

Kowanyama Aboriginal Shire Council

Procurement Policy



Policy Number:	KASC-STAT-009
Responsible Manager:	Executive Manager Corporate and Financial Services
Legislation:	Local Government Act 2009 Local Government Regulation 2012 Public Sector Ethics Act 1994 (Qld) Work Health and Safety Act 2011 (Qld)
Associated Documents:	Code of Conduct Councillor Code of Conduct
Approval Date:	10 July 2024

1. Background

- 1.1. A Procurement Policy is required under section 198 of the Local Government Regulation (Regulation), stating that:
- a local government must prepare and adopt a policy about procurement (procurement policy).
 - the procurement policy must include details of the principles, including the sound contracting principles, that the local government will apply in the financial year for purchasing goods and services.
 - a local government must review its procurement policy annually.

Additionally, a Contracts Manual is required under section 222 of the Regulation, applying the Sound Contracting Principles, achieving procurement consistency with the five-year Corporate Plan and any adopted contracting plan, and including how Council will deal with non-current assets with values less than the limits set in Schedule 4 herein.

It is also a requirement in compliance with the sound contracting principles, that all Council procurement occur with utmost probity.

This policy serves as both the Procurement Policy, Contracts Manual and Probity Plan.

2. Purpose

- 2.1. This document sets out Kowanyama Aboriginal Shire Council's (Council) policy for the purchase of goods and services and carrying out of the Sound Contracting Principles.

3. Scope

This policy applies to the purchase of all goods and/or services by all Personnel for and on behalf of the Council.

4. Terms and Definitions

- 4.1. In this policy definitions

Ethics Principles	means those core principles set out in the Public Sector Ethics Act 1994 (Qld), at section 4.
General Tender Process	means the Tender/EOI process set out in paragraph 10.1.
Genuine Emergency	means, in the context of an exemption from tender/ quotation requirements for Medium-sized contracts or Large-sized contracts, circumstances where a genuine emergency exists requiring the procurement of urgent goods and/or services. Examples of a Genuine Emergency include procurement to mitigate a threat of imminent harm to persons and/or property. For the avoidance of doubt, Genuine Emergency does not include circumstances caused by avoidable delay and lack of due diligence and planning, resulting in urgency (i.e., failing to call for tenders/ quotation earlier).
Goods and Services	means all goods and services of whatever nature (ie. mechanical, construction, legal, accounting etc).
Goods and Services Tax (GST)	All values quoted in this policy are exclusive of GST
Government Agency	means, <ol style="list-style-type: none"> a. the State, a government entity, a corporatised business entity, or another local government; or b. another Australian government, or an entity of another Australian government, or c. a local government of another State.
Large-Sized Contractual Arrangement	means a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$200,000 or more in a financial year, or over the proposed term of the contractual arrangement.
Local Government Principles	means those core principles set out in section 4 of the Act.
Local Supplier	means a supplier which: <ol style="list-style-type: none"> a. is beneficially owned by persons who are residents in the Local Government Area of Council; or b. has its principal place of business within the Local Government Area of Council.

Medium-Sized Contractual Arrangement	means a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$15,000 or more but less than \$200,000 in a financial year, or over the proposed term of the contractual arrangement.
Non-Local Supplier	means a supplier who is not a Local Supplier.
Permanent base of operations	means the registered business address within the Council Local Government Area and where most of the business undertaken (50% or greater) is within the Council Local Government Area.
Personnel	means collectively elected members, employees, agents, and contractors of Council.
Plant and Equipment	means plant and equipment which are above the nominated value thresholds for Council valuable non-current asset set out in Schedule 4.
Probity Plan	means the cumulative procurement requirements set out in this policy.
Purchase Order	means the official/ formal Council order to the supplier of goods and/or services.
Requisition	means an internal request for a purchase, creating a Purchase Order.
Sound Contracting Principles	is defined in clause 6.3 herein and section 104(3) of the Act.
The Act	means the Local Government Act 2009 (Qld).
The Regulation	means the Local Government Regulation 2012 (Qld).
Valuable non-current asset	means (as per section 224(5) of the Regulation): <ul style="list-style-type: none"> a. Land/ interest in land; or b. Another non-current asset that has an apparent value that is equal to or more than the limit set by Council (see Schedule 4), which cannot be more than that set at section 224(8) of the Regulation. At the time of preparation of this policy, those limits were: <ul style="list-style-type: none"> I. for plant and equipment - \$5,000; and II. for another type of non-current asset - \$10,000.

