



## Council Policy

### 3.5 – PROCUREMENT POLICY

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**All monetary values stated in this policy include GST unless specifically stated otherwise**

## 1 Purpose

The purpose of this Policy is to demonstrate the Colac Otway Shire Council's commitment to delivering leading practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance in accordance with Section 108 and 109 of the Local Government Act 2020 (Act).

## 2 Policy Principles

This policy is based on the following principles:

- a) The community has confidence that Council's policies and processes strive to deliver **value for money**;
- b) Suppliers and the community have confidence that there is **open and fair competition** in the market;
- c) There is **accountability** for all procurement activities;
- d) **Probity, integrity and transparency** ensures that the community and suppliers can readily access and understand how procurement occurs and can see that Council's policies and processes are consistent with relevant legislation and policy.
- e) **Risk management** is incorporated into procurement processes and decisions; and
- f) **Sustainable procurement** will generate benefits not only to Council, but to society and the economy, whilst minimising damage to the environment.

## 3 Scope

This policy applies to all procurement activities undertaken by Council and is binding upon Councillors, Council Officers and committees with procurement delegations.

This policy applies to agency staff, contractors and consultants undertaking any procurement activities on behalf of Council, noting that they have no financial delegation and cannot act as an Authorising Officer.

## 4 Background

The Act requires each Council to:

- 1) prepare and adopt a procurement policy which specifies the principles, processes, and procedures to be applied in respect of the purchase of goods and services and carrying out of works by Council; and
- 2) review its procurement policy at least once during each 4-year term of Council.

This Policy is consistent with the requirements of s108(2) of the Act and will:

- a) promote open and fair competition and deliver value for money;

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- b) provide consistency and control over Council's procurement activities;
- c) demonstrate accountability to ratepayers and residents;
- d) provide guidance on ethical behaviour within Council's procurement processes;
- e) incorporate best practice in all procurement activities;
- f) focus on sustainability in procurement with respect to social, economic and environmental factors; and
- g) promote collaborative procurement.

In accordance with the above objectives, Council's contracting and purchasing activities will:

- a) support Council's corporate strategies, aims and objectives, including but not limited to those related to sustainability, protection of the environment and social objectives;
- b) take a long-term strategic view of procurement needs while continually assessing, reviewing and auditing procedures, strategy and objectives;
- c) span the whole life cycle from initial concept through to disposal of an asset or the completion of a service contract;
- d) demonstrate that public money has delivered value for money;
- e) be conducted in an impartial, fair and ethical manner;
- f) seek continual improvement including harnessing innovative and technological initiatives such as electronic tendering processes to reduce activity costs;
- g) ensure that risk is identified, assessed and managed at all stages of the procurement process;
- h) comply with legislation, Council policies and other best practice requirements;
- i) use strategic procurement practices and innovative procurement solutions, in particular, making use of collaboration and partnership opportunities; and
- j) generate and support local businesses when value for money is evidenced.

## **5 Statement of Policy**

### **5.1 Implementing best practice principles**

Council purchases goods, services and works to support service delivery and the maintenance and development of infrastructure. Council's procurement processes are based on the following principles established in section 2 of this policy:

- a) Value for money
- b) Open and fair competition
- c) Accountability
- d) Probity, integrity and transparency
- e) Risk management
- f) Sustainable procurement

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### 5.1.1 Value for Money

Value for money is an overarching principle governing purchasing and disposal which allows the best possible outcome to be achieved for Council.

It is important to note that compliance with the purchasing specification is more important than obtaining the lowest price, particularly taking into account user requirements, quality standards, sustainability, life cycle costing and service benchmarks.

The principle of Value for Money underpins Council's procurement function. It 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. It is a common, internationally recognised test for benchmarking expenditure to achieve policy objectives.

#### 5.1.1.1 Achieving value for money

Achieving Value for Money will be facilitated by:

- a) developing, implementing and managing a procurement framework that supports the co-ordination and streamlining of activities throughout the life cycle;
- b) development, implementation and management of the local procurement strategy;
- c) effective use of competition;
- d) using aggregated contracts where appropriate;
- e) identifying and rectifying inefficiencies in procurement processes;
- f) developing cost efficient tender processes, including appropriate use of e-solutions; and
- g) working with suppliers to create relationships that are professional and productive.

Lowest price is not the sole determinant of value for money and a combination of cost and non-cost factors are considered, including:

- (a) all relevant total costs of ownership and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as, but not limited to holding costs, consumables, deployment, maintenance and disposal;
- (b) the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions, and any relevant methods of assuring quality, including but not limited to an assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications, service and support;
- (c) financial viability and capacity to supply without risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- (d) the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers; and
- (e) contribution to the advancement of Council's priorities and objectives.

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## 5.1.2 Open and Fair Competition

Council is committed to providing equal opportunity for all businesses, irrespective of their size and location, to bid for work through open and transparent market processes. Impartiality is to be maintained throughout the procurement process so it can eliminate the prospect of any bias in decisions and withstand public scrutiny.

### 5.1.2.1 Accessibility

Council's procurement processes should be accessible to all potential suppliers and contractors who wish to submit a tender/quotation. Consideration should be made to ensure that the submissions process can be accessed by individuals or organisations who have additional needs that relate to, but are not limited to the following:

- (a) people with disabilities;
- (b) cultural and language barriers;
- (c) age;
- (d) gender and gender identities; and
- (e) religion.

Suppliers with additional needs should receive the same courtesy, attention, information, and service as any other tenderers. Council must ensure that assistance at any stage of the process is available when needed. Some examples of assistance that may be required include:

- (a) support with the navigation of online systems;
- (b) ensuring site visits are accessible to all potential suppliers; and
- (c) understanding and interpreting forms and contracts.

Whilst Council Officers may be required to assist with the submission of quotation/tenders, they must not enter a submission on behalf of a potential supplier. Officers may not influence the content of the submission; the submission must be in the words of the tenderer only. In the process of assisting Council officers should not disclose any information that is not publicly available and accessible to other potential suppliers/contractors. Answers and information provided in response to any questions during the market engagement period through a tender process must be provided to all parties via Council's online platform.

### 5.1.2.2 Conduct of Councillors and Council Officers

Councillors and Council Officers must exercise the highest standards of integrity in a manner able to withstand the closest possible scrutiny. In accordance with sections 126-131 of the Act, Councillors and Council Officers have an overriding responsibility to act impartially and with integrity, avoiding conflicts of interest.

