



**GARDINER CITY COUNCIL  
AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	12/15/2021	<b>Department</b>	City Council
<b>Agenda Item</b>	4. m.) Possible consideration of extending a contract with Keller Williams Realty		
<b>Est. Cost</b>			

**Background Information**

Attached to this agenda item is a request to extend our listing contract with Keller Williams Realty. They have represented the City of Gardiner in the sale of real estate at the Libby Hill Business Park.

Per the City's purchasing policy, City Council may direct the Acting City Manager to extend the contract per a sole sourcing model or they may direct the manager to create a competitive bid for the services.

<b>Requested Action</b>	"I make a motion to extend the listing contract with Keller Williams Realty" or "I move to instruct the Acting City Manager to create a competitive bid for this service following the city's purchasing policy."
<b>City Manager and/or Finance Review</b>	
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

<b>City Clerk Use Only</b>	1 <sup>st</sup> Reading _____	Advertised _____	<b>EFFECTIVE DATE</b> _____
	2 <sup>nd</sup> Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____



**LISTING CHANGE AUTHORIZATION**

Property or Business Name: **95/295 Business Park at Libby Hill lots (12, 18, 25, 26, & 27).**

Seller(s): **City of Gardiner**

Changes (check all that apply):

PRICE CHANGE: Current Price: \_\_\_\_\_ New Price: \_\_\_\_\_

LISTING EXTENSION: Seller and Agent agree to extend the listing agreement for 12 months from **1/1/2022** to **12/31/2022** and extends all other terms and conditions within the original listing agreement.

OTHER CHANGE(S): \_\_\_\_\_

A copy of the listing change authorization is to be received by all parties and by signature; receipt of copy is hereby acknowledged.

SEEN AND AGREED TO BY:

Seller: \_\_\_\_\_

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

Seller: \_\_\_\_\_

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

Agent: LS Wheelock

Date: 11/30/21



## City of Gardiner, Maine

### POLICY ON PURCHASING

**Date of Original Approval:** 1982 (Order 82-18)

**Effective Date:** December 22, 2016

**Date of Amendment(s):** July 17, 1995  
December 13, 2006  
January 24, 2007  
September 14, 2011  
December 21, 2016

**Level:** \_\_\_ Divisional  
\_\_\_ Departmental  
 X  City-Wide

#### Policy Statement

This policy establishes a uniform purchasing procedure for the City of Gardiner for any funds to be expended from the General Fund or an Enterprise Fund. The purpose of this procedure is to ensure that the City obtains the best price and value for all expenditures and to discourage favoritism, cronyism, and intentional sole-sourcing. Expenditures from other City fund sources, such as trusts, may utilize this procedure but are not required to do so.

#### References

City of Gardiner Charter, Article VI, ss 6 (1) - Powers and Duties of the City Manager  
City of Gardiner Charter, Article VII, ss 14 - Purchasing of Supplies  
City of Gardiner Personnel Policies, Article V, ss A (1-6) - Employee Conduct and Ethics

#### Policy Definitions

**Bid Most Advantageous to the City** means not necessarily the lowest bid. In addition to price, the quality of the good and/or service's warranty, speed of delivery, and the demonstrated service record of the Vendor must be considered in determining the Bid Most Advantageous to the City.

**Brand-Specific** means soliciting a good with the name of a particular brand, such as a Ford F-150 or a Chevrolet S10. In general, Brand-Specific solicitations shall be prohibited. However, an exception can be made if the Department Head determines that purchasing a Brand-Specific good is in the best interest of the City due to compatibility issues with other products of the same brand owned and operated by the City. The City Manager must approve all Brand-Specific Invitations to Bid and Award of Bids.

