

RANGITĪKEI DISTRICT COUNCIL

PROCUREMENT AND CONTRACT MANAGEMENT POLICY

The purpose of the RDC Procurement and Contract Management Policy (the 'Policy') is to articulate RDC's commitment to the responsible, effective, and fit-for-purpose procurement of goods, services and contract management.

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| Approved by: | The Executive Leadership Team |
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| Who is responsible: | Group Manager – Corporate Services |

Procurement and Contract Management Policy

1. INTRODUCTION

1.1. The Rangitikei District Council ('RDC') is a territorial local authority with obligations to its ratepayers and the public, defined under the Local Government Act 2002 as:

"14(1)(a) a local authority should—

- (i) conduct its business in an open, transparent, and democratically accountable manner; and***
- (ii) give effect to its identified priorities and desired outcomes in an efficient and effective manner."***

1.2. Procurement plays a vital role in the delivery of RDC outcomes, with a significant variety of goods, services and works being purchased from third party suppliers.

1.3. RDC recognises that rigorous procurement and contract management practices:

- a) Ensure that RDC delivers value for money, quality, and safety and wellbeing outcomes for all stakeholders.
- b) Underpin the performance and delivery of RDC's strategic and business objectives.
- c) Provide opportunities for business sustainability, strategic growth and improvement.

1.4. Further, RDC also recognises its primary responsibility to ensure probity and the prudent expenditure of rate payer funds.

2. PURPOSE

2.1. The purpose of the RDC Procurement and Contract Management Policy (the 'Policy') is to articulate RDC's commitment to the responsible, effective, and fit-for-purpose procurement of goods, services and contract management.

2.2. The Policy establishes the guiding principles for RDC's procurement and contract management practices, and seeks to ensure that:

- 2.2.1. A robust framework is adopted across the RDC for procurement and the subsequent management of goods and services contracts.
- 2.2.2. RDC plans for, enters into, and manages all contracts in a manner that align to our obligations under Te Tiriti o Waitangi / the Treaty of Waitangi, pursues RDC strategic and business objectives, and minimises risk.
- 2.2.3. RDC Staff understand their roles and responsibilities with regards to procurement and contract management and are appropriately skilled and trained to do so.
- 2.2.4. RDC achieves quality performance and cost-effective service delivery.

2.3. This Policy identifies the authority, responsibilities and operational parameters for prudent procurement decision-making, and the effective management of contracts and associated legally-binding agreements. Guidance documents for this Policy are available for staff or under development.

3. ORGANISATIONAL SCOPE

3.1. This policy applies to:

- 3.1.1. All RDC staff, including temporary staff, contracted staff, contractors and subcontractors.
- 3.1.2. Any person who is involved in the operation of RDC, including elected members, volunteers and those people with honorary or unpaid staff status.
- 3.1.3. Every business, service or activity of RDC – with the exception of employment contracts.

3.2. This policy does not apply to:

- 3.2.1. The purchase or sale of land.
- 3.2.2. Acquisition of art and similar unique items of interest; and
- 3.2.3. Employment.