Councillors and Council Officers, must:

- (a) treat potential and existing suppliers with equality and fairness;
- (b) not use their position to seek or receive personal gain in procurement matters;

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- (c) maintain confidentiality of Commercial in Confidence information;
- (d) present the highest standards of professionalism and probity;
- (e) provide suppliers and tenderers with the same information and an equal opportunity to tender or quote for goods, services and works contracts;
- (f) be able to account for all decisions, and demonstrate and provide evidence of the processes followed;
- (g) not perform any work under any council contracts they are supervising (i.e. Council Staff cannot also work for the relevant supplier);
- (h) query incidents, decisions or directions that appear to contradict or deviate from Council's standards of ethics or probity, or established policies and procedures; and
- (i) ensure that this Policy and associated guidelines are adhered to in relation to any expenditure of Council funds.

### 5.1.2.3 Conflicts of Interest

Councillors and staff must avoid situations which may give rise to an actual or perceived conflict of interest or potential conflict of interest. A conflict of interest may be a 'general' or a 'material' conflict of interest.

A person has a general conflict of interest in a matter if an impartial, fair-minded person would consider that the person's private interests could result in that person acting in a manner that is contrary to their public duty.

A person has a material conflict of interest in a matter if an affected person would gain a benefit or suffer a loss depending on the outcome of the matter. The benefit or loss may be direct or indirect and pecuniary or non-pecuniary. Affected persons include, among others, the member of staff and their family members.

Staff involved in the procurement process, in particular, preparing tender documentation, writing tender specifications, opening tenders, participating in tender evaluation panels, preparing a recommendation report; and Councillors and council staff awarding tenders must:

- Avoid material or general conflicts of interest, whether actual, potential or perceived;
- Declare if they have a conflict of interest in respect of the procurement. Staff participating in tender evaluation panels must complete a conflict of interest declaration. Staff must declare any actual or perceived conflicts in line with Council's internal processes for reporting conflicts of interest; and
- Observe prevailing Council and Government guidelines on how to prevent or deal with conflict of interest situations; and not take advantage of any tender related information, whether or not for personal gain.

### 5.1.2.4 Gifts, Benefits and Hospitality

Councillors and Council Officers must not, either directly or indirectly, solicit or accept gifts or hospitality from any member of the public where:

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- (a) it is made during a procurement or tender process by a person or organisation involved in the process; and
- (b) acceptance could be perceived as endorsement of a good, service or work; or
- (c) acceptance would unfairly advantage the member of the public in future procurement decisions.

Councillors and Council Officers should refer to Council’s applicable Code of Conduct and Gifts, Benefits and Hospitality Policy (18.9) for more guidance regarding the declaration of gifts, benefits and hospitality.

#### **5.1.2.5 Competition and Consumer Act Compliance**

Council will comply with the *Competition and Consumer Act 2010* and other fair-trading legislation applicable to its operations. Council is committed to the public policy goals embodied by these laws, which include the protection and promotion of competition.

Council is committed to ensuring staff are informed of their obligations arising under competition and consumer legislation, and to not allow the following to occur:

- (a) restrictive trade practices (including price fixing and exclusionary provisions relating to a division of territories);
- (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 and/or unfair business practices.

#### **5.1.3 Accountability**

Accountability in procurement means being able to explain and provide evidence on the process followed to procure the goods, services or works. The test of accountability is that an independent third party must be able to see clearly that a process has been followed and that the process is fair and reasonable. All prospective suppliers and vendors will have the same information about the procurement to enable them to submit prices, quotations and tenders on the same basis. Council must adequately test the market in a consistent manner without any bias, or perception of bias, so that potential suppliers and the public have confidence in the outcome.

All processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with the Act, this policy, Council’s Procurement Procedure and related relevant Council policies and procedures.



#### **5.1.4 Probity, integrity and transparency**

##### **5.1.4.1 Probity Advisor**

The use of an external, independent probity advisor shall be considered, dependant on the complexity of the procurement process, where the procurement is deemed a 'Strategic' procurement in accordance with the complexity assessment, or when the value of the goods, services or works exceeds \$2,000,000 (including GST). The probity advisor ensures process compliance, governance and high standards in the conduct of the procurement activity. The role of the probity advisor includes, but is not limited to:

- (a) endorsement of the procurement plan;
- (b) attendance at briefing sessions and tender evaluation meetings; and
- (c) submission of an independent report.

The probity advisor will provide their independent report once the tender evaluation panel report is finalised.

The probity advisor's report will be presented to Council as a confidential information when Council approval to award a contract is sought through a resolution of Council.

##### **5.1.4.2 Probity Auditor**

A probity auditor's role is to focus on compliance to procurement processes according to the tender requirements, criteria and principles to ensure adherence to Council policies and procedures. A probity auditor does not provide advice or offer any solution to any probity issues that arise during a procurement process. Where a probity auditor is to be engaged, the Audit and Risk Committee will be informed at the next available meeting. On completion of the audit, a report on the findings will be issued by the probity auditor and a copy provided to the Audit and Risk Committee.

##### **5.1.4.3 Fraud and Corruption Control**

Council has zero tolerance to any fraudulent or corrupt behaviour.

Council will take all reasonable measures to prevent, detect and deal with fraud and corruption and will:

- (a) assess all alleged instances of fraud or corruption, and further investigate as necessary; and
- (b) pursue disciplinary, administrative, civil or criminal action as appropriate.

Council has developed a Fraud and Corruption Control Framework aimed at preventing fraud and corruption in the workplace and strengthening organisational integrity.

##### **5.1.5 Risk Management**

Risk management is to be appropriately applied at all stages of procurement activities. It is to be properly planned and carried out in a manner that will protect and enhance Council's capability. This is to prevent, withstand and recover from interruption to the supply of goods, services or works. Council will minimise its risk exposure by measures such as:

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- (a) standardisation of contracts including current and relevant clauses;
- (b) requiring security deposits where appropriate;
- (c) where required, referring specifications to relevant industry experts;
- (d) contracts must be fully executed before the commencement of the good, service or work; and
- (e) use of or reference to relevant Australian Standards (or equivalent).

The Procurement and Contracts Department provides assistance to Council Officers to obtain goods, services and works using the most appropriate purchasing method. This includes:

- (a) providing assistance and advice regarding Council's procurement procedures and delegations;
- (b) developing appropriate documents and forms used in the procurement process; and
- (c) management of all Council's tenders.

To protect the best interests of the Council, terms and conditions will be settled in advance of any commitment being made with a contractor or supplier. Any exception to this requirement exposes Council to risk.

#### 5.1.5.1 Procurement Plans

A Procurement Plan will be prepared for any procurement activity that is expected to result in a contract of value greater than \$150,000 (including GST) or assessed to have a high degree of complexity.

#### 5.1.5.2 Packages of Work

**5.1.6**—When planning a procurement activity, including when developing a Procurement Plan, consideration should be made as to whether work packages could be contracted to smaller or locally based suppliers to participate in the procurement activity. If it is identified that this may result in more responses and greater opportunities for local suppliers, then the requests for quotation or tender should be structured so that responses may be for single, multiple or all packages.