**Business Day** means a day on which Gardiner City Hall is open to serve the public.

**Competitive Bidding** means the process of obtaining Formal Bids from more than one vendor. This process requires that the City specify the product or service it requires. Product/service Specifications should be made broad enough so that multiple vendors are eligible to bid and to limit instances of Sole Sourcing. There are two types of Competitive Bidding: 1) a **Limited Competitive Process** is where the Department Head directly solicits bids from at least three suppliers of the product/service, including all known local suppliers; and 2) a **Full Competitive Process** is where the City publishes notice of an Invitation to Bid and receives Formal Bids from Vendors. Notices shall be made via the City's website, social media, City Hall bulletin board, and direct notification of known suppliers, including all known local suppliers. Two weeks shall be the default time to accept responses from Vendors for all items under \$25,000. Four weeks shall be the default time for items \$25,000 and above. However, these timeframes may be shortened or increased by the City Manager if s/he believes it is in the best interest of the City to do so. In both processes, the Bid Most Advantageous to the City shall be awarded.

**Department Head** means the duly-appointed head of one of the following City departments: Police, Fire/Ambulance, Public Works, Finance, Planning & Development, Library, Wastewater, and other such City departments that may be created from time to time.

**Emergency Purchase** means a purchase occasioned by a situation or circumstances that prevented the City from otherwise providing the prevailing level of service to the public. Such purchases should be rare and department inconvenience shall not justify an Emergency Purchase. Examples include but are not limited to a broken snow plow, a crashed computer server, faulty gas meters, etc.

**Formal Bid** means a written, sealed bid that a Vendor submits to the City as part of the Competitive Bidding process. The City shall publicly advertise for, or otherwise solicit, Formal Bids and the City Manager or his/her designee shall open all submitted Formal Bids in public on the date and at the place and time set forth in the Invitation to Bid materials. The City Manager or designee shall announce the amount and terms of each Formal bid immediately upon opening it.

**Invitation to Bid** means a formal written request by the City to Vendors based upon a package of materials furnished by the City for the purpose of submitting a Formal Bid. All Vendors shall be provided with identical information and no City employee shall show favor or preference toward, or share information with, any potential Vendor to the exclusion of other potential Vendors.

**Lowest Bidder** means the Vendor whose response to an Invitation to Bid represents the lowest dollar cost to the City. This does not imply that such a bidder should be awarded a bid nor does it necessarily imply that they are the Lowest Qualified Bidder.

**Lowest Qualified Bidder** means the Vendor whose response to an Invitation to Bid represents the Bid Most Advantageous to the City. This means the Vendor meets all the requirements and qualifications specified by the City in its Invitation to Bid to provide a good and/or service and whose price is lower than all of the other qualified bidders. In some instances, this may also be the Vendor who is the Lowest Bidder. However, the Lowest Bidder must also meet other criteria to be deemed the Lowest Qualified Bidder. In order to qualify as the Lowest Qualified Bidder, a Vendor must meet all of the requirements and qualifications included in the Invitation to Bid, which can include years of experience, previous work done by the Vendor for the City or other communities, the financial capacity of the Vendor, the availability of the Vendor and/or product, amongst others. All bid awards shall be made to the Lowest Qualified Bidder.

*EXAMPLE: Vendor A submits a bid of \$100. Vendor B submits a bid of \$125. Vendor C submits a bid of \$150. And Vendor D submits a bid of \$175. The City determines that although Vendor A is the Lowest Bidder, because the product they offered failed to meet the minimum requirements of the stated bid Specifications, they are NOT the Lowest Qualified Bidder. Although the bid prices from Vendors, B, C, and D were higher than Vendor A, all of their products met the minimum specifications. As such, since Vendor B had the lowest cost of all qualified bidders, Vendor B would be considered the Lowest Qualified Bidder and awarded the bid.*

**Sole Source(ing)** means that only one supplier (source) is capable of delivering the required product or service, to the best of the requestor's knowledge and belief, based upon thorough research. Similar types of goods/services may exist but only one supplier, for reasons of expertise, and/or standardization, quality, compatibility with existing equipment, specifications, or availability, is the lone source that is acceptable to meet a specific need. Price cannot be used as a factor in determining if a sole source exists because it indicates the existence of a competitive marketplace. An item being a "sole brand" or a "sole manufacturer" does not automatically qualify to be a Sole Source. Many manufacturers sell their products through distributors. Therefore, even if a purchase is identified as a valid "sole brand" or "sole manufacturer", the requestor should verify whether the manufacturer has multiple distributors. If the manufacturer does have multiple distributors, a Competitive Bidding process must be utilized.