5. Acronyms and Abbreviations

5.1. In this policy:

KASC: means Kowanyama Aboriginal Shire Council

6. Policy

6.1. The procurement of all goods and services by Council must be carried out in accordance with the Act and the Regulation. Chapter 6, Part 3 (Default Contracting Procedures) of the Regulation applies.

6.2. Council's procurement activities aim to achieve legal and ethical outcomes by ensuring compliance by all Personnel with the Sound Contracting Principles (set out in clause 6.3 herein and section 104(3) of the Act) in the procurement of all goods and services by Council.

6.3. Personnel must have regard to the following Sound Contracting Principles in all procurement activities:

6.3.1. Value for money:

Council must harness its procurement power to achieve the best value for money. The concept of value for money is not restricted to price alone.

When assessing value for money, Council will consider:

- a. fitness for purpose, quality, services, and support; and
- b. whole-of-life costs including costs of acquiring, using, maintaining and disposal; and
- c. internal administration costs; and
- d. technical compliance issues; and
- e. risk exposure; and
- f. the value of any benefits to the local economy; and
- g. value for money through arrangements with Local Suppliers.

6.3.2. Open and effective competition

Procurement should be open and result in effective competition in the provision of goods and services in the Local Government Area. *Council* must give fair and equitable consideration to all prospective suppliers.

6.3.3. The development of competitive local business and industry

- a. Council's procurement activities must seek to proactively encourage competitive local business and industry.
- b. Council wishes to pursue the principle of development of competitive local business and industry as part of the process of making its purchasing decisions. For this purpose, Council may accept a tender or offer from a Local Supplier in preference to a comparable tender or offer from a Non-Local Supplier, even if the tender or offer from the Non-Local Supplier has been assessed overall as more favourable in terms of one or more of the assessment criteria applied (including but not limited to price), so long as the differences are not material, and so long as it is clear that the selected Local Supplier can meet Council's requirements at an acceptably high standard which is generally comparable to that of other offers.
- c. But for price, assessment of materiality of the difference between Local Suppliers and Non-Local Suppliers shall be subjective with respect to cumulative selection criteria responses. With respect to pricing however, the materiality threshold shall be >10% (ie. if a Local Supplier price is more than 10% the Non-Local Supplier price, these will not be considered comparable offers for the purposes of clause 6.3.3.2, with reference only to the pricing criteria).

6.3.4. Environmental protection

Consideration must be given to support and promote sustainable outcomes through ensuring the necessary balance between environmental, economic, and social aspects to maintain a high-quality environment as a source of competitive advantage such as:

- Prevention or minimisation of waste;
- Use of recycled products and recycling facilities;

- Conservation of energy in buildings and use of equipment;
- Control of order of quantities to avoid stock build-up, minimise storage requirements and reduce possible obsolescence;
- Where possible, specification of environmentally friendly products in invitation to offer documents; and
- Use of environmentally friendly products in the management of parks/recreational grounds and for weed control on roads and kerb sides.

6.3.5. Ethical behaviour and fair dealing

Personnel involved in procurement activities are to behave with impartiality, fairness, independence, openness, integrity, and professionalism, maintaining transparency and accountability in their discussions and negotiations with suppliers and their representatives consistent with the Local Government Principles and Ethics Principles

All Personnel must:

- a. Perform the procurement task honestly and without favour or prejudice;
- b. Spend Council funds efficiently and effectively and in accordance with the law and Council policy;
- c. Deal fairly, impartially and consistently with supplies and prospective suppliers;
- d. Keep confidential all sensitive information obtained as part of the procurement activity;
- e. Not have an actual conflict of interest in relation to the procurement activity; and
- f. Not seek or accept any remuneration, gift, or advantage.