#### 5.1.75.1.6 Sustainable Procurement

Council is committed to reducing its environmental impacts and operating in a socially, financially and environmentally responsible manner. Council will use Council's procurement processes to deliver sustainable procurement outcomes where such purchases may be justified on value for money grounds.

For the purpose of achieving broad sustainability outcomes, balanced with overall value for money outcomes, Council will assign collective weighting for sustainability factors (listed below).

- Minimum combined weighting of 10%
- Maximum combined weighting of 20%

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As part of a request for quotation or request for tender quotation process, a weighting of up to 10% may be applied for any of the following single sustainability factors:

- a) environmental benefits;
- b) strengthening and building the economic growth of Aboriginal and Torres Strait Islander owned businesses;
- c) social benefits; and/or
- d) promoting economic benefits to the local region.

#### **5.1.7.15.1.6.1 Environmental Sustainability**

In its procurement and purchasing, Council will assess the following environmental benefits offered as part of its procurement activity:

- reducing greenhouse gas emissions
- increasing energy efficiency and the uptake of renewable energy
- application of the waste hierarchy
- promoting a circular economy
- using environmentally sustainable design principles
- conserving water conservation
- biodiversity protection

#### **5.1.7.25.1.6.2 Social Sustainability**

Social sustainability focuses on the social (or people) aspects of procurement and in particular social equity. Social equity goals address disadvantage and are underpinned by principles of diversity, acceptance, fairness, compassion, inclusiveness and access for people of all abilities. A focus is placed on people who are underrepresented and people with less opportunity.

Social procurement generates positive outcomes and contributes to building stronger communities by elevating the inherent social value of doing business. Where applicable within the context of purchasing on a value for money basis, Council will use procurement processes and purchasing power to generate positive social and economic outcomes for our community through exploring opportunities including but not limited to:

- a) engaging Social Enterprises for the procurement of goods or services;
- b) valuing suppliers that identify principles of inclusion, diversity and gender equity;
- c) promoting the use of suppliers/businesses where the ownership or majority of employment relates to Aboriginal and Torres Strait Islander people; and

Council is committed to actively participate in the Growing Regional Opportunities for Work (GROW G21) Program and will seek to incorporate specific GROW principles where possible.



### **5.1.7.35.1.6.3 Support for Local Content**

Council is committed to buying from local suppliers This is to acknowledge the suppliers whose activities contribute to the financial and social wellbeing of the municipality.

In every instance where the market engagement method is through request for quotation or tender, Council will shall seek at least one quotation from business within the Shire and if this is not possible it will seek at least one quotation tender from within 50km of the municipal boundary to encourage participation from regional businesses.

Council will also seek from prospective suppliers, where applicable, details of the economic contribution they will make to the Colac Otway Shire and the wider Barwon and South West regions of Victoria. Such examples may include:

- engaging and contracting with local suppliers;
- supply chain engagement of local sub-contractors;
- suppliers participation in any local apprenticeship and traineeship schemes;
- contributing to the financial, social and environmental wellbeing of the region; and/or
- enabling business expansion, growth and servicing of local business.

## **5.2 Market Engagement Methods**

### **5.2.1 Procurement Thresholds**

The policy requirements that must be complied with by Council Officers, including market engagement processes and contract awards are detailed in this policy and further supported by operational procedures.

#### **5.2.1.1 Calculating procurement thresholds**

Assessment of procurement thresholds will include:

1. The actual or expected value of a contract over the full contract period (including provision sums, provisional items and all options to extend);
2. The estimated cumulative expenditure with a certain Supplier for a similar form of goods, service or works in any 12-month period, inclusive of the total of existing contracts and the estimated value of the proposed contract; and
3. The extent to which it could be reasonably expected that Council will continue to purchase a particular category of goods, service or works, and what the total value is or could be reasonably expected to be purchased.

When consideration point 2 above, Council needs to consider the likely respondents to a request for quotation or request for tender process when assessing the expected purchasing threshold, particularly where there is a relatively limited number of likely suppliers, such as in the local market.



### 5.2.1.2 No splitting of contracts

Council Officers must not attempt to avoid the requirements of this policy by splitting what is essentially a single procurement into more than one part.

### 5.2.2 Existing Council Contracts, including panels

Council is committed to developing constructive long-term relationships with suppliers.

Existing Council contracts must be utilised for the procurement of goods, services and works unless the panel of providers cannot provide a specialist type of good, service or works.

### 5.2.3 Use of State Government and other Panels

Where possible officers must seek public tenders from the open market for all procurement above the thresholds.

Officers must not access State Government panels or any other external panels unless they have prior discussion and approval from the Property, Procurement and Contracts Department and/or Executive Leadership Team. This is to ensure the process remains competitive, is accessible to local suppliers and provides best value to Council.

### 5.2.4 Market Engagement Methods

The purchasing threshold calculated in accordance with the previous section will determine the market engagement method for the procurement of goods, services or works as outlined in the following table.

Procurement Threshold (Including GST)	Minimum Market Engagement	Payment Method	Agreement Type	Record Keeping
<b>Less than \$2,000</b>	Obtain one (1) written quotation *	Petty cash if less than \$100, Credit Card if less than \$2,000. Payment on Invoice	Written record of acceptance of quotation, or purchase order where appropriate.	Receipt of purchase.
<b>\$2,000 to less than \$30,000</b>	Seek two (2) written quotations	Payment on invoice.	Purchase order with terms and conditions.	Quotes and written quote form must be attached to the purchase order



Procurement Threshold (Including GST)	Minimum Market Engagement	Payment Method	Agreement Type	Record Keeping
<b>\$30,000 to less than \$150,000</b>	Seek a minimum of three (3) written quotations	Payment on invoice.	Purchase order with terms and conditions: <ul style="list-style-type: none"> <li>• for <u>works</u> up to \$50,000</li> <li>• for <u>goods and services</u> up to \$100,000</li> </ul> For contracts greater than the above limits, use a Contract with Instrument of Agreement	All RFT and RFQ submissions, panel reports or written quote forms must be attached to the purchase order
<b>\$150,000 to less than \$250,000</b>	Seek a minimum of five (5) written quotations, and receive at least two (2) written quotations	Payment on invoice.	Contract with Instrument of Agreement	All RFT and RFQ submissions, panel reports or written quote forms must be attached to the purchase order
<b>\$250,000 or greater</b>	Select or Public Tender (based on complexity assessment in Appendix 1)	Payment on invoice.	Contract with Instrument of Agreement	All RFT and RFQ submissions, panel reports or written quote forms must be attached to the purchase order

\* For purchases less than \$2,000 (including GST) an advertised retail price is treated as a quotation for the purpose of this policy.

The above are minimum requirements only.