Sole Sourcing is not to be used to avoid competition. When practicable, all purchases shall be based on Competitive Bidding. Department Heads making requests to Sole Source must do so in writing to the City Manager and provide sufficient justification for their request. Sole Source purchases are contingent upon approval by the City Manager.

**Specifications** means the standards established by the City to measure and evaluate Vendor compliance with the product and/or service standards established for Formal Bids. Technical specifications shall be commensurate with departmental needs and shall be stated as broadly as possible to permit the participation of a diversity of vendors but specific enough to ensure departmental needs are met. Non-technical specifications shall describe, in general terms, the required quality of goods. The City may rely on the technical advice of suppliers, salesmen, and others to develop Specifications, provided however that such reliance shall not be construed as the City favoring that potential Vendor or agreeing to purchase any supplies.

**Vendor** means a person, company, or other entity which responds to a City solicitation for goods and/or services or which provides such goods and/or services to the City at an agreed upon price.

#### **Policy Description**

The City Charter entrusts the duties of Purchasing Agent to the City Manager. Without limitation, these duties include: administering purchasing policies, maintaining files containing all information regarding City purchase performance, negotiating and approving purchases requested by City departments, consolidating purchases of like or common items, and continually evaluating the purchasing process. Individual Department Heads are charged with determining what goods and services are necessary for the provision of services within their purview, along with the Specifications for any necessary goods and services. The City Manager shall retain final authority on the issuance of Invitations to Bid and Awarding of Bids.



## **Gardiner Growth Initiative – Forgivable Loan Program and Business Development Program**

Over the past two years, the Gardiner Board of Trade, Gardiner Main Street, and the City of Gardiner's Economic and Community Development Department have implemented and tested the portions of the Gardiner Growth Initiative: a blueprint envisioned, facilitated, and sponsored by The Bank of Maine in 2011. With significant economic and organizational tides having turned in the last two years, Gardiner Main Street stands ready to implement critical steps around business attraction, and we submit this draft implementation plan to The Bank of Maine for your consideration.

### **Background assumptions and strategies for success – Part 1**

**Assumption #1:** Downtown Gardiner needs a critical mass of high quality restaurant, retail, specialty, and service businesses simultaneously and in right mix, for Downtown Gardiner to support all of its sectors and encourage long term investment.

**Strategy – target best business mix:** With the help of Hart Consulting, we have completed an initial 'retail leakage study' which indicates pent-up demand for certain businesses. Over the next several weeks, Gardiner Main Street's Economic Restructuring Committee will be refining the results of this analysis to come up with a "top ten" list of desired businesses. We want to identify experienced businesses around Maine and New England, preferably those expanding or re-locating and with a history of success and a reasonable balance sheet, and show them why an investment in Gardiner is sound.

**Assumption #2:** To minimize risk and re-position Gardiner as a 'destination' downtown despite past marginal performance, we need to offer incentives for high-quality businesses to expand or relocate on Water Street.

**Strategy – work with building owners to offer stepped rent:** During the holiday season, Gardiner Main Street tested this concept with the holiday "Project Pop-Up" program. Building owners with vacant spaces were asked to offer their spaces rent free for November and December. Three businesses paid just the cost of utilities, and filled previously empty spaces. One tenant has remained. This program helped send the message to building owners that we need to be creative in our approach to attract businesses. We will ask owners of targeted spaces to offer 6 months of free or reduced rent for businesses recruited through the initiative. In turn, monies available through the forgivable loan program would be targeted to improve their space.