4. DEFINITIONS

- 4.1. **Approved Contractor:** prior to undertaking any work for RDC, all contractors must apply for, and be approved against a set of eligibility requirements, including insurance cover, Health, Safety & Wellbeing (HSW) and relevant codes of practice. (Note an 'Approved Contractor' is not the same as a 'HSW Pre-qualified Contractor' <see below>)
- 4.2. **Bribe or inducement:** the giving or receiving, whether directly or indirectly, of something of value to influence a (procurement or contract management) transaction.
- 4.3. **Contract:** a formal, documented agreement between RDC and a supplier or contractor that commits RDC in legal or financial terms to the acquisition of goods and services.
- 4.4. **Contract Manager:** a designated RDC staff member, appointed by a Contract Owner as necessary/required to assist with specific aspects of the management of a specific contract.
- 4.5. **Contract Owner:** a designated RDC staff member who is responsible for the ongoing oversight and management of a specific contract and is responsible for associated record-keeping.
- 4.6. **Contracted staff:** non-permanent employees of RDC, including consultants and contractors employed on fixed or short-term contracts who are undertaking business activities on behalf of RDC.
- 4.7. **Health, Safety & Wellbeing (HSW) Advisor:** To provide support in developing a safety culture across the RDC. They will provide advice and support to management, staff and contractors to enable them to meet their respective HSW obligations of this policy.
- 4.8. **HSW Pre-qualified Contractor:** A Contractor who has the necessary requirements to achieve a score of 75% or greater in the Site Wise HSW System, or equivalent (refer to Contractor HSW Handbook).
- 4.9. **Market:** all potential providers of a good or service that may be available to RDC.
- 4.10. **Probity Auditor:** a suitably qualified person who conducts an independent assessment to ensure integrity, fairness, and compliance with Policy and ethical standards in Council procurement,
- 4.11. **Procurement:** the process, and various stages, of securing goods and services, including but not limited to:
 - planning
 - determination of standards or specifications
 - supplier and sector research
 - supplier review and selection
 - pricing negotiation (where applicable)
 - making the purchase
 - contract administration and
 - other related functions.
- 4.12. Sustainable Procurement:** securing goods and services in a way that recognises the whole of life costs and/or benefits of the goods or service, and delivers benefits for the local community, economy and environment. Climate change considerations are an essential component of this.
- 4.13. Tenders Board:** a panel of RDC representatives appointed to each Tender that is responsible for ensuring that proper Tender process is conducted.
- 4.14. Whole of Life:** an assessment of the total costs and/or benefits of purchasing goods or services – from concept to disposal. This includes purchase outcomes, operating costs spanning the useful life of the good or service, as well as any impacts associated with (product) manufacture, HSW in design, transport, delivery and disposal.

5. PRINCIPLES

- 5.1. RDC procurement and contract management practices shall ensure that RDC plans for, enters into and manages its procurement and contract management activities in a manner that is consistent with Council's Key Procurement Objectives as per this Policy.
- 5.2. RDC procurement and contract management will apply a strategic procurement process consistent with the Ministry of Business, Innovation and Employment (MBIE) procurement lifecycle consisting of planning, sourcing and managing.
- 5.3. The following ten principles shall be reflected in all procurement and contract management practices:

Key Conceptual Principles

- 1 The purchasing power of RDC will be harnessed for the realisation of its strategic and business objectives, as well as the benefit of the local community.
- 2 RDC will at all times act with integrity, impartiality and in a fair and reasonable manner in its dealings with other parties.
- 3 RDC will ensure full probity in its procurement practices and decision-making processes. All procurement decisions will be appropriate and transparent, fair and equitable, and free from any real or perceived bias or conflict of interest.

Key Transactional Principles

- 4 Open and effective competition will be encouraged – all eligible suppliers shall have full and fair opportunity to participate.
- 5 RDC shall take into consideration the whole of life costs and/or benefits associated with procurement – spanning design, manufacture, delivery, HSW, operation and disposal.
- 6 Consideration will be given to achieving the principles of Sustainable Procurement and climate change impacts.
- 7 All contracts shall clearly identify the functional, performance and/or technical deliverables and key performance indicators, including Health, Safety and Wellbeing targets and responsibilities, that reflect RDC's expectations and quality standards, and establish effective means to measure, monitor and manage their delivery.
- 8 All contracts will be actively and appropriately managed in a manner that fosters collaboration with suppliers and contractors, maximises value for money as well as supports continuous innovation and improvement.
- 9 Procurement and contract management processes will comply with all applicable statutory obligations, recognise RDC's business, strategic and community expectations, and reflect relevant sector, central and local government good practice standards and guidelines.
- 10 All procurement and contract management risks will be identified and managed effectively throughout the life cycle of the goods or service.

