

## STRATEGIC POLICY

### 2014/15 Procurement Policy

<b>CORPORATE PLAN REFERENCES:</b>	1.0 1.2 1.2.4	ROBUST ECONOMY SUPPORT FOR LOCAL BUSINESS ENSURE COUNCIL'S PROCUREMENT POLICIES SUPPORT LOCAL BUSINESS AND HELP GENERATE LOCAL EMPLOYMENT
	8.0 8.1 8.1.2 8.3 8.3.2	GREAT GOVERNANCE ETHICAL, ACCOUNTABLE AND TRANSPARENT DECISION-MAKING ENSURE LEGISLATIVE COMPLIANCE AND AWARENESS STRONG FINANCIAL MANAGEMENT ENSURE COUNCIL'S FINANCIAL PERFORMANCE IS WELL MANAGED AND LEADS TO A STRONG FINANCIAL POSITION
<b>ENDORSED BY COUNCIL ON:</b>		
<b>POLICY OWNER AND DEPARTMENT:</b>	MANAGER PROCUREMENT & CONTRACTS, CORPORATE SERVICES DEPARTMENT	

## 1 POLICY PURPOSE

The purpose of this Procurement Policy is to outline the principles and procurement framework the Sunshine Coast Council (Council) will adopt and apply when conducting Procurement and Contracting Activities.

## 2 POLICY OUTCOME

Council's objectives and desired policy outcomes when conducting Procurement and Contracting Activities are to:

- (a) comply with all applicable laws including the *Local Government Act 2009* (Qld) (*LGA 2009*) and *Local Government Regulation 2012* (Qld) (*LGR 2012*);
- (b) provide a framework for conducting Procurement and Contracting Activities, within a sound governance and probity environment;
- (c) encourage strategic decision-making and sustainable procurement practices;
- (d) facilitate efficient and timely delivery of Council's capital works, operational and service delivery programs;
- (e) deliver value for money;
- (f) encourage an open, efficient and competitive market place;
- (g) encourage development of competitive local business and industry; and
- (h) manage Council's risk exposure.

### 3 POLICY SCOPE AND APPLICATION

This Policy applies to Local Government Employees or elected members of Council, who undertake any part of a Procurement and Contracting Activity on behalf of Council.

This policy is to be supported by the following organisational guidelines and delegations:

- Procurement and Contracting Activities Guideline;
- Purchase Cards Guideline;
- Councillors Acceptable Request Guidelines
- All relevant Delegations of power and authority.

In the event of conflict between legislation and this policy, the legislation will prevail to the extent of any inconsistency.

#### 3.1 PROHIBITION ON CONTRACTORS CONDUCTING PROCUREMENT AND CONTRACTING ACTIVITIES

This policy does not apply to persons who are not Local Government Employees or elected members of Council. Persons engaged in Contracts for Service with Council, such as consultants and project managers are not authorised to initiate any procurement process, or to contract on behalf of Council.

To remove any doubt, persons engaged by Council on Contracts for Service may form part of evaluation panels and provide advice and expertise during the procurement process, however they cannot initiate or undertake any activity that binds Council in contract.

### 4 POLICY STATEMENT

Council has adopted the *LGR 2012*, Chapter 6 Contracting, Part 3 Default contracting procedures (ss. 216 & 223-238) for entering into contracts for the:

- (a) supply of goods and services (including carrying out work); and
- (b) disposal of non-current assets.<sup>1</sup>

Council will comply with these procedures when conducting Procurement and Contracting Activities:

#### 4.1 SOUND CONTRACTING PRINCIPLES

Council will ensure its financial sustainability by establishing a financial management system that ensures regard is had for the Sound Contracting Principles when contracting for the supply of goods or services (including carrying out of works<sup>2</sup>) and the disposal of assets.<sup>3</sup>

The **Sound Contracting Principles** are:

- (a) value for money; and
- (b) open and effective competition; and
- (c) the development of competitive local business and industry; and
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

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<sup>1</sup> *LGR 2012*, s. 216.

<sup>2</sup> *LGA 2009*, s. 104(4).

<sup>3</sup> *LGA 2009*, s. 104.