### **PHASE 1 (Pilot)**

**Create a "forgivable loan" program:** To lower the financial risk for high impact businesses to locate in Downtown Gardiner, we seek to award 2-5 "forgivable" loans. Having studied other such programs, and looking at our goals of attraction and retention, we suggest the following funding and terms:

- Minimum loan amount: \$10,000, Maximum loan amount: \$50,000. Total capitalization: \$75,000
- Loan amount may not exceed 50% of the total project costs
- Loan is a 5 year, fixed term at 5%
- Borrower makes interest only payments for the term of the loan



- Year 4, 50% of loan principal is forgiven, Year 5, 100% of loan principal is forgiven provided business remains in Downtown Gardiner, and all payments are made in a timely fashion.

#### **Eligibility Criteria:**

- Funds may be used to support a new business startup in rare cases (more stringent financing guidelines apply, and track record of previous business success a must), or expansion, relocation of existing business.
- Business must locate in Gardiner Main Street's service territory (see map in draft program statement)
- Preference given to business types identified in "Top Ten" list.
- Preference given to businesses locating in buildings where owner has enrolled in program offering reduced rent.
- Funds may be used only for fixed assets and business related equipment (no working capital) with preference given for infrastructure investments

Gardiner Main Street's Economic Restructuring Committee will be the primary point of contact for initial inquiries, and first round of eligibility review. From there, The Bank of Maine would capitalize and administer the program as a pilot, a function that in Gardiner and other communities has historically been managed by a non-profit community development organization like KVCOG. The primary benefits of this arrangement include an opportunity for The Bank of Maine to capitalize on Public Relations through brand building and innovative community development, making loans that meet Community Reinvestment Act standards, and growing new banking relationships with high quality businesses in the state.

#### **PHASE 2**

In previous discussions around the Gardiner Growth Initiative, the concept was for The Bank of Maine to issue a challenge of \$125,000 to create a program to achieve similar ends. Our sense of the current philanthropic climate is that achieving this match without demonstrating success will be quite challenging. Following the opening of the first successful applicant business, Gardiner Main Street and The Gardiner Board of Trade would launch a "Kickstarter" campaign in which we would seek to raise \$75,000 to match the amount previously capitalized by The Bank of Maine in their pilot program, and an additional \$75,000 that would be matched by The Bank of Maine to complete the capitalization of a \$250,000 forgivable loan fund. Program administration would be shifted to community lending institution such as Kennebec Council of Governments after the pilot funds have been exhausted.

Assumption: An aggressive marketing campaign will ensure that this program nets the highest quality businesses and elevates Gardiner's status as a regional hub for business and culture in Central Maine.



## The PR side of the equation – Marketing Plan

### Strategy – Focus existing resources toward telling our story of innovative business development

Over the past year, working with the City of Gardiner, we have been honing our message. We have benefitted from a strategic blend of earned and purchased media. We will take these lessons and apply them to our forgivable loan effort, as well as an ongoing brand building effort that will lay the groundwork for success. We point to three specific examples that we would aggressively attempt to re-create.

1. **Downeast** - Economic Development Director Nate Rudy had purchased three ¼ page ads in Downeast Magazine, and as part of his negotiation, suggested that Downeast consider an article on Gardiner. Downeast featured Gardiner in an article entitled “Why You Should Move to Gardiner”, a thirteen page article with positive stories and photos of Gardiner which really captured the essence of the gritty determination, hope, and pick-yourself-up-by-the-bootstraps attitude present in the community.
2. **“Project Pop-Up”** - We positioned “Project Pop-up” as a creative way to address difficult economic times, and received television coverage on New England Cable News, Local affiliates of CBS, NBC, and ABC. A radio feature was shared on MPBN’s “Maine Things Considered”, and the Kennebec Journal’s story was picked up on the AP newswire, and seen as far away as Oregon.
3. **Bounty** - Frustrated with the lack of effectiveness of print media, the City of Gardiner announced a \$2,500 bounty to a buyer’s real estate agent who would bring a successful Bed and Breakfast to Gardiner. This winter, a buyer purchased an old church, and is in the process of rehabbing it into a B&B.