If a better value for money outcome may be achieved Council Officers are to:

- Seek further quotations in excess of the minimum specified
- Conduct a Tender process in lieu of a Request for Quotation.

In instances where the minimum number of quotations sought are not received, Council Officers must provide documentation to demonstrate that there were genuine attempts to source the desired number of quotations. The Authorising Officer is able to progress with the procurement, unless it would be considered inappropriate to proceed.

No market engagement should commence until it is authorised by an Authorising Officer.





### 5.2.5 Collaborative Procurement

In accordance with section 108(c) of the Act, Council will first give consideration to collaboration with other councils and public bodies or utilise existing collaborative procurement arrangements when procuring goods, services and works in order to take advantage of economies of scale.

Council will actively pursue opportunities to collaborate and work across municipal boundaries to improve procurement outcomes, maximise savings and benefits, share better practices and achieve enhanced value for money outcomes or other community benefits.

When a report for a procurement is presented to Council for approval, it will include information relating to any collaborative arrangement opportunities that were explored as part of the procurement process.

#### 5.2.5.1 Identifying collaborative procurement opportunities

To aid in the identification of collaborative procurement opportunities, the responsible manager will maintain a Collaborative Procurement Register that will identify:

- Council contracts with a minimum value of \$500,000 (per annum for the ongoing supply of goods or provision of services or works).
- Other contracts which, due to the subject matter, nature or scope, are likely to deliver operational efficiencies if procured in collaboration for consideration as a possible joint procurement opportunity; and
- Projects that are bespoke or unique to Council (e.g. unique construction or works projects), which will be excluded from collaboration.

The overarching strategic aim of collaboration is for communities to benefit from the productive use of Council resources. Where benefit to the community, either directly or indirectly is unlikely to be achieved, a collaborative approach should not proceed.

#### 5.2.5.2 Participating in a collaborative procurement

Modification of Council's standard Procurement Policy requirements may be necessary to achieve the optimum benefits available from collaborative procurement opportunities.

Various models of collaborative procurement exist, each present varying challenges, governance and probity complexities, which without appropriate planning may otherwise limit Council's ability to participate in cooperative purchasing arrangements.

The standards set out in the Best Practice Principles of this Policy will continue to apply for all collaborative procurement.

#### 5.2.5.3 Reporting requirements

When a report for a procurement is presented to Council for approval, it will include information relating to any collaborative arrangement opportunities that were explored as part of the procurement process including:



- a) The nature of those opportunities, if any, and councils or public bodies with which they are available; and
- b) Why Council did, or did not, pursue the identified opportunities for collaboration in relation to that procurement process.

### 5.2.6 Public Tender Process

The table below outlines the main processes undertaken for a public tender.

Stage	Process
Advertisement	Tender advertised via Colac Herald, online through online tender portal. Council officers may elect to also place advertisements in other medium forums such as the Geelong Advertiser, The Age, the Herald Sun or through relevant industry associations. Council officers may also opt to place advertisements on relevant approved social media platforms.
Tender Period	Tender period is a minimum of 21 calendar days. A late tender is a submission that has not been received in the electronic Tender Box prior to the published tender closing date.
Tender Evaluation	Tender submissions are provided to the evaluation panel members excluding the pricing elements. Each panel member scores the submissions independently of other evaluation panel members. Once all evaluation panel members have scored the tenders, a moderation meeting is chaired by a member of the Procurement and Contracts Department where the pricing elements are disclosed and incorporated into the non-price criteria to determine an overall score for each Invitee.
Contract Award	The decision to award or not award a contract can only be made by a delegate who has the authority (financial delegation) to commit the relevant sum of money. The decision is made after consideration of the evaluation report. Once approved, the Procurement and Contracts Department notify the successful and unsuccessful Invitees of the procurement outcome. Unsuccessful Invitees are provided an opportunity to receive feedback on their submission.

Conflicts of interest should be regularly assessed through all parts of the tender process above, and any officer that identifies a potential conflict of interest must remove themselves from any further participation in the process.

### 5.2.7 Late tenders

A late tender is a submission that has not been received in the electronic Tender Box prior to the published tender closing date.

Council staff shall not accept a late tender.



### 5.2.8 Alternative Proposals

Invitees are encouraged to offer options or solutions which may, in an innovative way, contribute to Council's ability to carry out its business in a more cost-effective manner. These may be related to:

- (a) the outputs, functional, performance and technical aspects of the requirement;
- (b) minimisation of environmental impact; and/or
- (c) opportunities for more advantageous commercial arrangements.

Where an Invitee submits an alternative proposal which meets the requirements of a request for tender, the offer must also include any supplementary material (including such pricing and costing details as may be necessary to enable Council to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve all the specified requirements, together with references as to why the additional features may be advantageous.

Council reserves the right, in its absolute discretion, to consider an alternative tender provided the invitee has met the mandatory evaluation criteria. If an invitee submits an alternative tender, it must also:

- (a) submit a complying tender; and
- (b) submit a copy of the clearly identified alternative tender in a marked-up form, which identifies all departures from the complying tender.

Council also reserves the right to consider an alternative tender without offering other respondents the opportunity to revise their response on the same basis.

### 5.2.9 Third party financial relationships

Where a respondent to a RFQ or RFT proposes that a third party has a financing role (i.e. where Council directly pays the third party rather than the supplier) then both contracts/agreements must be approved via Council resolution regardless of the value.

Request for Council approval will be via a single officer's report that details all contracts and arrangements, including measurement and payment arrangements.

### 5.2.10 Zero tender submissions process

If a request for tender fails to result in any eligible tender submissions, Council may do one of the following:

- (a) undertake new procurement process by way of inviting open RFT based on the same or different details;
- (b) undertake new procurement process by way of inviting selective RFT from persons interested in tendering for the proposed contract;
- (c) undertake new procurement process by way of inviting selective RFT from persons interested in tendering for contracts of the same kind as the proposed contract;
- (d) undertake tender negotiation process as per section 5.2.11;



- (e) carry out the requirements of the proposed contract itself.

### 5.2.11 Direct Tender Negotiation

In situations where the procurement policy has been followed, and a tender process has failed to result in the acceptance of any tender submission, Council may decide by delegation or resolution to enter into direct negotiations with any person or persons with the intention to enter a contract.

Any direct tender negotiation must be conducted in accordance with this section.

- The delegation or resolution of Council must state the reasons for declining to advertise and invite fresh tenders.
- Council will establish any conditions or limitations on the negotiation via resolution prior to commencement of any negotiation.
- Direct tender negotiations must not occur with any supplier that was involved in, or privy to, the initial tender process.
- Council must not use such tender negotiations as an opportunity to trade-off one tenderer's prices against other tenderers' prices in order to obtain lower prices.