Regard will be had for each principle, although each principle may not receive equal consideration.<sup>4</sup>

The Sound Contracting Principles will be considered in the following manner:

#### **4.1.1 Value for money**

The concept of value for money is not restricted to the price of the goods, services or works. Council will consider a number of factors when assessing value for money including but not limited to:

- (a) contribution to the achievement of Council's priorities;
- (b) fitness for purpose, quality, service and support;
- (c) whole-of-life costs including costs of acquiring, using, maintaining and disposing of the goods;
- (d) internal administration costs;
- (e) technical compliance costs;
- (f) risk exposure; and
- (g) the value of any associated environmental benefits.

#### **4.1.2 Open and effective competition**

All Procurement and Contracting Activities will be conducted by Council using an open and competitive process. Open and effective competition will be achieved by ensuring that:

- (a) procurement procedures and processes are visible to Council, suppliers and the public;
- (b) prospective suppliers are given fair and reasonable consideration; and
- (c) evaluation of offers is undertaken in accordance with the legislation, procedures and evaluation criteria applicable to the quote or tender documentation.

#### **4.1.3 The development of competitive local business and industry**

Council encourages the development of competitive local businesses within the Sunshine Coast region, and will endeavour to promote and support competitive local industry in its Procurement and Contracting Activities.

In addition to price, performance, quality and suitability, Council may also consider the following factors when conducting its Procurement and Contracting Activities:

- (a) creation of local employment opportunities;
- (b) economic growth within the local area;
- (c) readily available servicing support; and
- (d) the benefit to Council of contracting with local suppliers and the associated local commercial transactions that flow from that contracting.

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<sup>4</sup> LGA 2009, s. 104(8).

#### 4.1.4 Environmental protection

Council will seek to complement its broader environmental commitments and initiatives through its Procurement and Contracting Activities. While conducting Procurement and Contracting Activities, Council will take into consideration a range of environmental factors including:

- (a) the environmental benefits and impacts for the whole life cycle of products and services including manufacture, supply, use maintenance and disposal;
- (b) procurement of environmentally responsible products, services, works and assets that satisfy whole-of-life value for money criteria;
- (c) products that use fewer resources and have reduced environmental impacts throughout their life cycle, such as:
  - lower toxicity,
  - less packaging,
  - less waste to landfill,
  - energy efficient and reduce carbon pollution,
  - water efficient and reduce water use;
- (d) use of products made from recycled materials, recycled green organics and/or recycled plastic products; and
- (e) providing an example to business, industry and the community in promoting the use of environmentally responsible products and services for works and assets.

#### 4.1.5 Ethical behaviour and fair dealing

Council will conduct its Procurement and Contracting Activities with impartiality, fairness, independence, openness and integrity to ensure probity, transparency and accountability for its procurement outcomes. Council will promote ethical behaviour and fair dealing by:

- (a) ensuring legislative and policy compliance in Procurement and Contracting Activities;
- (b) ensuring compliance with Employee and Councillor Codes of Conduct;
- (c) creating and maintaining a robust and effective procurement process that operates in a mature probity environment;
- (d) identifying and managing possible, real or perceived conflicts of interest between Council, its Local Government Employee's and prospective or existing contractors;
- (e) ensuring equal and impartial treatment of all prospective and existing contractors.

## 4.2 VALUE THRESHOLDS – PROCUREMENT OR DISPOSAL ACTIVITIES

Council will engage an appropriate Procurement and Contracting Activity by considering the following:

### 4.2.1 Thresholds for procurement activities

The *LGR 2012* identifies two contract value thresholds. These determine which procurement process must be adopted to contract for the provision of goods and services. Those thresholds are:

- A *medium-sized contractual arrangement* is a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$15,000 or more but less than \$200,000 in a financial year, or over the proposed term of the contractual arrangement;<sup>5</sup>
- A *large-sized contractual arrangement* is a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$200,000 or more in a financial year, or over the proposed term of the contractual arrangement.<sup>6</sup>

#### 4.2.1.1 Aggregation of contractual arrangements

The expected value of a contractual arrangement with a supplier for a financial year, or over the proposed term of the contractual arrangement, is the total expected value of all of the Council's contracts with the supplier for goods and services of a similar type under the arrangement.<sup>7</sup>

Council will monitor the expected value of contractual arrangements with its various suppliers to ensure that the correct Procurement and Contracting Activity is adopted.