Our suggested partnership with The Bank of Maine is something that hasn’t been done before. We feel that by employing the tactics above, and others as coached by The Bank of Maine’s marketing team, we can position Gardiner as an innovative community looking to utilize all creative measures to return its historic downtown to its full potential. We also think that the attention we receive will reflect positively on The Bank of Maine and its position as a forward thinking community bank.

### Marketing message/Gardiner brand:

We have two messages that will use a blend of paid and earned media.

#### 1. To build the Gardiner brand by raising our image in the state as a destination for a great place to live and visit by highlighting local arts, culture, and food.

1a. - Water Street Café, will soon be open for dinner service with renowned chef Walter Loeman (founding chef of Perfetto’s, Cotton St., and Walter’s restaurants in Portland). We will use this as an opportunity to tout Gardiner’s meteoric rise into the food scene including the opening of Vintage Wine Bar and Alex Parkers Steakhouse, and the immanent opening of “Northeast Meats” all within the space of 6 months. We feel that many Maine food and travel writers are frankly tired of writing about Portland restaurants, and that the appeal of discovering a new gem is one that they will be interested in sharing with their readers. In late June, we plan on focusing our messaging around these food destinations, and plan on writing and pro-actively shopping a press release to the Portland Phoenix, Maine Magazine, The Portland Press Herald, Eat Maine, The KJ’s “Travelin’ Mainers, Dispatch, and others.





**1b.** – Provided the City’s Budget holds up, we plan to launch an ongoing radio campaign on WCLZ, a Brunswick and Portland based station that reaches key demographics. We look to start airing in late July. A \$6,000 investment over six to eight months will provide an opportunity to share with listeners details of the quality of life in Gardiner. We propose a series of segments called “Community Matters Minute”, a PSA-type message that will engage thoughtful listeners in a series of topics ranging from eating locally to supporting downtown businesses to the importance of community and volunteerism. These messages will reflect the values identified in Gardiner’s “Heart and Soul” project. The call to action is to invite individuals and businesses to “Grow with Gardiner”; they will be directed to the new community website [growwithgardiner.net](http://growwithgardiner.net) to learn more. Area businesses will have the opportunity to join and lengthen this campaign through co-operative advertising. With this WCLZ relationship in place, we will be able to weave in our best cultural events such as Swine and Stein Oktoberfest, Gardiner’s most unique public event.

**1c.** – Johnson Hall’s new Exec. Director Mike Miclon has made a commitment to a radical change in the format, quality, and frequency of performance. As soon as the 2013/14 season is announced, we will incorporate Johnson Hall’s messaging into our outreach. Mike has connections with WCSH6’s “207” magazine show. We will work closely with Johnson Hall to co-brand the venue with our message of arts and culture.

This rebranding effort is meant to seep into the conscious and subconscious of a broad cross section of the public so that when we launch the incentive program, folks will have an improved impression of Gardiner. The specific initiatives above will augment our existing presence on social media, electronic newsletter, tourism outlets, and traditional media.

## **2. Utilize press coverage and shoe leather to spread the word about the forgivable loan program.**

Starting with media contacts obtained through our “project pop-up” coverage last year, we will tell the unique story of The Bank of Maine’s leadership and cooperative approach with Gardiner Main Street and the City of Gardiner to offer the incentive program described above. Our experience has been that the press is eager to tell stories of communities taking action to creatively solve difficult issues especially when it comes to Downtown revitalization. Since The Bank of Maine will be highly vested in this program, we look forward to working with Renee Smyth and her marketing team at The Bank of Maine to help us further hone our message, and present the story by utilizing the best tactics for getting noticed. After the details of the forgivable loan program are solidified, we will immediately re-engage news outlets that featured “project pop-up”.