When the decision to undertake direct negotiation with one supplier, buyer or proponent has been made, Council will demonstrate commitment to a fair and accountable process by ensuring the following:

- (a) Council's CEO is provided with a negotiating plan prior to commencement and is provided with updates of progress as appropriate;
- (b) Council officers conducting the negotiations have high level skills, training and experience in commercial negotiations;
- (c) A team approach is taken to the negotiations, led by a suitably qualified experienced senior person and consideration is given to including an independent observer or probity auditor;
- (d) The negotiation process is adequately resourced;
- (e) Preparation of a negotiation plan and strategy includes aims, objectives, constraints and agreed minimum bargaining positions;
- (f) A formal communication protocol is adopted and agreed by both parties, which covers regular meetings, written exchanges, document exchanges, dealing with urgent matters, 'critical' issues meetings, recording of meetings and the roles and responsibilities of all team members;
- (g) Expert technical and legal advisers are involved at the appropriate times;
- (h) Appropriate confidentiality is maintained;
- (i) Following completion of the negotiations, an evaluation is conducted to assess whether the aims of the negotiations were achieved; and
- (j) comprehensive documentation of the planning, process and results of the negotiations is maintained.

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### 5.2.12 Exemptions from Market Engagement Methods

An exemption to the Market Engagement Methods and procedures should only be considered in exceptional circumstances. Potential exemptions must be considered **prior** to seeking or receiving any quotation or tender for works.

This policy recognises this principle and therefore exemptions are limited under this policy to the following circumstances:

- (a) in matters of *emergency* including public health, security or safety as a result of an unforeseen event or occurrence;
- (b) installations where a change in supplier would necessitate the procurement of goods and services that do not meet the requirements for interoperability or interchangeability;
- (c) an absence of competition; there is one or a limited number of available tenderers in the market or suppliers able to submit quotations;
- (d) the goods, services or works 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;
- (e) the goods or services are being supplied through a renewal or extension of the term of a contract (the original contract) where;
  - i. the original contract was administered through a public tender process;
  - ii. the invitation for tenders contained provisions for the renewal or extension of a contract;
  - iii. the original contract contains an option to renew or extend its term; and
  - iv. the supplier's tender included a requirement for such an option.
- (f) where the acquisition is of a cultural or artistic nature i.e. a live show or art piece;
- (g) the marketplace is restricted by statement of license or third-party ownership of an asset;
- (h) Council is party to a joint arrangement where Council jointly owns the Intellectual Property with a third party provider;
- (i) it is not in the interest of the public to apply the procurement thresholds; and
- (j) where the procurement is on Council's procurement exemptions list (refer to **Appendix 2**).

The above exemptions require approval by a General Manager, or the Chief Executive Officer where the anticipated contract amount is higher than the financial delegation of the General Manager. Requests for an approval of exemption to the Market Engagement process must be documented in a manner that demonstrates that the circumstances listed in this section apply.

All other exemptions to the Market Engagement processes require approval the approval of the Chief Executive Officer and must be supported by a detailed report justifying the need for an exemption to be granted.



All exemptions to the Market Engagement processes will be recorded in the Procurement Exemption Form and recorded in the Procurement Exemption Register managed by the Property, Procurement and Contracts Department as follows:

- i. A register of ‘*Specified Exemptions*’ that meet circumstances (a) to (j) listed in this section; and
- ii. A register of ‘*Other Exemptions*’ that are outside the circumstances (a) to (j) listed in this section.

The register of Other Exemptions shall be presented to the Audit and Risk on a quarterly basis (noting that these committee agendas are also presented to a Council Meeting).

## 6 Financial Delegations

Delegations empower Council Officers and Delegated Committees with the authority to make binding decisions on behalf of Council, and are a function of administration expressed, in ordinary terms, as ‘who can do what’.

Authorising Officers with financial delegation have authority to commit funds for procurement purposes within the budget approved by Council. This enables Council to conduct procurement activities in an efficient and timely manner while maintaining transparency and integrity. Council officers are not authorised to enter a contract on behalf of Council where the Contract Value exceeds their financial delegation.

For more information on delegations Council Officers should refer to S7 Instrument of Sub-Delegation from CEO to Council staff.

## 7 Contracts

This section applies to formalised Contracts with an Instrument of Agreement.

### 7.1 Contract Documents

All contractual relationships must be documented in writing based on Council’s standard terms and conditions.

### 7.2 Contract Terms and Conditions

Contractual terms and conditions must be settled prior to issue of the Acceptance Letter or Award Letter and the Contract Documents, or any commitment is made to the supplier. To facilitate this, Council's proposed contractual terms and conditions must be issued as part of any request for quotation/tender documentation (on all purchases over \$50,000 including GST) to ensure that suppliers are fully aware of the contractual terms and conditions that will be the basis of any contractual relationship between the parties.

Council will generally use contract documents with conditions that are based on the suite of contracts developed by Standards Australia, with all amendments to standard conditions clearly identified and documented.



The conditions of tendering and of the contract (standard and amended) will be documented and available at the time of commencing market engagement, inclusive of the criteria and relative weightings that will form the basis of assessment of tenders.

### 7.2.1 Contract KPIs

Key Performance Indicators should be considered for inclusion in all contracts and are mandatory in all service contracts with a value in excess of \$500,000 (including GST).

### 7.2.2 Deviations from standard terms and conditions

Council officers are not to accept changes to Council's standard terms and conditions proposed by a supplier and / or any agreements provided by an external supplier under any circumstances.

In the event that difficulties are encountered with a supplier accepting Council's standard terms and conditions of the contract, no changes are to be accepted without prior consultation and agreement with the Manager of Property, Procurement and Contracts and written approval from the CEO. Such approval is to be supported with procurement, risk management and legal advice as relevant.

### 7.3 Contract Insurance

Insurance required under a contract shall be as per the following table.

Type of Contract	Type of Insurance	Minimum Level Required
Goods and Services	Public Liability	\$20 million
	Professional Indemnity	\$5 million
	Products Liability	\$10 million
	Workcover/Motor vehicle	As required
Panel/Annual Supply/Works	Public Liability	\$20 million
	Professional Indemnity	\$10 million (if required)
	Products Liability	\$20 million
	Workcover/Motor vehicle	As required
Consultants (including consultants on a panel)	Public Liability	\$5 million
	Professional Indemnity	\$5 million
	Products Liability	As required

Higher levels of insurance should be considered when assessing the procurement complexity and preparing the Procurement Plan.

Variations to the above insurance requirements can only be approved by the Chief Executive Officer.

### 7.4 Contract Establishment

Contracts must be signed or executed only by an Authorising Officer with the required level of financial delegation.



The Manager of Property, Procurement and Contracts must review all contracts prior to the documents being presented to the Authorising Officer for their approval and issuance to the Contractor.