### 4.2.2 Thresholds for Valuable Non-Current Assets

The *LGR 2012* provides that a Valuable Non-Current Asset is:

- land; or
- another non-current asset that has an apparent value that is equal to or more than a limit set by Council.<sup>8</sup>

Council has set the limit for Valuable Non-Current Assets, other than land at:

- for plant or equipment - \$5,000;
- for another type of non-current asset - \$10,000.

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<sup>5</sup> *LGR 2012*, s. 224(2).

<sup>6</sup> *LGR 2012*, s. 224(3).

<sup>7</sup> *LGR 2012*, s. 224(4).

<sup>8</sup> *LGR 2012*, s.224(6).

### 4.3 APPLICATION TO COUNCIL CONTRACTING

Unless one of the exceptions outlined in 4.4 or 4.5 applies, Council will conduct its Procurement and Contracting Activities, in the following manner:

Table 1: Procurement and contracting thresholds

Contract Type	Legislative Requirement
<p><b>Large-sized contractual arrangement:</b> \$200,000+ (GST exclusive) LGR 2012, s. 226;</p>	<p>Council will not enter into a large-sized contractual arrangement, without:</p> <ul style="list-style-type: none"> <li>(a) inviting written tenders; or</li> <li>(b) inviting expressions of interest (EOI) (but only following a resolution of Council that it would be in the public interest to invite expressions of interest before inviting written tenders), before considering whether to invite written tenders.</li> </ul> <p>Either invitation will, as a minimum, be advertised in a newspaper circulating in the local government area, which will remain open for at least 21 days after the advertisement is published.<sup>9</sup></p> <p>Where Council invites an EOI before considering whether to invite written tenders, Council may prepare a short-list from respondents to the invitation to EOI and invite written tenders from that shortlist.<sup>10</sup></p> <p>Council may decide not to accept any tenders it receives.<sup>11</sup></p> <p>If Council decides to accept a tender, the Council must accept the tender most advantageous to it having regard to the Sound Contracting Principles.<sup>12</sup></p>
<p><b>Medium sized contractual arrangement:</b> \$15,000 to \$200,000 (GST exclusive) LGR 2012, s. 225.</p>	<p>Council will not enter into a medium-sized contractual arrangement, without first inviting written quotes for the Contract from at least 3 persons the Council considers can meet the Council's requirements at competitive prices.</p> <p>Council may decide not to accept any of the quotes it receives. If the Council does accept a quote, it must accept the quote most advantageous to it, having regard to the Sound Contracting Principles.<sup>13</sup></p>
<p><b>Low value contractual arrangements</b> Worth less than \$15,000 (GST exclusive).</p>	<p>Council will implement an appropriate and effective internal procurement process for contractual arrangements worth less than the \$15,000 (GST exclusive) threshold. The process will ensure regard is had for the Sound Contracting Principles.</p>

<sup>9</sup> LGR 2012, s. 228(4)(a) & (b) or 5(a) & (b).

<sup>10</sup> LGR 2012, s. 228(6)(a) & (b).

<sup>11</sup> LGR 2012, s. 228(8).

<sup>12</sup> LGR 2012, s. 228(9).

<sup>13</sup> LGR 2012, s. 225.

Contract Type	Legislative Requirement
<p><b>Contract for disposal of a Valuable Non-Current Asset</b></p> <p>Plant or equipment - \$5,000</p> <p>Any other type of valuable non-current asset - \$10,000</p>	<p>Council will not enter into a contract for the disposal of a Valuable Non-current Asset without:</p> <ul style="list-style-type: none"> <li>(a) offering the Valuable Non-Current Asset for <i>sale</i> by auction;<sup>14</sup></li> <li>(b) inviting written tenders; or</li> <li>(c) inviting expressions of interest (EOI) (but only following a resolution of Council that it would be in the public interest to invite expressions of interest before inviting written tenders), before considering whether to invite written tenders.</li> </ul> <p>Either invitation in (b) or (c) will, as a minimum, be advertised in a newspaper circulating in the local government area, which will remain open for at least 21 days after the advertisement is published.<sup>15</sup></p> <p>Where Council invites an EOI before considering whether to invite written tenders, Council may prepare a short-list from respondents to the invitation to EOI and invite written tenders from that shortlist.<sup>16</sup></p> <p>Council may decide not to accept any tenders it receives.<sup>17</sup></p>
<p><b>Low value contracts for disposal of non-current assets</b></p> <p>For disposal where the value does not reach the threshold of a Valuable Non-Current Asset</p>	<p>Council will implement an appropriate and effective internal process for the disposing of non-current assets worth less than the threshold set by Council for Valuable Non-Current Assets. The process will ensure regard is had for the Sound Contracting Principles.</p>

<sup>14</sup> LGR 2012, s. 227(b).

