

Moyne-Warrnambool-Corangamite

# SWCICTA Joint Venture ICT Procurement Policy

POLICY TYPE: Joint Venture Governance Committee

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## **DOCUMENT CONTROL**

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## 1. INTRODUCTION

#### 1.1. Purpose and scope

The South West Councils ICT Alliance (SWCICTA) Joint Venture Governance Committee (JVGC) is required to adopt an ICT Procurement Policy to comply with Section 8 of the South West Councils ICT Alliance Joint Venture Agreement, Section 8.

In addition to the above this Policy has been developed in line with the procurement policies of the Member Councils and accordingly is consistent with Section 108 of the Local Governance Action 2020.

The intention of the policy is provide delegation to the Joint Venture (JV) to procure ICT goods and services on behalf of the JV. Upon approval by the JVGC the procurement will be actioned by the Lead Member. Council Officers of the Member Councils don't have delegated authority under this policy. (see 2.16.1)

The policy commits the Lead Council to act in accordance with the Joint Venture Agreement, the Joint Venture Terms of Reference and the direction of the Joint Venture Governance Committee.

This Policy applies to all procurement activities undertaken by the JV and applies to Councillors, Council Officers, Committees, contractors and consultants in all circumstances while engaged by the Joint Venture via the Lead Member. The role of Councillors of individual Councils under this Policy is limited to the final assessment of a procurement in accordance with the relevant financial delegation limits.

Term	Definition			
Act	means the Local Government Act 2020 (Vic) or the Local Government Act 1989 (Vic) as applicable.			
Collaborative Procurement Arrangement	a contract established by Council, government or a nominated agent, such as Procurement Australasia, Municipal Association of Victoria (MAV) or a local government entity, for the benefit of numerous state, federal and/or local government entities and others that achieves best value by leveraging combined economies of scale.			
Conflict of Interest	<ul> <li>means a Councillor, member of a delegated committee or Council Officer has:</li> <li>(a) a general conflict of interest in a matter if an impartial fair minded person would consider that the person's private interest could result in that person acting in a manner that is contrary to their public duty; or</li> <li>(b) a material conflict of interest in respect of a matter if an affected person would gain a benefit or suffer a loss depending on the outcome of the matter, each as defined in Division 2 of the Act.</li> </ul>			
Committee	means a duly authorised committee of Council including delegated committees and advisory committees.			
Councils	means Corangamite Shire Council, Moyne Shire Council and Warrnambool City Council			
Councillor	means a person who has been elected to the office of councillor on Council.			
Council Officer	means a current member of Council staff as well as any contractors and consultants who have the authority to engage in activities on behalf of Council.			
Emergency	<ul> <li>means an emergency due to the actual or imminent occurrence of an event which requires immediate action including the following:</li> <li>(a) an earthquake, flood, wind-storm or other natural event;</li> <li>(b) a fire;</li> <li>(c) an explosion;</li> <li>(d) a road accident or any other accident;</li> <li>(e) a plague, epidemic, pandemic or contamination;</li> <li>(f) a warlike act or act of terrorism, whether directed at Victoria or a part of Victoria or at any other State or Territory of the Commonwealth;</li> <li>(g) a hi-jack, siege or riot; and</li> <li>(h) a disruption to an essential service.</li> </ul>			
Goods, Services or Works	means the deliverable(s) the preferred Invitee will be required to provide to Council, when the conditions of contract have been agreed between the preferred Invitee and Council.			
Invitee	means a company, person or other legal entity which submits a tender or quote; and includes, where the context permits, prospective Invitees and other recipients of the request for tender or request for quote.			

#### 1.2. Definitions

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Term	Definition
Joint Venture (JV)	Means the Coastal Connect Joint Venture formerly known as South West Council ICT Alliance (SWCICTA) and includes all Councillors, Council Officers, Committees, Contractors and Consultants.
JVGC	Means Joint Venture Governance Committee
JV Member/s	Means Member Councils of the Joint Venture
Lead Member	Means the Lead Member of the Joint Venture
Local Business	means a commercial business with an operational premises that is physically located within the municipal borders of the South West Regional Councils.
Local Content	means the labour, materials, plant and supervision that is sourced from within the municipal borders of the South West Regional Councils.
South West Regional Councils	means the Councils of the South West region in Victoria including Warrnambool City Council, Moyne Shire Council, Corangamite Shire Council, Southern Grampians Shire Council and Glenelg Shire Council.