6. POLICY

6.1. General Requirements

- 6.1.1. RDC procurement and contract management practices shall at all times be fair, equitable and transparent, and abide by the principles and requirements set out in this Policy.
- 6.1.2. Procurement decision-making practices shall ensure:
- a) Integrity, prudent decision-making and freedom from real or perceived bias or conflict of interest; and
 - b) Open and effective competition, subject to appropriate due diligence and probity measures; and
 - c) Consideration of the Government Procurement Rules that encourage Council to procure from Māori businesses where practically possible; and
 - d) Value for money on a whole of life basis, including consideration of the principles of sustainable procurement whenever possible; and
 - e) Effective identification, assessment and management of risk from the planning phase and throughout the life of the procurement or contracted activity including, but not limited to, safety in design and safe work planning followed by ongoing performance monitoring; and
 - f) Recognition of, and compliance with all relevant statutory and regulatory obligations; and
 - g) Collaboration, innovation and recognition of the collective purchasing power of RDC including the use of 'All of Government' contracts; and
 - h) Consideration of performance and delivery outcomes from previous procurement with prospective suppliers.
- 6.1.3. RDC shall ensure that all staff involved in RDC procurement have access to appropriate procurement and contract management resources, skills, knowledge and expertise.
- 6.1.4. RDC shall ensure effective procurement and contract management process controls and monitoring mechanisms, including maintaining a standard suite of operational processes, guidelines, tools and templates.
- 6.1.5. The Contract Owner shall ensure all relevant documentation is complete, accurate, executed properly and filed appropriately.
- 6.1.6. A failure to adhere to the principles, obligations and requirements as outlined in this Policy, and any associated RDC procurement and contract management procedures and guidelines, may result in an investigation into the failures.

6.2. Sustainable Procurement

- 6.2.1. RDC recognises that procurement and contract management practices provide a key opportunity to maximise value for money and quality service delivery, as well as deliver tangible benefits for the local community, economy and environment.
- 6.2.2. Any consideration or weighted attribute assigned to sustainable procurement must be a minimum of 10%, unless specifically waived by Tenders Board.
- 6.2.3. RDC's procurement activities will be consistent with, and support, RDC's Strategic Framework.
- 6.2.4. As such, the principles of sustainable procurement will be recognised whenever possible in the assessment of the costs and benefits of procurement including when undertaking cost-benefit analyses or weighted attributes assessments of potential goods and service suppliers, as follows:
- a) **Think Local:** RDC shall preference those suppliers that can evidence a positive economic footprint in the region. This includes contributing to the vibrancy and sustainability of the local economy, supporting job or market growth, as well as fostering opportunities for small and medium-sized enterprises (SMEs).
 - b) **Think Environmental:** RDC shall be proactive in procurement decisions that support positive environmental impacts, design out adverse effects on the local environment and minimise any residual risks during project delivery. This may include minimising greenhouse gas emissions, increasing biodiversity, minimisation of waste and increased efficiency of materials.
 - c) **Think Social:** RDC shall encourage procurement decisions that maximise community benefits in terms of personal wellbeing, social cohesion, capital and inclusion, equal opportunities, and participation.
- 6.2.5. Whenever practicable, RDC shall give due consideration to sustainable procurement principles, including when undertaking cost-benefit analyses or weighted attributes assessments of potential goods and service suppliers.

- 6.2.6. ELT may issue a directive to provide greater emphasis on Sustainable Procurement overall, or relative weighting between different Sustainable Procurement criteria (for example, in response to COVID-19 the Think Local weighting could have been directed to be “between 25% and 40% unless impractical” in all weighted attribute procurement). Exceptions to these directives need to specifically be approved by the Tenders Board.
- 6.2.7. Where a lowest price conforming assessment methodology is utilised, Sustainable Procurement must be a pass/fail consideration.