An appropriately skilled and experienced Contract Manager, Contract Superintendent or Contract Supervisor who is responsible for management of the contract must be appointed at the establishment of every contract.

The Contract Manager may delegate or assign particular functions or obligations to another staff member but remains responsible for management of the contract.

Where a dispute concerning the contract arises, the Contract Manager is to take a leadership role in dispute resolution.

## **7.5 Contract Management**

Council will proactively reinforce the performance of obligations and responsibilities under a contract by applying best practice contract management disciplines.

Good contract management ensures goods, services and works are delivered to the required standards of quality and quantity as intended by the contract through:

- (a) Establishing a system monitoring and achieving the responsibilities and obligations of all parties under the contract;
- (b) Providing a means for the early recognition of issues and performance problems and the identification of solutions;
- (c) Adhering to Council's risk management framework and relevant Occupational Health and Safety and sustainability requirements.

Council contracts are to include contract management requirements commensurate with the complexity of the procurement.

## **7.6 Variations to the Contract**

All contract variations, including monetary or non-monetary variations, must be documented and appropriately approved.

Variations should not be used to mask poor performance or serious underlying problems, including poor project scoping and/or omissions from specifications.

The effect on original timeframes, deliverables and value for money should be assessed. If the effects are significant, senior management and other stakeholders need to be consulted and/or advised.

A variation to a contract must be approved by an Authorising Officer with adequate financial delegation to approve the adjusted contract sum unless the Council has appointed the CEO or a senior officer to act in the role of Principal or Superintendent on behalf of the Council. This authorisation does not over-ride this policy unless it is clear in the resolution of Council.

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A variation should not be approved that results in the Total Estimated Project Cost (TEPC) exceeding the Total Project Budget (TPB) unless the variation is required to address:

- a. a workplace health and safety issue; or
- b. a matter that would result in non-compliance relevant legislation or regulation;

and seeking a resolution of Council to adjust the project budget would result in a material delay that is expected to incur a similar or greater cost than the proposed variation.

If a variation is approved and the Adjusted Contract Sum results in the TEPC exceeding the Total Project Budget:

- a. the Executive Management Team will be advised promptly; and
- b. Council will be asked to approve a budget adjustment via Council resolution with the reason for the variation documented with the request for adjustment.

When Council approval for a budget adjustment is sought prior to approval of a variation, the approval may include an estimate for future variations, to provide the CEO with the authority to approve future variations without exceeding the budget.

Cumulative variations on a single contract that exceed 30% of the Original Contract Sum will be reported to the Executive Management Team monthly.

Cumulative variations on a single contract that exceed 30% of the Original Contract Sum will be reported bi-annually to the Audit and Risk Committee, where the total value of the cumulative variations exceeds \$150,000 (including GST).

### **7.7 Claims under the Contract**

The Contract Manager, Superintendent or Contract Supervisor must accept, assess and consider any claim submitted by a Supplier in accordance with the relevant terms and conditions of the contract, including timeframes for the Superintendent's decision.

The Superintendent is responsible for ensuring that there are records of:

- a. The claim made and all supporting documentation to substantiate the claim;
- b. Their assessment of the claim with reference to all relevant clauses in the Conditions of Contract; and
- c. The Superintendent's determination.

The CEO will be advised of any claim submitted that could result in a payment to the supplier of greater than \$50,000 (including GST) prior to the Superintendent formalising their determination.

If the Superintendent determines to accept a claim that results in a cost that results in the TEPC exceeding the TPB:

- a. the Executive Management Team will be advised promptly; and



- b. Council will be asked to approve a budget adjustment via Council resolution with an explanation for the request for adjustment.

Cumulative claims on a single contract that exceed 30% of the Original Contract Sum will be reported bi-annually to the Audit and Risk Committee, where the total value of the cumulative variations exceeds \$150,000 (including GST).

### 7.8 Contract Extensions

In order for an extension to be approved a contract performance review must be undertaken including a thorough assessment of KPIs and performance against the contract.

Prior to approval there needs to be assurance that there is still best value present and the criteria / principles in the original evaluation have been re-assessed and re-considered.

Where all opportunities for an extension allowable under an existing contract have been exhausted and circumstances are such that there is a critical requirement to extend the contract further the CEO may approve an additional extension where:

- a. the procurement process to replace the contract has commenced, and where the tender process or negotiations will take or are taking longer than expected; or
- b. an interim short-term arrangement with an alternative supplier is considered not to be in the public interest, as it may be cost prohibitive and/or present a risk in the delivery of critical public services to the municipality.

### 7.9 Contract Completion

A contract is considered complete when all activity associated with the contract has ceased and all accounts have been paid. Tasks that may be required by the Contract Manager/Owner at the completion of a contract include:

- ensuring the contract deliverables to ensure that the goods or services have met the contract requirements;
- ensuring that permits and approval conditions have been satisfied;
- confirming that contract records are complete and accurate;
- acquitting any external grants provided to Council;
- ensuring any defects, omissions or outstanding services have been rectified, completed or delivered;
- issuing a certificate of practical completion and final certificate;
- returning any security held.

### 7.10 Contract Evaluation

In order to continually improve its procurement and contract management processes and outcomes, Council will evaluate and seek to improve on all aspects of procurement and contract management, in accordance with its documented procurement processes.

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## 8 Other Policy Matters

### 8.1 Roles and Responsibilities

These management positions are responsible for the implementation, communication and compliance monitoring of the policy in their work areas:

Party / Parties	Roles and Responsibilities
Chief Executive Officer	Ensure overall organisation compliance with the policy.
General Managers	Ensure compliance with the policy by all Council Officers under their supervision.
General Manager Corporate Services	Overall responsibility for the policy implementation and compliance.
Managers	Ensure compliance with the policy by all Council Officers under their supervision.
Manager Property, Procurement and Contracts	Responsible for reviewing, updating and implementing policy. Together with the Procurement and Contracts Department, primary source for procurement advice, training and guidance.

### 8.2 Disclosure of Information

The commercial interests of existing and potential suppliers must be protected. Confidentiality of information provided by existing and prospective suppliers must be maintained, particularly commercially sensitive material such as, but not limited to prices, discounts, rebates, profit, manufacturing, intellectual property and product information. The *Freedom of Information Act 1982* provides members of the public with a legally enforceable right of access to documents held by Council, subject to certain restrictions (or exemptions) that are set out within the legislation. Where practicable, Council will consult with businesses to seek their views before making a determination on whether to release documentation to a Freedom of Information (FOI) applicant.

At no stage should Councillors or Council Officers have discussions with potential suppliers about active procurements prior to the approval process being finalised, other than authorised procurement negotiations. Councillors and Council Officers should take care that their duty to consider issues fairly and properly is not compromised by participating in discussions with suppliers where the intent of the supplier is to improperly influence a Councillor's or Council Officer's decision-making in procurement related matters.