In addition to these approaches, for our business attraction strategy, Nate Rudy and Patrick Wright plan a “boots on the ground” campaign by aggressively pitching the incentives to business owners, realtors, and other influential people throughout the state and region. The City of Gardiner has been and plans to continue actively pursuing businesses at MEREDA conferences, as well as face to face meetings with business decision makers in Atlantic Canada. Utilizing the “top ten” list that our Economic Restructuring Committee developed, we will prioritize three specific businesses in each of these categories, and make face to face visits with each in the month immediately following the launch of the project, starting with the growing list of prospectives we have been gathering over the past couple of years. We would also ask The Bank of Maine to help make introductions to suitable businesses by utilizing their network of contacts. We are confident that a coordinated effort with such compelling incentives will allow us to broaden and deepen our ability to attract our targeted businesses.

## **Policy for Collections – Gardiner Growth Initiative**

*The purpose of this document is to serve as the guideline by which Gardiner Main Street, The City of Gardiner, and the Gardiner Growth Initiative Review Committee will decide to collect on defaulted loans under the Forgivable Loan Program. The criteria below will be used in order to determine whether or not to proceed with a collections process. The parties will seek to collect on bad debt if:*

The business has failed to meet forgiveness criteria, specifically, they fail to be in operation a minimum of 40 hours per week in the Gardiner Main Street service territory, OR they fail to submit annual financial reports in a timely and accurate manner, OR it has been found that they have misused funds, OR it has been found that they have not paid insurance premiums or taxes on collateralized items.

Promissory note shall reflect these above forgiveness/default criteria, and shall include provision that in case of default, applicant will be responsible for attorney fees, and full payment of principal and interest. Loan note may also provide for a default interest rate.

In case of default, prepaid interest shall be forfeited, and the funds may be used to engage in the collections process. A collections specialist which works on a percentage basis will be used to recover loan amount. Any recovered amount shall go back into the Gardiner Growth Initiative Fund to be used for future loans.

In all cases, the parties reserve the flexibility to treat each instance of default on a case-by-case basis. Any deviation from the aforementioned guidelines shall be documented with a memorandum to the loan credit file. At all times, the parties shall document collections actions or decisions not to take action. Default triggers, rates, late payment fees will be specified in commitment letter and loan documentation.

For the purpose of this policy, purchases will be classified into three categories:

- Small Purchases of under \$5,000
- Medium Purchases of between \$5,000 and \$24,999
- Large Purchases of \$25,000 or more

These amounts include one-time payments (ex. purchase of a computer) as well as cumulative payments within a fiscal year (ex. hiring an electrician for various jobs at City facilities). *For example, although a service Vendor may only be paid \$500 for each job s/he performs, if s/he is paid this amount several times during the fiscal year for a total of \$5,000 his/her service must be procured utilizing the method in the "Medium purchases" category.*

For multi-year contracts for service, it is the annual cost during a fiscal year that is subject to the above classifications, not the cumulative amount. *For example, if the City enters into a three-year contract with a vendor for IT services and the total is a fixed \$4,999 per year (\$14,997 total), this purchase falls into the "Small Purchases" category.*

#### **Small Purchases (under \$5,000)**

Expenditures up to \$4,999 can be made by individual department heads without prior approval from the City Manager. Although not required, departments are strongly encouraged to obtain a minimum of three (3) quotes to ensure the best price is secured for the City. The City Manager and/or Finance Director will perform periodic review of transactions under \$5,000 to ensure best prices are being obtained.

#### **Medium Purchases (\$5,000 to \$24,999)**

Expenditures of between \$5,000 and \$24,999 require a Competitive Process, via either the Limited Competitive or Full Competitive process. Unless otherwise directed, Department Heads are authorized to decide which process will be employed. Factors to consider when determined which process is appropriate shall include:

- The project overall cost
- The general availability of the product or service
- The likely savings differential as weighed against the additional costs as required by the process
- The emergency or routine nature of the need

The City Manager retains the right to require a Department Head to utilize the Full Competitive process. The City Manager must approve both the Invitation to Bid and the resulting Award of Bid prior to any purchase and must be provided with either the quotes obtained or the responses obtained from the Invitation to Bid.