<sup>15</sup> LGR 2012, s. 228(4)(a) & (b) or 5(a) & (b).

<sup>16</sup> LGR 2012, s. 228(6)(a) & (b).

<sup>17</sup> LGR 2012, s. 228(8).

#### 4.4 EXCEPTIONS FOR MEDIUM & LARGE SIZED CONTRACTUAL ARRANGEMENTS.

The *LGR 2012* provides a number of exceptions when Council may enter into:

- (a) a medium-sized contractual arrangement *without first inviting written quotes*; or
- (b) a large-sized Contract *without first inviting written tenders*

for supply of goods and services.<sup>18</sup>

Those exceptions and the circumstances under which they may be exercised are as follows:

Table 2: Exceptions (medium-sized and large-sized contractual arrangements)

Exception	Council may enter into a medium or large-sized contractual arrangement without first inviting written quotes or tenders, if:
<b>Quote or Tender Consideration Plan</b> <i>LGR 2012, s. 230.</i>	Council decides by <i>resolution</i> to prepare a Quote or Tender Consideration Plan and then later adopts the plan.
<b>Approved Contractor List</b> <i>LGR 2012, s. 231.</i>	A <i>services</i> Contract is made with a person from an Approved Contractor List.
<b>Register of Pre-Qualified Suppliers (RPQS)</b> <i>LGR 2012, s. 232.</i>	<p>The Contract is entered into with a supplier from a Register of Pre-Qualified Suppliers.</p> <p>A Register of Pre-Qualified Suppliers will only be established by inviting written tenders from Suppliers to be on the Register of Pre-Qualified Suppliers.<sup>19</sup></p> <p>Council may establish a register of pre-qualified suppliers of particular goods or services only if -</p> <ul style="list-style-type: none"> <li>(a) the preparation and evaluation of invitations every time the goods or services are needed would be costly; or</li> <li>(b) the capability or financial capacity of the supplier of the goods or services is critical; or</li> <li>(c) the supply of the goods or services involves significant security considerations; or</li> <li>(d) a precondition of an offer to contract for the goods or services is compliance with particular standards or conditions set by the local government; or</li> <li>(e) the ability of local business to supply the goods or services needs to be discovered or developed.<sup>20</sup></li> </ul> <p>A <b><i>pre-qualified supplier</i></b> is a supplier who has been assessed by the local government as having the technical, financial and managerial capability necessary to perform contracts on time and in accordance with agreed requirements.<sup>21</sup></p>

<sup>18</sup> *LGR 2012, ss.229-235.*

<sup>19</sup> *LGR 2012, s. 232(6).*

<sup>20</sup> *LGR 2012, s. 232(3).*

<sup>21</sup> *LGR 2012, s. 232(7).*



<b>Exception</b>	<b>Council may enter into a medium or large-sized contractual arrangement without first inviting written quotes or tenders, if:</b>
<p><b>Preferred Supplier Arrangement (PSA)</b> LGR 2012, s. 233.</p>	<p>The Contract is entered into with a supplier from a Preferred Supplier Arrangement.</p> <p>A Preferred Supplier Arrangement will only be established by inviting written tenders from Suppliers to be on the Preferred Supplier Arrangement.<sup>22</sup></p> <p>This exception only applies to a medium or large-sized contractual arrangement for goods or services, if, Council:</p> <ul style="list-style-type: none"> <li>(a) needs the goods or services in large volumes or frequently; and</li> <li>(b) is able to obtain better value for money by accumulating the demand for the goods or services; and</li> <li>(c) is able to describe the goods or services in terms that would be well understood in the relevant industry.<sup>23</sup></li> </ul>
<p><b>Local Government Association Arrangement</b> LGR 2012, s. 234.</p>	<p>The Contract is entered into under an LGA Arrangement.</p>
<p><b>Sole Supplier</b> LGR 2012, s. 235(a).</p>	<p>Council <i>resolves</i> it is satisfied that there is only one supplier who is reasonably available.</p>
<p><b>Specialised Supplier</b> LGR 2012, s. 235(b).</p>	<p>Council <i>resolves</i> that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for Council to invite quotes or tenders.</p>
<p><b>Genuine Emergency</b> LGR 2012, s. 235(c).</p>	<p>A Genuine Emergency exists.</p>
<p><b>Auction Purchase</b> LGR 2012, s. 235(d).</p>	<p>The Contract is for the purchase of goods and is made by auction.</p>
<p><b>Second-hand Goods</b> LGR 2012, s. 235(e).</p>	<p>The Contract is for the purchase of second-hand goods.</p>
<p><b>Governmental Arrangement</b> LGR 2012, s. 235(f).</p>	<p>The Contract is made with, or under an arrangement with, a Government Agency.</p>