## 8.3 Document Management

### 8.3.1 Record Keeping

Council Officers need to ensure that all records relating to procurements are stored in Council's record management database. This is to ensure that:

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

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).

## 9 Definitions

In this Policy:

**Act (the)** means the *Local Government Act 2020* (as amended)

**Authorising Officer** means a Colac Otway Shire Council employee who has a formal sub-delegation from the Chief Executive Officer and is authorised to enter contracts and approve expenditure on behalf of Council within a specific monetary limit.

**CEO** means the Chief Executive Officer of Colac Otway Shire Council.

**CEO Delegation** means the financial delegation of the Chief Executive Officer as approved by Council.

**Claim** includes any claim, action, demand or proceeding by the Supplier against Council, whether under or arising out of the Contract or otherwise.

**Collaborative Procurement** means a contract established by a council, government or a nominated agent, aggregator or other approved entity, for the benefit of multiple state, federal and/or local government entities and that achieves value for money by leveraging combined economies of scale.

**Conflict of Interest** means where a Councillor or Council Officer has private interests that could influence, or be seen to influence, their decisions or actions in the performance of their public duties, defined under the Act as a general or material interest.

**Contract** means an agreement between two or more authorised persons on behalf of their organisations to perform or not perform a specific act/s that is enforceable in law. A contract may be verbal or written or inferred by conduct. Contracts subject to this policy relate to agreements between Council and another party who has agreed to provide goods or services to Council or undertake works on behalf of Council.

**Contract Management** means the process that ensures all parties to a contract fully meet their respective obligations as efficiently and effectively as possible, in order to deliver the contract objectives and provide value for money.



**Contract Manager** – see Superintendent

**Contract Supervisor** – see Superintendent

**Contracted Supplier Panel List** means a list of suppliers that have been appointed for the supply of goods and/or services following a public Tender process undertaken by Council.

**Council** means Colac Otway Shire Council.

**Councillor** means a person who has been elected to the office of Councillor of Council.

**Council Officer** means a current member of Council staff with the authority to engage in activities on behalf of Council.

**Emergency** means a sudden or unexpected event which constitutes a risk to life or property requiring immediate action, and which may require the immediate procurement of goods/services/works to provide relief, business continuity or public safety.

- a) an earthquake, flood, windstorm or other natural event;
- b) a fire;
- c) an explosion;
- d) a road accident or any other accident;
- e) a plague or an epidemic or contamination;
- 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;
- g) a hi-jack, siege or riot; and
- h) a disruption to an essential service.

**Expression of Interest (EOI)** means an invitation for interested persons to provide information for the provision of the goods, services and works which are generally set out in the overview of requirements contained in a document. An Expression of Interest is not an offer or a contract. An EOI can be part of a multi-stage tendering process.

**Evaluation Criteria** means the criteria that are used to evaluate the compliance and/or relative ranking of proposals. Evaluation criteria must be clearly stated in the request for tender.

**GROW G21** is an initiative established by the G21 Geelong Region Alliance built on the collective impact model, we bring together individuals, community organisations, businesses, and government to address entrenched disadvantage through employment.

**Goods, Services or Works** means the deliverable(s) the preferred Invitee will be required to provide to Council, once the conditions of contract have been agreed between the preferred Invitee and Council.

**Grant** means a sum of money given by Colac Otway Shire Council to an eligible recipient (grantee) for a particular purpose following an application and assessment process.

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**Indigenous Procurement** means purchasing from a business that is owned and operated by an Aboriginal or Torres Strait Islander person(s).

**Invitee** means a company, person or entity (including representatives) 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.

**Local Content** means the labour, materials, plant and supervision that is sourced from within Colac Otway Shire.

**Market Engagement Method** means the market mechanism for the procurement of goods, services or works.

**MAV Contracts** means the Municipal Association of Victoria. These contracts are created through the Municipal Association of Victoria, for the supply of goods and services.

**Negotiation** means a process of arriving at an agreement on the conditions of a contract, through discussion between Council and tenderer/tenderers.

**PA Contracts** means Procurement Australia contracts. These contracts are created through Procurement Australia, for the supply of goods.

**Probity** within local government, the term “probity” is often used in a general sense to mean “good process”. A procurement process that conforms to the expected standards of probity is one in which clear procedures that are consistent with Council’s policies and legislation are established, understood, and followed from the outset.

**Probity Advisor** ensures process compliance and helps ensure high standards of probity in the conduct of the procurement activity.

**Probity Auditor** means an independent scrutiny after completion of a procurement process and expresses an objective opinion to whether the probity principles and standards were adhered to.

**Procurement** means the process involving all activities following the decision that a good or service is required. It involves the acquisition of goods and services and the disposal of goods.

**Procurement Plan** means a document prepared prior to commencing a procurement process (having consideration to the objectives, complexities and expected contract value) to detail the intended process to be followed throughout the approach to market; including but not limited to the criteria by which submissions will be evaluated.

**Public Tender Process** means the process of inviting parties via public advertisement to submit an offer by tender followed by evaluation of submissions and selection of a successful bidder or tenderer in accordance with pre-determined evaluation criteria.

**Request for Quotation (RFQ)** means the process of inviting parties to submit a quotation followed by the evaluation of submissions and selection of a successful bidder.



**Request for Tender (RFT)** means the process of inviting parties via public advertisement to submit an offer by tender followed by evaluation of submissions and selection of a successful bidder or tenderer in accordance with pre-determined evaluation criteria.

**Requisitioning Officer** means a Colac Otway Shire Council employee who has system access to raise a purchase requisition. This employee will not necessarily have purchasing authority, in which case, the requisition, and associated documentation is forwarded to an Authorising Officer for consideration.

**Select Tender** means an approach to market which is directed to a select group of suppliers who are invited to submit a tender proposal. This process may follow an Expression of Interest.

**Superintendent** means the Council Officer or person appointed to perform the role of the Contract Manager, Superintendent or Contract Supervisor

**Supplier** means an external person or organisation from which goods, services and works are purchased, on behalf of Council, and in accordance with contractual obligations.

**Sustainable Procurement** means a strategic approach to meeting social, economic and environmental objectives by using procurement processes and purchasing power to generate positive social and environmental outcomes in addition to the delivery of efficient goods, services and works.

**Value for Money** means the achievement of a desired procurement outcome at the best possible price, not necessarily the lowest price, based on a balanced judgement of financial and non-financial factors relevant to the procurement.

**Variation** means any direction by the Superintendent to change the goods, services or works under contract, and generally results in deliverables, outputs, methodology or timeframes that differ from those in the contract. Note that *claims* by the supplier are considered to be different to variations.

