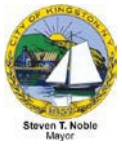
Applicability

a) This Policy applies to all divisions and departments of the City of Kingston.

Questions and Enforcement

All inquiries should be directed to the City Fleet Manager. This Fuel Efficient Vehicle Replacement Plan is enforced by the Mayor of Kingston and/or their designee(s).

Appendix A: Vehicle Purchase Request Form



City of Kingston Vehicle Request Form

Does Not Replace or Serve as a Purchase Request

Date_____

Department Requesting Vehicle:	
Primary Use of Vehicle:	

Vehicle Being Requested

Year:	Make:	Model:
Funding Source:	☐ Check box if no source is determined yet	
Amount Available from Source:	$	
Maximum Cost of Vehicle:	$	

As part of Kingston's Green Vehicle Purchasing Policy (Appendix B of the City Procurement Policy and Procedures Manual), were any "green vehicles" considered as part of this request? Please list justifications for choosing the vehicle above if it is not a "green vehicle".

Request Approved by Department Head: ☐ Yes

_____ _____

Department Head Signature Date

Once the top of this form is completed please submit to the Fleet Manager for review.

For use by the Fleet Manager only:

Vehicle Request Form #_____

Fleet Manager comments/suggestion:

Mayor comments/suggestion:

☐ The Mayor approves this request. ☐ The Mayor declines this request.

_____ _____

Mayor Steven T. Noble Date