6.3.6. Work Health and Safety considerations

In addition to the *Sound Contracting Principles* set out in clause 6.3 herein, consideration must be given to:

- a. Selecting suppliers on the basis they can meet the requirements of the Work Health and Safety Act 2011 (Qld) and associated legislation and Codes of Practice;
- b. Identification, verification, and communication of supplier duties in accordance with Council policies and procedures; and
- c. Monitoring supplier performance, including the review of Workplace Health and Safety performance.

7. Purchasing (General)

7.1. Purchase orders

The issue of a Purchase Order under the terms of contract represents the acceptance of an offer, thereby establishing a legally binding contract. It is important to note that Purchase Orders must be raised before the supply of goods and/or services, subject to certain exceptions, namely:

- | | |
|----------------------|---|
| • Utilities such as: | • Workers' compensation payments |
| • Electricity | • Insurance settlements |
| • Street lighting | • Other statutory body payments |
| • Telephone | • Investment transfers |
| • Mobile phone | • Reimbursements |
| • Internet | |
| • Donations | • Expenses paid by Corporate Credit Cards |

- Grants
- Sponsorships
- Electoral Commission fees
- Fire Levy payments
- Expenses paid by Petty Cash
- Expenses paid by Fuel Cards
- Motor vehicle registration
- Insurances
- Land valuation fees
- Long term supply contracts (require a buyer and a seller to commit themselves to a relationship for an extended period of time)
- Direct Payments and fees (bank charges etc.) or;
- Other purchases where the Chief Executive Officer has determined that a *Purchase Order* is not required.

7.1.1. Personnel must follow the Purchasing Process outlined in **Schedule 5**.

7.1.2. Purchase Orders must specify where and to whom the goods and/or services are to be delivered along with delivery instructions. Purchase Orders must contain a quoted price or estimated price apportioned to the relevant budget codes. For items where a Purchase Order is not required, sufficient documentation must be retained to identify why the payment was being made and what it was for.

7.1.3. Where an exemption to tender is utilised by Council for the purchase of goods and/or services (**see paragraph 8.2 herein**), details of the exemption must be provided on the Purchase Order itself (eg. where a Local Buy Prequalified Supplier Arrangement is utilised, the arrangement number must be cited on the purchase order).

7.1.4. Expenditure limits and threshold limits have been set in this policy at **Schedule 1** to ensure proper fiscal controls and checks are carried out on all purchases. These limits are also subject to having the required budgetary approval.

7.1.5. Requests for retrospective Purchase Orders (i.e., Purchase Orders issued after supply) may result in disciplinary action against both person(s) who raise the Purchase Order and approve.

7.2. Alternative payment methods to Purchase Orders

7.2.1. Use of Corporate Credit Cards must occur strictly in accordance with policy and procedure of *Council*.

7.2.2. Purchases up to \$100 (inclusive of GST) may be spent out of petty cash, provided:

- 7.2.2.1. Petty cash expenditure is to be in accordance with the current annual budget and cost coded accordingly.
- 7.2.2.2. Petty cash is only used when there is no other reasonable alternative for payment.
- 7.2.2.3. All petty cash payments are accompanied by a tax invoice/ receipt/ statement by a supplier.
- 7.2.2.4. Petty cash is managed in accordance with any relevant policy or procedure of Council.

7.2.3. Fuel purchases may be made using fuel cards. Authorised officers will provide a fuel card upon receipt of an approval request for use on travel for Council business use only. The fuel card and receipts are to be returned to the Authorised Officer as soon as practical after use.

7.2.4. Purchases up to a maximum transaction limit for individual card holders, excluding fixed assets, may only be made by delegated officers using a Corporate Credit Cards for low value, high volume goods or services. Transaction limits are listed in **Schedule 1**. Corporate Credit Cards may only be used in accordance with any relevant policy or procedure of Council, and where there is no other reasonable alternative for payment.

7.3. Acceptance questions

7.3.1. There is no requirement to accept the lowest quotation/price. However, where *Personnel* choose a quotation other than the lowest, they must provide a brief written justification which must be kept with the order.

7.3.2. The accepted quote must have regard to the Sound Contracting Principles.

7.4. Confirmation of Receipt of Goods

7.4.1. Immediately upon receipt, goods must be inspected for compliance with the order specifications and quantities and be reconciled with the order.