#### **Large Purchases (\$25,000 or more)**

Any expenditure of \$25,000 or more must be procured by the Full Competitive process, unless the expenditure is a product of an open-end bid for commodities or is included as one of the exceptions to the required Competitive Bidding process. The only exceptions are Emergency Purchases, Sole Source items, and Brand-Specific items, all of which must be approved by the City Manager.

#### **Bid Documents and Specifications**

All competitive bid processes shall utilize the attached competitive bid template, unless another form is required by an outside entity, such as the state or federal government, or if waived by the City Manager.

**Award of Bids**

Bids for goods and services that have been previously authorized or budgeted will be awarded by the City Manager. Bids that are deemed Most Advantageous to the City shall be awarded to the Lowest Qualified Bidder.

In cases where only one bid is received or an award is made to a vendor other than the Lowest Bidder, the City Manager shall report the circumstances to the City Council. Invitations to Bid for goods and services not budgeted for shall require City Council approval. A contract is required for all goods and services purchased by the City in excess of \$7,500.

**Local Preference**

Unless prohibited by a State or federal funding source for the purchase concerned, a local preference shall be given to any bidder whose business is located and operating within the City limits of Gardiner. This preference shall be given only if City staff (or City Council when required) deems that all of the other items contained within the bid/proposal/quote as significantly equivalent. This local preference shall be based on the following sliding scale:

Bids under \$5,000:	10%
Bids from \$5,000 to \$24,999:	7.5%
Bids from \$25,000 to \$49,999:	5%
Bids over \$50,000:	2.5% (Not to exceed \$5,000.00)

Location and operation shall be defined as owning, leasing, or renting physical space within the City limits and staffing the same at least twenty (20) hours per week. The City Council reserves the right to adjust or suspend this percentage for any purchase. Any adjustment to or suspension of the local preference under this section shall be announced in the City’s Invitation to Bid or at a pre-bid conference.

**Right to Reject**

The City of Gardiner reserves the right to accept or reject any or all bids for any reason whatsoever and to accept alternatives to the bid specifications whenever the City in its sole and absolute discretion deem it in the best interests of the City to do so.

**Emergency Purchases**

Emergency Purchases shall be exempt from Competitive Bidding, provided a written explanation to the City Manager within 10 business days after the purchase is made.

**Miscellaneous Provisions and Information**

**Gifts and Gratuities**

Officers and employees of the City are expressly prohibited from accepting from any person, firm, corporation, or organization, any rebate or gift that would directly affect the purchase of goods and services for the City, or that could be perceived to affect the purchase of goods and services for the City.

**Cooperative Purchasing**

The City Manager or his/her designee shall have the authority to join other units or government (federal, state, county, municipal subdivisions, including quasi-municipal agencies) in cooperative purchasing plans when the best interest of the City would serve thereby and such action is in accordance with and pursuant to all applicable laws.

### **Changes to Contracts**

After a purchase is awarded, there may be desired changes to the original cost and/or terms. A Change Order must be communicated to the City Manager and Finance Department, who will contact the vendor and, upon approval by the City Manager, issue a change to the original contract.

A change of contract can be in one of the two forms:

1. A change to a contract can be made with an amendment, drafted by Legal. The Finance Department should be informed of any amendments to be made. The City Manager must endorse all contract amendments.
2. A change to a construction contract can be made with a change order. All change orders also must be endorsed by the City Manager.

Approvals should be obtained before work is actually done. In instances of public or employee safety, written approval can be obtained after the fact. For any other instances where prior approval may not be possible, communications must be made with the Finance Department, and appropriate approval must be obtained immediately after the fact.

### **Violations of Purchasing Policy**

Any violations of this purchasing policy will be communicated to the City Manager, Department Head, Finance Director, and the violating Employee. Such violations shall be grounds for employee discipline, up to and including termination of employment with the City.