<sup>22</sup> LGR 2012, s. 233(3).

<sup>23</sup> LGR 2012, s. 233(1).

#### 4.5 EXCEPTIONS FOR VALUABLE NON-CURRENT ASSET CONTRACTS.

The *LGR 2012* provides a number of exceptions when Council may dispose of Valuable Non-Current Assets other than by tender or auction.<sup>24</sup>

Council may dispose of a Valuable Non-Current Asset other than by tender or auction if:

Table 3: Exceptions (valuable non-current asset contracts)

Exception	Legislative requirement
<p><b>Previous offer for sale or auction</b></p> <p><i>LGR 2012, s. 236(1)(a).</i></p>	<p>The Valuable Non-Current Asset was previously offered for sale by tender or auction but was not sold; and is being sold for more than the highest tender or auction bid that was received.</p>
<p><b>Government Agency or Community Organisation</b></p> <p><i>LGR 2012, s. 236(1)(b).</i></p>	<p>The Valuable Non-Current Asset is disposed of to a Government Agency or a Community Organisation.</p> <p><i>Point (b) immediately below this table does not apply to this exception.</i></p>
<p><b>Forms of disposal for land or an interest in land</b></p> <p><i>LGR 2012, s. 236(1)(c).</i></p>	<p>(a) For the <b>disposal of <u>land</u></b> or an <b><u>interest in land</u></b>:</p>
	<p>The land will not be rateable land after the disposal;</p>
	<p>The land is disposed of to a person whose restored enjoyment of the land is consistent with Aboriginal tradition or Island custom;</p> <p><i>Point (b) immediately below this table does not apply to this exception.</i></p>
	<p>The disposal is for the purpose of renewing the lease of land to the existing tenant of the land.</p>
	<p>The land is disposed of to a person who owns adjoining land if-</p> <ul style="list-style-type: none"> <li>(i) the land is not suitable to be offered for disposal by tender or auction for a particular reason, including for example, the size or the existence of infrastructure; and</li> <li>(ii) there is not another person who owns other adjoining land who wishes to acquire the land; and</li> <li>(iii) it is in the public interest to dispose of the land without a tender or auction; and</li> <li>(iv) the disposal is otherwise in accordance with Sound Contracting Principles.</li> </ul>

<sup>24</sup> *LGR 2012, s. 236.*

<b>Forms of disposal for land or an interest in land</b> <i>LGR 2012, s. 236(1)(c) continued.</i>	All or some of the consideration for the disposal is consideration other than money, for example, other land in exchange for the disposal, provided it is in the public interest to dispose of the land without a tender or auction and the disposal is otherwise in accordance with Sound Contracting Principles.
	The disposal is for the purpose of a lease for a telecommunication tower.
	The disposal is of an interest in land that is used as an airport or for related purposes and it is in the public interest to dispose of the land without a tender or auction; and the disposal is otherwise in accordance with Sound Contracting Principles.
<b>Forms of disposal – Other than land</b> <i>LGR 2012, s. 236(1)(d).</i>	The disposal of a valuable non-current asset, <i>other than land</i> , by way of a trade-in for the supply of goods or services to Council, provided the supply is, or is to be, made under this part; and the disposal is, or is to be, part of the contract for the supply.
<b>Ministerial exemption</b> <i>LGR 2012, s. 236(1)(e).</i>	<p>The Minister exempts Council from complying with section 227.</p> <p>An exemption given under this subsection may be given subject to conditions.<sup>25</sup></p> <p><i>Points (a) and (b) immediately below this table do not apply to this exception.</i></p>