6.3. Conflict of Interest

- 6.3.1. RDC shall ensure that procurement and contract management processes cannot be justifiably challenged on the basis of any real or perceived bias or conflict of interest.
- 6.3.2. All procurement and contract management decision-making processes shall include careful consideration of any actual, potential or perceived conflicts of interest.
- 6.3.3. Under no circumstances shall a staff member influence, advise or participate in a procurement or contract management activity where that employee has an actual, potential or perceived conflict of interest – subject to very limited circumstances (see point 6.3.6 below).
- 6.3.4. Every person involved in the decision-making process shall declare in writing that they have no real or potential for a perceived conflict of interest. This includes those involved directly in procurement and contract management activities, as well as anyone who has the ability to influence key decisions (e.g. those holding delegated financial authority or monitoring performance).
- 6.3.5. Where there is uncertainty about whether there is a conflict, employees should discuss the potential conflict with their Executive Manager or the Group Manager, Corporate Services in the first instance. If in doubt, employees should at all times fully disclose a potential conflict or bias. Refer also to the RDC Conflict of Interest Policy for further details.
- 6.3.6. Where a RDC staff member has a conflict of interest, but also possesses specific expertise that is deemed essential to the evaluation process and which is not available from any other source (including those external to the RDC), a member of ELT may approve that person being able to discuss the project with the evaluation panel.
- 6.3.7. Where the CEO is involved with procurement and/or contract management and identifies a potential conflict of interest, escalation shall be to elected members/the RDC Tenders Board.
- 6.3.8. It is never acceptable for a RDC staff member to be involved in sourcing or contract management activities where their direct family works for the supplier involved.
- 6.3.9. It is never acceptable for a RDC staff member to accept a bribe or inducement. Any such instances will be dealt with in strict accordance with the Staff Code of Conduct Policy and other applicable guidelines – see also the RDC Fraud Prevention Policy.
- 6.3.10. Anyone involved in a sourcing activity must formally declare all gifts and or hospitality offered to themselves and/ or direct family members in the past 15 months. Should these exceed a cumulative value of \$500, then specific approval from the CEO is required for the person to be allowed to take any part in the procurement process.

6.4. Contract Approval

- 6.4.1. All staff involved in the procurement and contract management of goods and services must have appropriate knowledge of, and comply with all relevant RDC policies, procedures and guidelines, as well as applicable legislation and professional standards of practice with regards the procurement and contract management process.
- 6.4.2. Each Procurement needs to comply with the following approach (amounts are ‘whole of contract’ and exclude GST)
 - a) Sourcing with a cumulative value of more than \$5,000 and less than \$50,000 requires at least two written quotations to be sought and, where practical, obtained. Approval to ‘not comply’ with this requirement requires written approval from a member of ELT. (Procurement with a value less than \$5,000 can be ‘direct sourced’ from any single supplier).
 - b) Sourcing with a cumulative value of more than \$50,000 and less than \$250,000 require at least three written quotations to be sought and, where practical, obtained. Approval to ‘not comply’ with this requirement requires written approval from at least two members of ELT and the CEO.
 - c) (Sourcing with a cumulative value of more than \$250,000 requires an open and competitive Public Tender process, under the management of a Tenders Board. Approval to ‘not comply’ with this requirement requires formal Council approval, which may be sought on a case-by-case basis or as part of a structured Forward Procurement Strategy that may be periodically presented to Council.

- d) Sourcing with a cumulative value of less than \$250,000 should be referred to the Tenders Board where the procurement facilitator considers that the level of risk (potential, perceived or actual) associated with the procurement requires Tenders Board review.
 - e) Procurement under an All of Government Procurement Arrangement can be made direct from a supplier (regardless of cumulative value) on approval from a member of ELT.
- 6.4.3. Further to S6.1.3 of this Policy, each Tenders Board must contain the following, who must be suitably trained and experienced:
- Two members of ELT (Including Group Manager of Corporate Services where practicable, but not including the Group Manager relevant to the subject of the tender)
 - Two elected members (including the Mayor or his/her nominee)
 - An Independent member as deemed necessary by the other members of the Tenders Board

The Group Manager who is relevant to the subject of the tender, together with any other staff who have some expertise in the subject) should be invited to assist the Tenders Board.