## 1.3. Treatment of GST

All monetary values stated in this Policy include GST, unless specifically stated otherwise.

## 1.4. References

The Joint Venture's procurement activities will be carried out in compliance with the following legislation and Lead Member Council policies and procedures:

<ul> <li>Act;</li> <li>Competition and Consumer Act 2010 (Cth)</li> <li>Freedom of Information Act 1982 (Vic)</li> <li>Independent Broad-based Anti-corruption Commission (IBAC) Act 2011 (Vic)</li> <li>Occupational Health &amp; Safety Act 2004 (Vic)</li> <li>Privacy Act 1988 (Cth)</li> <li>Public Records Act 1973 (Vic)</li> <li>Security of Payments Act 2002 (Vic)</li> <li>Victorian Local Government Best Practice</li> </ul>	<ul> <li>Gender Impact Assessment Policy</li> <li>Risk Management Policy</li> <li>Health &amp; Safety Policy</li> <li>Corporate Card Policy</li> <li>Gift and Benefits Policy</li> <li>Fraud and Corruption Control Policy</li> <li>Councillors Code of Conduct</li> <li>Staff Code of Conduct</li> <li>Instrument of Delegation</li> <li>Sustainable Building Policy</li> </ul>
Security of Payments Act 2002 (Vic)	u u u u u u u u u u u u u u u u u u u

## 2. BEST PRACTICE PRINCIPLES

The Joint Venture is committed to effective procurement through adopting best practice principles, policies and procedures to support Council objectives regarding sustainable and socially responsible procurement, supporting local economy and obtaining Value for Money, which in turn, will lead to a better outcome for Council in the provision of services for the community. Each principle is detailed below.

## 2.1. Conduct of JV Members, Councillors and Council Officers

#### 2.1.1. Ethics

JV Members, Councillors and Council Officers must at all times conduct themselves in ways that are and are seen to be, ethical with the highest integrity and will:

- (a) treat potential and existing suppliers with equality and fairness;
- (b) not seek or receive personal gain;
- (c) maintain confidentiality of 'Commercial in Confidence' information such as contract prices and other sensitive information;
- (d) present the highest standards of professionalism and probity;
- (e) deal with suppliers in an honest and impartial manner that does not allow conflicts of interest;
- (f) provide all suppliers and tenderers with the same information and equal opportunity;
- (g) comply with all legal and Policy requirements; and

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(h) be able to account for all decisions and provide feedback on them.

## 2.1.2. Conflict of Interest

In accordance with sections 126-131 of the Act, JV Members, Councillors and Council Officers have an overriding responsibility to act impartially and with integrity, avoiding a Conflict of Interest. JV Members, Councillors and Council Officers, must:

- (a) at all times avoid situations in which they may have or which creates a Conflict of Interest;
- (b) not participate in any action or matter associated with the arrangement of a tender or contract where that person has a Conflict of Interest; and
- (c) when becoming aware of a conflict, promptly declare the Conflict of Interest in accordance with procedures set out in Chapter 5 of the Governance Rules, or seek advice and support from the Manager Governance, Property and Projects.

Councillors cannot participate in any aspect of the procurement process unless acting in the capacity of Council at a formally constituted Council meeting to consider the awarding of a contract.

#### 2.2. Value for money

Value for Money is the achievement of a desired procurement outcome at the best possible price, not necessarily the lowest price, based on a set list of financial and non-financial criteria relevant to the procurement. Value for Money considers the total cost of procurement including:

- (a) contribution to Council's priorities and strategic objectives;
- (b) fitness for purpose, quality, social and environmental impacts, service and support; and
- (c) cost related factors including whole of life costs and transaction costs associated with acquiring, using, holding, maintaining and disposing the Goods, Services or Works.