Exercise of the aforementioned exceptions is subject to the following qualifications:

- (a) For exceptions mentioned in subsections 236(1)(a) to (d), before the disposal, Council decides by *resolution* that the exception may apply with regards that particular disposal.<sup>26</sup>
- (b) For exceptions relating to disposal of land or an interest in land, the consideration for the disposal would be equal to, or more than, the market value of the land or the interest in land including the market value of any improvements.<sup>27</sup> A written report about the market value from a valuer registered under the *Valuers Registration Act 1992* (not an employee of Council) will be sufficient evidence of the market value.<sup>28</sup>
- (c) Point (b) immediately above does not apply to disposal of land or an interest in land which is disposed of under sections 236(1)(b), (1)(c)(ii) or (1)(e).<sup>29</sup>

<sup>26</sup> *LGR 2012, s. 236(2).*

<sup>27</sup> *LGR 2012, s. 236(3).*

<sup>28</sup> *LGR 2012, s. 236(5).*

<sup>29</sup> *LGR 2012, s. 236(4).*

## **4.6 OTHER LEGISLATIVE OBLIGATIONS.**

### **4.6.1 Powers to delegate (*LGA 2009, ss. 257, 259 & LGR 2012, s. 238*).**

Council may delegate by resolution, a power under the *LGA 2009* or another Act to the Chief Executive Officer (CEO).<sup>30</sup> Any delegation to the CEO will be reviewed annually.<sup>31</sup> The Council must not delegate a power that an Act states must be exercised by resolution.<sup>32</sup> Council may delegate a power with conditions.

Council has delegated to the CEO powers related to Procurement and Contracting Activities. The CEO has in turn delegated these powers onto appropriately qualified Local Government Employees. These delegations are recorded in the delegations register maintained by the CEO.<sup>33</sup>

### **4.6.2 Requirement to keep record of particular matters (*LGR 2012, s. 164*).**

Council will keep a written record stating the risks the Council's operations are exposed to, to the extent they are relevant to financial management and the control measures adopted to manage the risks. Council will keep a copy of the Procurement Policy with that record.

### **4.6.3 Unauthorised spending (*LGR 2012, s. 173*).**

Council will only spend money in a financial year if it is adopted in the budget for the financial year; or before adopting its budget for the financial year, if it then provides for the spending in the budget for that financial year.

Council will spend money, not authorised in its budget, for genuine emergency or hardship. In this instance Council must make a resolution about spending the money, either before, or as soon as practicable after, the money is spent. The resolution will state how the spending is to be funded.

### **4.6.4 Other contents - Annual Report – changes to tenders (*LGR 2012, s. 190*).**

Council will include the number of invitations to change tenders under the *LGR 2012*, section 228(7) during that financial year in its annual report for the financial year.

### **4.6.5 Procurement Policy – annual review (*LGR 2012, s. 198*).**

Council will prepare and adopt a Procurement Policy that will be reviewed annually. The Procurement Policy will include details of the principles, including the Sound Contracting Principles that Council will apply to purchasing goods and services.

### **4.6.6 Public access to relevant financial and planning documents (*LGR 2012, s. 199*).**

Council will allow the public to inspect this Procurement Policy by making it available:

- (a) on its website (<http://www.sunshinecoast.qld.gov.au/>); and
- (b) at Council's public office.

Council will also make a copy of the Procurement Policy available for purchase at a cost of no more than it costs Council to make it available.

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<sup>30</sup> *LGA 2009, s. 257(1)(b)*.

<sup>31</sup> *LGA 2009, s.257(4)*.

<sup>32</sup> *LGA 2009, s. 257(2)*.

<sup>33</sup> *LGA 2009, s 260*.

#### 4.6.7 Publishing details of contractual arrangements worth \$200,000 or more (*LGR 2012, s. 237*).

Council will, as soon as practicable after entering into a contractual arrangement worth \$200,000 or more (GST exclusive) publish the relevant details of the contractual arrangement:

- (a) on its website (<http://www.sunshinecoast.qld.gov.au/>); and
- (b) in a conspicuous place in a public office.

Relevant details of a Contract means:

- (a) the person with whom Council has entered into the contractual arrangement;
- (b) the value of the contractual arrangement; and
- (c) the purpose of the contractual arrangement.