Further to S5.3 (3) and S6.3.1 of this Policy, the Tenders Board must consider (and document) whether sufficient actual or perceived conflict of interest exists, or may arise, and seek to replace RDC officers and elected members from the Tenders Board with independent contractor(s).

The Tenders Board has the ability to award Tenders without prior Council approval in times of urgency.

- 6.4.4. Procurement of goods and/or services over the \$50,000 threshold requires a formal contract to be put in place. All contracts must be approved and signed by a RDC staff member with appropriate delegated authority. No external parties are authorised to sign contracts on behalf of RDC.
- 6.4.5. The RDC Contract Owner shall maintain a full (physical and/or electronic) record of all procurement preparation, negotiation and award activities, in accordance with this Policy and all RDC records management practices.
- 6.4.6. All contracts entered into by the RDC must be in writing, signed by all relevant parties, dated and held securely on file in accordance with RDC document management practices.
- 6.4.7. All contracts prepared by RDC shall utilise approved and standardised contract templates whenever possible. If no applicable template exists, the Contract Owner and/or Manager shall seek assistance from the RDC Legal team or Group Manager of Corporate Services to prepare a contract.
- 6.4.8. No contractual arrangement entered into by the RDC shall be greater than 10 years in its entirety, including rights of renewal, unless approved by ELT or by Council Resolution. RDC shall not enter into contracts that are “evergreen” (i.e. of indefinite length).

6.5. Probity

- 6.5.1. It is essential that Probity is evident throughout procurement activities.
- 6.5.2. Probity:
 - i. Requires equity within procurement processes and controls.
 - ii. Provides fairness and transparency in our procurement decisions
- 6.5.3. To ensure Probity the Contract Owner shall appoint an external independent Probity Auditor for all procurement activities that:
 - i. are above \$5m (Whole of Life) or
 - ii. are considered high risk.

6.6. Contract Management

- 6.6.1. RDC shall maintain a central database of all approved and/or active contracts, and ensure comprehensive records are held, including all third-party vetting; HSW approval; insurance coverage; contract review, renewal or expiration dates; deviations and variations.
- 6.6.2. All RDC contracts shall have a delegated RDC Contract Owner, who acts as the dedicated single point of contact and is responsible for the effective management and delivery of the contract in line with this Policy and all associated processes or guidelines. Duties include, but are not limited to:
 - a) **Contract Negotiation**
 - i. All contracts shall include measurable, relevant and robust key deliverables, measures and performance indicators (i.e. ‘SMART’ key performance indicators that are Specific, Measurable, Achievable, Relevant and Time-bound).
 - ii. All contracts shall establish effective and robust monitoring and reporting activities that ensure delivery of pre-determined deliverables and levels of performance.
 - iii. All contracts shall comply with RDC, professional regulatory body and statutory obligations, as required.