Value for Money could be achieved by:

- (a) developing, implementing and managing a procurement framework that supports the coordination and streamlining of activities throughout the lifecycle;
- (b) development, implementation and management of the local procurement strategy;
- (c) undertaking competitive procurement processes;
- (d) using aggregated contracts whenever possible to group similar contracts;
- (e) identifying and rectifying inefficiencies in procurement processes;
- (f) developing cost effective tender processes including appropriate use of e-solutions; and
- (g) working with suppliers to create relationships that are professional and productive.

#### 2.3. Fair, honest and transparent dealing

The Joint Venture is committed to providing equal opportunity for all businesses to bid for work through fair, honest, open and transparent market processes. The JV will ensure that all prospective suppliers are treated fairly in an open and transparent manner and have access to the same information.

## 2.4. Accountability

Accountability in procurement allows the JV to explain and provide evidence of the process followed during procurement. The JV must be able to account for all procurement decisions over the life of the Goods, Services or Works in accordance with this Policy. This could mean revisiting the original intentions of the procurement during the use of the Goods, Services or Works to ensure that the Goods, Services or Works are still providing Value for Money and achieving the JV's intentions.

#### 2.5. Gender Impact Assessment

In accordance with the *Gender Equality Act 2020* (Vic), the JV I is committed to ensuring a gender lens is applied to all new policies, programs and services that directly and significantly impact the public and ensure that a gender impact assessment (**GIA**) is conducted as needed. Records of GIA conducted must be saved in the Lead Member's records management system with the relevant procurement in accordance with the GIA Policy.

#### 2.6. Fraud and corruption control

The Joint Venture is committed to preventing, deterring and reporting corrupt and fraudulent behaviour particularly in relation to the procurement process. The Joint Venture will comply with the Fraud and

Corruption Control Policy of the Lead Member which provides a framework for preventing the risk of fraud and strengthening organisational integrity.

## 2.7. Competition and Consumer Act compliance

The JV will comply with the *Competition and Consumer Act 2010* (Cth) and other fair-trading legislation applicable to its operations and is committed to ensuring the protection of consumers and promotion of competition.

The JV needs to be informed of their obligations under competition and consumer legislation and ensure that the following does not occur:

- a) restrictive trade practices (including price fixing and exclusionary provisions relating to a interstate boundaries);
- b) market sharing (including allocation of customers), anti-competitive agreements, exclusive dealing and misuse of market power;
- c) inaccurate communication or promotion (including misleading or deceptive conduct, false claims and unsubstantiated predictions); and
- d) unconscionable or unfair business practices.

## 2.8. Risk management

Risk management is to be appropriately applied at all stages of procurement to ensure procurement is properly planned and carried out in a manner that will protect and enhance the Joint Venture's capability to prevent, withstand and recover from interruption to the supply of Goods, Services and Works.

The Joint Venture will minimise its risk exposure by measures that:

- a) allow sufficient planning and lead time for procurement preparation and consideration;
- b) integrate risk identification at the earliest planning stage to inform the process;
- c) use the Lead Member's standard form or Australian Standard contracts which mitigate risk to Council;
- d) require security deposits where appropriate;
- e) when required, referring specifications to relevant industry experts;
- f) ensure service providers maintain adequate insurance cover for the Goods, Services or Works;
- g) review and negotiate contract departures and non-standard contracts prior to the award of the contract;
- h) ensure agreements are executed prior to commencement of Goods, Services or Works; and
- i) ongoing and timely contract management including monitoring and enforcement performance.

## 2.9. Probity Plan and Auditor

The Joint Venture will consider the appointment of a probity auditor for procurement based on the nature and complexity of the proposed procurement. The completion of a review and assessment of the need for the use of an external, independent probity auditor is mandated when the value of the Goods, Services or Works exceeds \$500,000 or when requested by the JVGC.

A Probity Plan will be established for procurement where a Probity Auditor is required or on request of the JVGC.