#### 4.6.8 Councillor requests for information

The *LGA 2009* provides the circumstances under which Councillors may request information or assistance from Local Government Employees.<sup>34</sup> A framework for this process has been established by the Councillors Acceptable Request Guidelines. This guideline outlines the processes for Councillors requesting, and Local Government Employees providing, information.

Councillors and Local Government Employees should comply with this legislation, the relevant policy and the respective Codes of Conduct when dealing with matters relating to Procurement and Contracting Activities.

Councillors should direct any issues regarding Procurement and Contracting Activities to the CEO.<sup>35</sup> They should not attempt to influence any Procurement and Contracting Activity. Attempts to do so may constitute a breach of legislation and/or the Councillor Code of Conduct. Further, attempts may cause the favoured industry participant to be disqualified from consideration under Council's probity conditions established under its procurement process and general conditions of offer.

## 5 DEFINITIONS

**Approved Contractor List** is a list of persons who Council considers to be appropriately qualified to provide services established in accordance with the *LGR 2012, s. 231*.

**Community Organisation** means:

- (a) an entity that carries on activities for a public purpose; or
- (b) another entity whose primary object is not directed at making a profit.

**Contract** means a contract (including purchase orders and purchase card transactions) for:

- (a) the supply of goods or services; or
- (b) the carrying out of work; or
- (c) the disposal of non-current assets.

In this instance, the term does not include a contract of employment between Council and a Local Government Employee (as defined in the *LGA 2009*).

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<sup>34</sup> *LGA 2009, s. 170A.*

<sup>35</sup> *LGA 2009, s. 170.*

**Contract for Service** means a contract to which an independent contractor is a party and that relates to the performance of work by the independent contractor.

**Genuine Emergency** includes:

- (a) Any time that the Local Disaster Coordinator is performing a function under the *Disaster Management Act 2003*; or
- (b) Any time an event occurs resulting in actual or likely loss of life or serious injury to person/s and where action from Council may prevent or reduce the actual or likely loss of life or serious injury to person/s, or aid and assist in response to the event; or
- (c) Any time an event occurs resulting in actual or likely serious damage to property and where action from Council may prevent or reduce the actual or likely serious damage, or aid and assist in response to the event.

**Government Agency** is:

- (a) the State, a government entity, a corporatised business entity or another local government; or
- (b) another Australian government or an entity of another Australian government; or
- (c) a local government of another State.

**Large-sized contractual arrangement** means a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$200000 or more in a financial year.

**Local Government Employees** means a Local Government Employee (as that term is defined in the *LGA 2009*) of the Sunshine Coast Regional Council who undertakes Procurement and Contracting Activities, but does not include a person engaged on a Contract for Service for a defined time or designated project.

**LGA Arrangement** means an arrangement established in under the *LGR 2012*, s. 234.

**Medium-sized contractual arrangement** means contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$15000 or more but less than \$200000 in a financial year.

**Preferred Supplier Arrangement** is an arrangement established by Council in accordance with the *LGR 2012*, s. 233.

**Procurement and Contracting Activities** means of Council's activities for the making of contracts as outlined in the *LGR 2012*, Chapter 6, Part 3 (ss. 217 & 223-238).

**Quote or Tender Consideration Plan** means a plan established by Council in accordance with the *LGR 2012*, s. 230.

**Register of Pre-Qualified Suppliers** is a register of suppliers established by Council in accordance with the *LGR 2012*, s. 232.

**Sound Contracting Principles** means the principles provided in the *LGA 2009*, s. 104 and described in sections 4.1 to 4.1.5 of this Procurement Policy.

**Valuable Non-Current Asset** means land or another non-current asset that has a value equal to or more than the limit set by Council.

## 6 RELATED POLICIES AND LEGISLATION

*Local Government Act 2009* (Qld)

*Local Government Regulation 2012* (Qld)

*Statutory Bodies Financial Arrangements Act 1982* (Qld)

*Public Sector Ethics Act 1994* (Qld)

*Disaster Management Act 2003 (Qld)*

Council's current Corporate Plan

Council's current Operational Plan

Council's current delegations

Councillors Acceptable Request Guidelines

Employee Code of Conduct

Code of Conduct for Councillors

Version control:

Version	Reason/ Trigger	Change (Y/N)	Endorsed/ Reviewed by	Date
1.0	Eg. Create new			DD/MM/YYYY
	Eg. Review			