- iv. RDC Contract Owners shall be alert to, and address any provisions, in contracts that expose the RDC to unsuitable or unacceptable risk. This includes a review of prior service delivery or performance by potential third party suppliers.
 - v. All contracts shall fully comply with RDC's HSW Policy requirements and include an appropriate documented HSW plan that identifies all HSW risks and their associated controls.
- b) Contract Delivery**
- i. RDC Contract Owners shall regularly monitor, audit and review contractor delivery against agreed milestones, deliverables or performance expectations over the life of the contract, including maintaining a regular audit programme, as required.
 - ii. All contractor payments, performance bonds and other financial transactions shall be made in accordance with the terms of the contract and appropriate assurance of agreed performance delivery, in accordance with relevant RDC financial delegations and authority.
 - iii. RDC Contract Owners shall engage relevant parties and establish variations or re-negotiate contract terms where appropriate.
 - iv. Full records of all contract evaluations and performance monitoring activities (including any variations, renewals and cancellations) shall be held in accordance with the RDC document management guidelines and practices.
- c) Contract Review**
- i. The RDC Contract Owner must review each 'live' contract on its anniversary. This review must include consideration of whether the terms of the contract are still current, whether the scope of the contract is still valid, whether the risks of the contracts (with specific reference to any HSW risks and associated controls) are properly identified and managed and all other relevant matters.
- d) Escalation and Exit**
- i. RDC shall ensure appropriate and effective processes and mechanisms are in place for the reporting, escalation and resolution of performance issues or contract delivery failure.
 - ii. RDC Contract Owners shall monitor contract schedules for renewal or expiry, and effectively manage the business impacts arising from exiting the agreement, including ensuring all relevant Intellectual Property, data or property is returned to RDC.
- 6.6.3. A Contract Owners may appoint a Contract Manager to assist with the management of any Contract. The appointed Contract Manager will ordinarily be a direct report of the Contract Owner. All Contract Manager appointments should be in writing and clearly identify the specific responsibilities of the Contract Owner and the Contract Manager.
- 6.6.4. Notwithstanding S6.6.3, the Contract Owner has overall responsibility for the performance of the contract.

6.7. Risk Management

- 6.7.1. All Procurement and Contract Management activities must follow RDC risk management practices in line with the RDC Risk Management Framework.
- 6.7.2. RDC shall ensure that the costs, benefits and risk presented by procurement are identified, and appropriately reflected in the procurement and contract management methodology utilised.
- 6.7.3. RDC Contract Owners shall work collaboratively with engaged providers to identify, assess, manage and review all risks associated with the goods or service procured, throughout the length of the contracted period.
- 6.7.4. All critical issues must be escalated and resolved appropriately to ensure the continued quality delivery of service expectations.
- 6.7.5. All risk management and mitigation strategies must be clearly documented as part of the procurement and contract management process.

6.8. Health, Safety and Wellbeing (HSW)

- 6.8.1. The Contract Owner must ensure that the requirements of the Health and Safety at Work Act 2015 are satisfied and that all parties are aware of their associated responsibilities and the manner in which they are to be discharged and as such, is expected to:
 - a) be a HSW leader by driving excellence in performance and behaviour
 - b) Ensure that the contractor is listed in the Site Wise System as a HSW Pre-approved Contractor, or take steps to ensure the pre-approval occurs prior to engaging the Contractor.
 - c) confirm that Critical Risks associated with the contract are clearly identified (inclusive of foreseeable risks), manage them using the hierarchy of controls, maintain effective control measures, and review and revise control measures to ensure they are effective. ensure that all parties to a contract communicate, co-operate and co-ordinate their work plans to effectively

manage overlapping HSW risks. The Contract Owner and Contract Manager must work with all parties to reduce risk to 'As Low As Reasonably Practicable' (ALARP).

- d) verify that HSW in Design is considered in the process of managing health and safety risks throughout the lifecycle of structures, plant, substance or other products. Designers must ensure that they make work healthy and safe from the start of the design process.
 - e) set clear HSW responsibilities and expectations of the Contract Manager and regularly monitor to ensure expectations are being met.
 - f) check that HSW events of significance are appropriately reviewed to identify additional preventative measures that may be required and ensure proper communication and documentation is recorded in the RDC's HSW management system (VAULT).
- 6.8.2. All staff involved with any contract must report all HSW risks they identify to the Contract Owner and assist the Contract Owner with the above requirements.
- 6.8.3. The RDC HSW Advisor shall provide policy, procedure and guidance to enable Contract Owners and relevant staff and contractors to meet these obligations. Detailed Health and Safety guidance and the Contractors HSW Handbook can be found in the HSW section of Kapua ('Contractor Management' page).