#### 2.10. Disclosure of information

Confidentiality of information provided by Invitees must be maintained in a safe and secure manner, particularly commercially sensitive material such as prices, discounts, rebates, profit, manufacturing, intellectual property and product information.

At no stage should the JV have discussions with Invitees about active procurements prior to the approval process being finalised, other than authorised procurement negotiations. The JV should take care that their duty to consider issues fairly and properly is not compromised by participating in discussions with suppliers where the supplier is intending to influence the outcome of the procurement. The JV must ensure that they comply with the obligations in the Lead Member's Gifts and Benefits Policy including making reasonable enquiries as to the live tender processes prior to accepting any benefit which would otherwise be in accordance with the Gifts and Benefits Policy.

Invitees must be advised that a report on a tender process may be presented at an open meeting of Council and some information arising from the tender may be made publicly available.

## 2.11.Record keeping

The JV needs to ensure that all records relating to procurements are stored in the Lead Member's electronic content management system including decisions evidencing:

- (a) the processes followed and substantiated decisions made during the procurement; and
- (b) adequate records to support contract matters or disputes.

The structure and extent of records will depend on the value and complexity of the procurement.

Records will be kept in accordance with the *Public Records Act* 1973 - *Public Record Standard PROS 09/05* (*Retention and Disposal Authority for Records of Local Government Functions*).

## 2.12. Social and Sustainable procurement

The JV recognises it has an implicit role in furthering sustainability objectives, through its procurement of Goods, Services and Works. The JV will undertake procurement designed to support Value for Money and embed organisational environmental, social and economic development objectives.

The JV will consider how best to embed its sustainable procurement objectives in each procurement, whether this be as part of a specific evaluation criteria, developing a specification which reflects specific sustainable outcomes for the Goods, Services or Works or building sustainable requirements directly into the Goods, Services or Works. The JV will also consider the Victorian Government's Social Procurement Framework as best practice in social and sustainable procurement.

The JV demonstrates sustainable procurement by:

- (a) being accountable for its impacts on society, the economy and the environment including the impacts of the organisation's supply chain;
- (b) examining anticipated organisational, project and/or community needs;
- (c) continually improving sustainability specifications, practices and outcomes, and
- (d) planning and undertaking sustainability evaluations as part of contracting activities.

#### 2.13. Support for local content

The JV can include in its evaluation criteria up to five percent for Local Content. This aims to acknowledge the suppliers whose activities contribute to the financial and social wellbeing of the region. With the exception of contracts that are the subject of a tender, in every instance where it is reasonable to do so, the JV must seek at least one quote from a local business.

#### 2.14.Collaborative procurement

The JV will seek to use Collaborative Procurement Arrangements with each participating JV Member and third parties when procuring Goods, Services and Works in order to take advantage of economies of scale in accordance with section 108(3)(c) of the Act. When a report for a procurement is presented to the JVGC for approval, it will include information relating to any collaborative arrangement opportunities that were explored as part of the procurement process.

When collaborating with other Councils, the Joint Venture will do so in accordance with the following:

- (a) work to develop a consolidated contract register to identify joint procurement projects on an annual basis;
- (b) JV Members must actively consider all contracts and proposed contracts to determine if the procurement would benefit from expertise, economies of scale or other strategic benefits to Council (other than projects that are unique to an individual Council (e.g. unique construction or works projects)) if it would then it must be included in the consolidated contract register for collaboration consideration;
- (c) other contracts which, due to the subject matter, nature or scope, are likely to deliver operational efficiencies if procured in collaboration with the other Councils, must be included in the consolidated contract register for consideration as a possible joint procurement opportunity;
- (d) Council Officers commit to regularly reviewing the contracts register to determine whether collaborative procurement should be considered;
- (e) where collaborative procurement is to be pursued:

- i. pre-approval will be requested from each Council prior to commitment to collaboration, seeking authority to proceed with the collaboration and delegation of contract approval to the Lead Member;
- ii. the JV will maintain a formal Agreement that gives authority for the Lead Member to act as each Council's agent in the Collaborative Procurement Arrangements;
- iii. each of the JV Members who participate will be able to enter into a contract with the preferred supplier identified though the collaborative procurement process, or may choose as a group to enter into a contract;
- iv. each participating Council must be involved in:
  - a. the initial decision to undertake the Collaborative Procurement Arrangement;
  - b. preparation of, and agreement to, the specifications;
  - c. ensuring probity for the Collaborative Procurement Arrangement; and
  - d. the acceptance of tender(s) and awarding of contract(s); and
- (f) when considering the evaluation criteria for a particular Collaborative Procurement Arrangement the JV will consider "Value for Money" for each of the participating Councils.

Furthermore, the JV may collaborate with other Councils or other bodies such as MAV Procurement or Procurement Australasia to procure Goods, Services or Works, or utilise existing Collaborative Procurement Arrangements established through a public tender process where it provides an advantageous, Value for Money outcome for the Council.

Any Federal or State Government grant funded projects may be excluded from Collaborative Procurement Arrangements.

When entering into a Collaborative Procurement Arrangement for the purpose of the procurement delegations the obligations and liabilities under the procurement will only take into account the value which Council may ultimately be liable for, this will, in most cases, not reflect the total value of the ultimate contract.

#### 2.15. Contract Management

The JV will manage contracts in accordance with the Lead Member processes. In addition to these processes there will be reports provided to each meeting of the JVGC on open contracts or agreements. A debriefing will be provided to the JVGC on the ending or closure of any contract or agreement as soon as practicable.

#### 2.16. Model of procurement

The JV will act as the subject matter expert for a centre-led procurement model for ICT purchases.

#### 2.17. Procurement delegations

The JV Members delegate their purchasing authority to the JVGC. The JVGC then approves the Lead Member to act on their behalf.

#### 2.17.1. Financial Delegations

All procurement activities require authorisation of the JVGC either via the approved Budget, approved Business Plan, approved JVGC meeting endorsement or approved Project Plan.

The JVGC provides delegation to employees of the JV to conduct procurement activities on their behalf. Individual Councils and their staff, and associated parties don't have any delegation authority under this policy.

#### 2.17.2. Variations

Contract variations must be approved by the JVGC. A resolution can include a specific delegation amount for variations for a procurement on a case by case basis.

#### 2.17.3. Market engagement methods

The market engagement method is determined by the nature, value and risk of the procurement. The level of risk is determined on a case by case basis by the JVGC.

The Procurement Value below is the total estimated cost of the procurement for the initial fixed term of the procurement. The requirements listed are the minimum thresholds to be met, best practice requires that the JVGC consider if the circumstances require, or there would be benefit in, completing additional processes above the minimum requirements.

Procurement Value (excl. GST)	Risk	Minimum Market Engagement	Payment Method	Agreement Type	Documentation Requirements
<\$2,000 and with approved JV Budget	N/A	1 verbal quote	Reimbursement, purchase card or Purchase Order – refer to section 3.1	Lead Member Purchase Order Conditions	Record quote in Lead Member document management system
\$2,000 to \$10,000 and within approved JV Budget	N/A	2 verbal quotes	Purchase card or Purchase Order – refer to section 3.1	Lead Member Purchase Order Conditions	Lead Member Verbal quote form attached to purchase order in finance system.
\$10,000 to \$50,000 and within approved JV Budget	N/A	3 written quotes	Purchase Order	Lead Member Purchase Order (up to \$25,000) or Contract	Quotes attached to purchase order in Lead Member finance system.
\$50,000 to \$150,000 and as	Low	3 written quotes		Contract or	
approved by the JVGC	High	Public Process		agreement format	
\$150,000 to \$300,000 and	Low	3 written quotes		approved by the	
as approved by the JVGC	High	Public Process		JVGC	
\$300,000 + and as approved by the JVGC	N/A	Public Process			

It is noted that any regulation introduced which impacts the market engagement methods above, the market engagement methods are automatically amended to comply with the requirements of the regulation.