## 10 References

This policy should be read in conjunction with the following:

- (j) *Competition and Consumer Act 2010*;
- (a) *Freedom of Information Act 1982*;
- (b) *Local Government Act 2020*;
- (c) *Privacy and Data Protection Act 2014*;
- (d) *Public Records Act 1973*;
- (e) *Security of Payments Act 2002*;
- (f) Council's Procurement Procedure;
- (g) Policy 16.2 Colac Otway Shire Council's Fraud and Corruption Control Policy;
- (h) Policy 18.2 Colac Otway Shire Council's Information Privacy Policy;
- (i) Policy 18.9 Colac Otway Shire Council's Gifts, Benefits and Hospitality Policy;
- (j) Corporate Procurement Card Procedure;
- (k) Corporate Procurement Card Operational Policy;

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- (l) Colac Otway Shire Council’s Staff Code of Conduct;
- (m) Colac Otway Shire Councils Councillor Code of Conduct;
- (n) S7 Instrument of Sub-Delegation from CEO to Council staff;
- (o) Environment Protection Act 2017; and
- (p) Local Government Best Practice Procurement Guidelines, 2024.

**11 Commencement**

The provisions of this Procurement Policy come into operation on the 1 July 2024.

**12 Document Control**

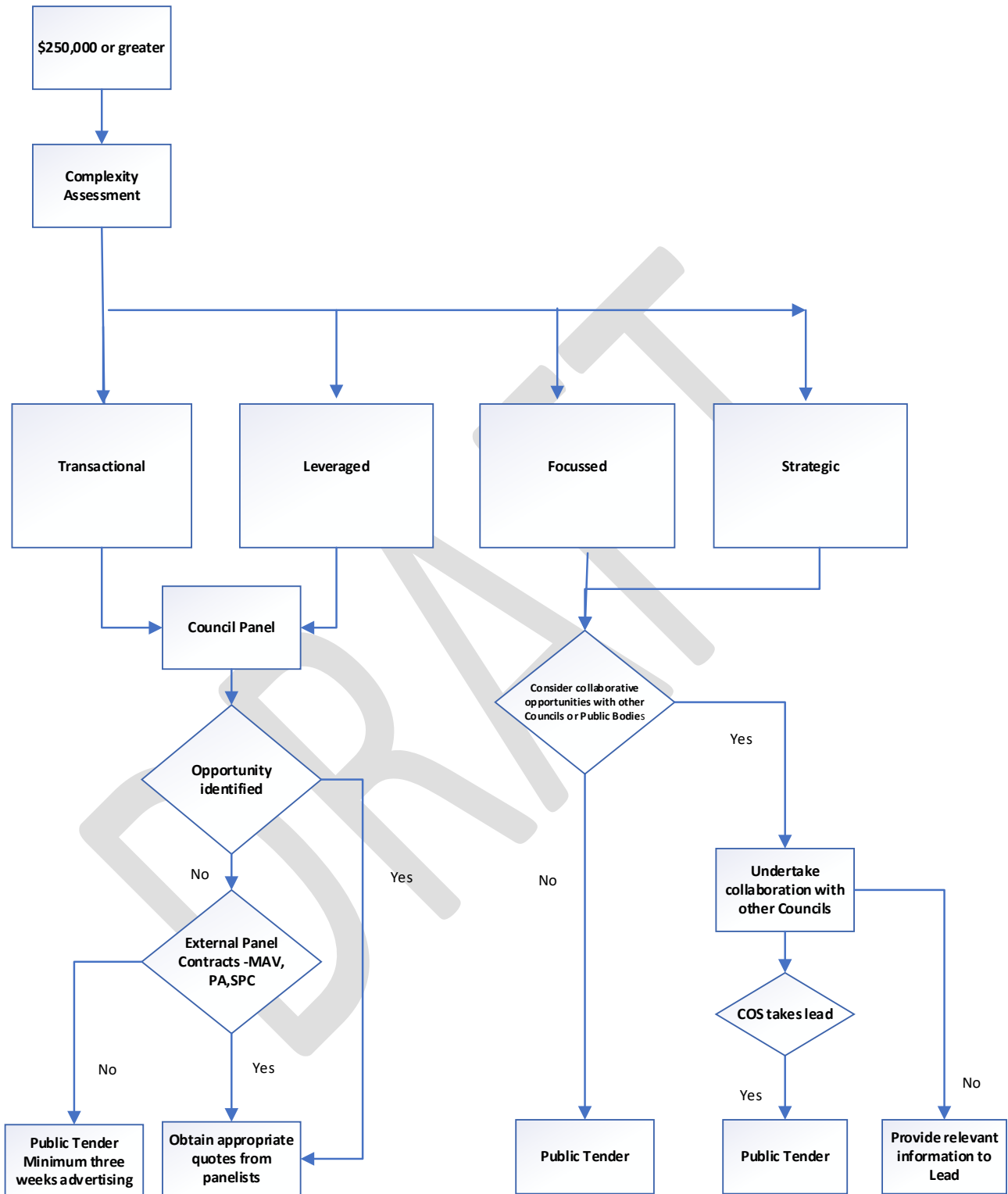
<b>Policy owner</b>	Manager Property, Procurement and Contracts
<b>Review date</b>	At least once during each term of the Council.

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## Appendix 1 – Complexity Assessment





## Appendix 2 – Exemptions

The following procurements are either exempt from market engagement and/or the requirement for a Purchase Order. With the Chief Executive Officer’s approval, exemptions can be added or removed from this list at any time. In these circumstances, the change shall be reported to the Audit and Risk Committee as part of the quarterly reports referred to in section 5.2.11.

Category	Description	Exempt from Market Engagement	Exempt from Purchase Order
Utilities	Electricity, gas, water and telephone services.	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
Levies	EPA Victoria Levy.	Yes	Yes
	Fire Services Property Levy.	Yes	Yes
Other	Acquisition of Land and Buildings.	Yes	Yes



Category	Description	Exempt from Market Engagement	Exempt from Purchase Order
	Medical expenses.	Yes	Yes
	Internal venue hire (e.g. COPACC, Bluewater).	Yes	Yes
	Diesel Fuel – Fisherman’s Co-Op. <i>To be removed once Port of Apollo Bay transfers to GORCAPA</i>	Yes	No
	Memberships and subscriptions.	Yes	Yes
	Software renewals.	Yes	No
	External audit fees – Victorian Auditor-General’s Office.	Yes	No
	Home Care Packages	Yes	No
	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
	Recruitment advertising.	Yes	No
	First Nation Corporations - Statutory Functions and Non-Competitive Functions.	Yes	No



Category	Description	Exempt from Market Engagement	Exempt from Purchase Order
	COPACC Performances - Where the acquisition is of a cultural or artistic nature i.e. a live show or art piece.	Yes	No
	Audit and Risk Committee Fees	Yes	No

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