6.9. Other Risks

- 6.9.1. The relevant 'one up supervisor' is responsible for making sure, where there is a change of Contract Owner, that the incoming Contract Owner is aware of the contracts he/she has ownership responsibility of.

6.10. Deviations

- 6.10.1. Deviation from RDC's procurement and contract management processes may be necessary due to circumstances beyond the control of RDC. Such instances include:
- a) A limited number of suppliers available in the market
 - b) A different procurement methodology or process is stipulated by legislation or a professional/regulatory body
 - c) An exceptional, urgent or emergency situation where immediate RDC decision-making is required and is in the best interests of ratepayers.
 - d) Whilst undertaking a properly procured contract for RDC it becomes apparent that an extension/variation to the scope of contract would provide significant economic, logistical and/or timing benefits.

In such instances the deviation needs to be authorised by the Tenders Board. In urgent or emergency situations this authorisation can be sought retrospectively and/or from the CEO or Deputy CEO.

6.11. Record Keeping

- 6.11.1. All procurement and contract document management processes shall adhere to relevant statutory and regulatory obligations, including the Public Records Act 2005.
- 6.11.2. Clear and comprehensive written records of all procurement and contract management activity shall be retained in accordance with RDC document management policies and protocols. This includes market, tender and evaluation material, contracts and variations, performance reporting, correspondence and associated service delivery records
- 6.11.3. Procurement and contract management records shall provide a clear, transparent and accessible audit trail so that RDC staff, auditors and/or legal advisors may readily establish the process and rationale for any procurement decisions made and actions taken.
- 6.11.4. At a minimum, records shall be retained that demonstrate:
- a) RDC procurement and contract management processes have been followed, as outlined in this Policy and all associated procedures and practice guidelines.
 - b) Procurement adheres to appropriate budget allocations through the Long Term Plan, the Annual Plan, or an approved Business Case.
 - c) Approval for procurement has been obtained from the relevant holder of delegated financial authority.
 - d) RDC has identified key contract performance expectations and deliverables and undertaken appropriate measures and audit/monitoring activities that provide assurance of performance.
 - e) All risks are identified, assessed and effectively managed in collaboration with the contractor, including HSW assessments, mitigation controls, site planning and maintaining appropriate insurance cover. Critical risks (those that could cause serious harm) shall be identified separately and effective controls shall be implemented and reviewed periodically.
 - f) All employees involved in decision-making have affirmed that they are free from any real or perceived conflicts of interest.

6.12. Confidentiality

- 6.12.1. Employees involved in procurement and contract management activities shall take all due precautions when handling commercially sensitive information. This includes ensuring information is not passed between parties entering into a tender or other competitive procurement process, as well as maintaining the rights of RDC and third-party intellectual property.
- 6.12.2. Confidentiality obligations continue throughout the procurement and contract management process, as well as after the contract has terminated or expired.

7. RELATED POLICIES, PROCEDURES AND REFERENCE MATERIAL

- 7.1. RDC Procurement Toolbox (Connect)
- 7.2. Delegations Register
- 7.3. Committee Structure and Delegations Manual
- 7.4. RDC HSW Policy and Manual
- 7.5. RDC HSW Toolbox
- 7.6. Significance and Engagement Policy
- 7.7. Conflict of Interest Policy
- 7.8. Fraud, Bribery and Corruption Prevention Policy
- 7.9. Gifts and Hospitality Policy
- 7.10. Staff Delegations Manual
- 7.11. Protected Disclosure - Whistleblower Policy
- 7.12. The Waste Minimisation and Management Plan 2020
- 7.13. Procurement and Contract Management Guidance documents (under development)
- 7.14. Risk Management Policy and Guidelines
- 7.15. Information Management Policy and Guidelines