## 2.18. Exemptions from market engagement methods

Council Officers can conduct a procurement process outside of the market engagement requirements at the discretion of the JV, in the following circumstances:

- (a) the Goods, Service or Works are of an urgent nature particularly in matters of an emergency including public health, security or safety;
- (b) only one or two suppliers could perform or supply the Goods, Service or Works due to the level of specialist expertise required (i.e. a demonstrated absence of competition for technical reasons) this also includes if a contract exists with a supplier where cumulative spend to date with that supplier means that Value for Money and risk mitigation justify continuing with the existing supplier for the new or related Goods, Service or Works;
- (c) installations where a change in supplier would necessitate the procurement of Works, Goods or Services that do not meet the requirements for interoperability or interchangeability;
- (d) the Works, Goods or Service are an extension of previously approved goods, service or works and the appropriate variation has been approved and processed;
- (e) the Works, Goods or Service are required as part of a grant, funding agreement, lease or similar arrangement specifically stating how the Goods, Service or Works are to be provided or undertaken;
- (f) where an existing contract has expired and the procurement process for the new contract has not been finalised and the existing contract needs to be temporarily extended on a rolling basis for a period of not more than six weeks;
- (g) where no quotes or tenders were submitted or no quotes or tenders were submitted that conform to the essential requirements of the specification document – in this instance direct contact with the supplier of choice may be appropriate;
- (h) where a ministerial exemption has been sought and provided;
- (i) where an existing contract is novated to a supplier to complete the Goods, Services or Works on substantially similar terms following completion of suitable due diligence;
- (j) where the acquisition is of a cultural or artistic nature i.e. a live show or art piece;
- (k) where a Council panel of providers has been established using a public process any secondary procurement process under the panel for Goods, Service or Works acquired from a panel member can be established as representing Value for Money by the Council Officer (noting that the requirements for awarding Goods, Service or Works under the panel contract must still be complied with); and
- (I) where the procurement is on the exemption list (refer to Appendix 1).

# 2.19.Public process

## 2.19.1. Requirements

All public procurement by the JV will be published on each individual Council's electronic portal and may be advertised in the media. Information regarding current procurements may be published on Council's website.

## 2.19.2. Evaluation

An evaluation panel will be established to evaluate each submission against the selection criteria for the public process. Evaluation panels can include external personnel and/or subject matter experts in order to ensure the best outcome for a procurement and must comprise of representation from each JV Member.

A Procurement Plan must be developed, approved and adhered to prior to the public process beginning. The Procurement Plan must set out the evaluation criteria to determine whether a proposed contract provides Value for Money including:

- a) both price (whole of life) and non-price factors (risk, quality and contribution to Council's sustainability objectives);
- b) mandatory criteria common to all procurements include: price, capability (skills, experience), capacity, methodology (approach), sustainability (local, social, economic and environmental); and
- c) specific criteria for local, social, economic and environmental sustainability objectives are determined on a project by project basis.

## 2.19.3. Shortlisting and Negotiations

Council may conduct a shortlisting process during any of the public processes including EOI, tender and quotation processes. Shortlisting can be based on any criteria but only in pursuit of the most advantageous outcome for the Council. Shortlisted tenderers may be invited by the Council to submit a best and final offer in relation to all or certain aspects of their respective tenders.

Once one or more preferred tenderers are selected, negotiations can be conducted in order to obtain the optimal solution and commercial arrangements within the original scope and intent of the tender.

## 3. PROCUREMENT METHODS AND PROCESS

## **3.1. Procurement Methods**

Council's standard methods for purchasing Goods, Services and Works are by:

- (a) reimbursement (for low value, low risk purchases which cannot be made with a purchase card);
- (b) purchase cards (recommended for procurements less than \$200);
- (c) approved purchase order; or

(d) other arrangements authorised by the JV as required by abnormal circumstances including emergencies. If petty cash or a purchase card is not used for the procurement, then an approved purchase order must be generated before committing to the procurement.

## 3.2. Procurement Processes Overview

Council's procurement processes are based on the principles outlined in this Policy.

In line with the Local Government Best Practice Procurement Guidelines 2013 (or as updated), Council may conduct negotiations in its tender documentation in order to better meet / achieve its value for money objectives. This negotiation process may include undertaking a Best and Final Offer (BAFO) process.

The Lead Member will maintain an appropriate contract management framework to govern and guide its contract management activities. The JV will proactively manage key contracts with nominated Council Officers from each JV Member and is responsible for the delivery of the contracted Goods, Services or Works to ensure that contract objectives are met

The JV recognises that in order to achieve sustainable value, appropriate relationships must be developed and maintained with suppliers. The JV is committed to:

- (a) managing existing suppliers, to ensure the benefits are delivered;
- (b) developing new suppliers and improving the capability of existing
- (c) suppliers where appropriate; and
- (d) communicating to potential suppliers via its website.

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## 4. GOVERNANCE

#### 4.1. Owner

Coastal Connect Joint Venture Governance Committee (JVGC)

#### 4.2. Review

The JVGC will review the policy for any necessary amendments no later than 4 years after its formulation or after the last review.

## 4.3. Compliance Responsibility

Party / Parties	Roles and Responsibilities
Joint Venture Governance Committee	Ensure that the policy is adopted by each of the Individual Councils. Ensure overall compliance with the policy.
Executive Manager – Digital Strategies and Shared Services	Ensure compliance with the policy by all Council Officers under their supervision or direction. Ensure policy implementation.
Executive Manager – Digital Strategies and Shared Services	Responsible for reviewing, updating and implementing policy
Council Officers	Compliance with the provisions of this policy.

## 4.4. Charter of Human Rights Compliance

It is considered that this policy does not impact negatively on any rights identified in the Charter of Human Rights Act (2007).

The JV is committed to consultation and cooperation between management and employees. The Council will formally involve elected employee health and safety representatives in any workplace change that may affect the health and safety of any of its employees.

## 1. APPENDICES

# Appendix 1 – Exemptions

The following procurements are either exempt from market engagement and/or the requirement for a Purchase Order. With the Chief Executive's approval, exemptions can be added or removed from this list at any time.

Category	Description	Exempt from market engagement	Exempt from purchase order
Inter JV Member transfers	Transfers of funding or reimbursement of expenses.	Yes	Yes
Utilities	Electricity, gas, water and telephone services. Note: market exemption where there is only a single provider e.g. Wannonwater and Powercor.	No	Yes
Insurance premiums and claims	WorkCover and other insurances.	Yes	Yes
Prescribed contracts	Legal services	Yes	No
Payroll expenses	Superannuation and PAYG.	Yes	Yes
GST	Goods and Services Tax payable.	Yes	Yes
Postage	Australia Post.	Yes	Yes
Vehicle registrations	VicRoads vehicle registrations.	Yes	Yes
Councillor expenses	Allowances and Reimbursements.	Yes	Yes
Refundable trust funds	Includes Security Bonds, Contract Retentions and other funds held in trust.	Yes	Yes
Collaborative procurement providers	Municipal Association of Victoria, Procurement Australia, State Government prequalified supplier list.	Yes	No
	EPA Victoria Levy.	Yes	Yes
Levies	Fire Services Property Levy.	Yes	Yes
State and Federal Statutory Fees	DELWP fees and charges and Regional Roads Victoria.	Yes	Yes
	Acquisition of Land and Buildings.	Yes	Yes
	Medical expenses.	Yes	Yes
	Venue hire.	Yes	Yes
	Fuel including Diesel (with relevant supplier).	No	Yes
	Memberships and subscriptions.	Yes	No
<b>0</b> #	External audit fees – Victorian Auditor- General's Office.	Yes	No
Other	Annual community grants.	Yes	Yes
	Professional workshop and conference registration fees and associated costs.	Yes	No
	Loans and investments.	Yes	Yes
	General advertising.	Yes	No
	Accommodation associated with provision of employment.	Yes	No
	Recruitment advertising.	Yes	No