7.4.2. The supplier must be formally notified of any returns or shortfalls or damage to the goods received.

7.4.3. Credit requests will be raised, and shortages endorsed on the delivery documents to ensure that the accounts payable section pays only for the quantities received and authorised for payment.

7.5. Payment

7.5.1. Signed proof of satisfactory receipt/delivery of the goods/services must be provided to authorise payment to the supplier. This may be in the form of authorised signature on the face of the invoice showing date, approving officer name, approving officer position. Shortages, incorrect supplies, damaged goods, inadequate completion of services against scope etc (together "*defects*"). must be noted to the supplier and invoices must not be paid until defects are rectified by the supplier.

7.5.2. Unless otherwise negotiated or specified in the offer or on the invoice, payment will be made in accordance with *Council's* trading terms of not greater than thirty (30) days following the date of receipt of the invoice. *Personnel* must be aware of legislation and contracts requiring earlier settlement.

7.5.3. Settlement discounts will be noted by *Personnel* and processed within the nominated discount period.

7.5.4. Orders which may require cancellation must be referred immediately to the issuing procurement officer for appropriate action.

8. Goods and services

8.1. General Process (procurement of goods and services)

8.1.1. Dependent on the contract value of the goods and services, *Personnel* shall follow the procedures set out in **Schedule 2** of this policy.

8.2. Exemptions to General Process

8.2.1. For all contracts of any value, *Personnel* are exempted from compliance with the General Process in clause 8.1.1/ Schedule 2 herein, if one of the following exemptions is applicable to the proposed supplier of goods and/or services, namely:

- a. Supplier is on an approved contractor list; or
- b. Supplier is on a Register of Pre-qualified Suppliers; or
- c. Supplier is on a Preferred Supplier Arrangement; or
- d. Supplier is on a Local Government Arrangement (ie. Local Buy etc).

8.2.2. In addition to those exemptions in clause 8.2.1 herein, for all Medium-Sized Contractual Arrangements and Large-Sized Contractual Arrangements, *Personnel* are exempted from compliance with the General Process in clause 8.1.1/ Schedule 2 herein, if one of the following additional exemptions is applicable to the proposed supplier, namely:

- a. Council resolves to prepare and adopt a quote or tender consideration plan and procurement is consistent thereto; or

- b. Council resolves that there is only 1 supplier who is reasonably available to supply the goods and/or services required or
- c. Council resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders; or
 - I. genuine emergency exists; or
 - II. the contract is for the purchase of goods and is made by auction; or
 - III. the contract is for the purchase of second-hand goods; or
 - IV. the contract is made with, or under an arrangement with, a Government Agency.

9. Valuable non-current assets

9.1. General Process (valuable non-current assets)

9.1.1. Subject to the exemptions in clauses 9.2 and 9.3 herein, Council cannot enter into a *valuable non-current asset* contract unless it first:

- a. invites written tenders for the contract; or
- b. offers the valuable non-current asset for sale by auction.

9.1.2. Notwithstanding the limits set out in **Schedule 4**, all valuable non-current assets that have been identified as being obsolete or surplus to Council requirements, but with a written down value less than the set limits in **Schedule 4**, are to be offered for sale by inviting written quotations only.

9.2. Exceptions for Valuable Non-Current Asset contracts (excluding land/ interests in land)

9.2.1. Council may dispose of a valuable non-current asset (including land/ interests in land), other than by tender or auction, if:

- a. the asset was previously offered for sale by tender or auction but was not sold and is sold for more than the highest tender or auction bid that was received; or
- b. the asset is disposed of to a Government Agency or a community organisation; or
- c. Council disposes of the valuable non-current asset, other than land, by way of a trade-in for the supply of goods or services to Council, and the disposal is part of the contract for the supply.

9.2.2. In addition to those exemptions in 9.2.1 herein, any disposal of land/interest in land may also occur in accordance with section 236(1)(c) of the Regulation.

10. Tender

10.1. General tender process

10.1.1. Where a Tender/EOI is required (ie. an exemption in clauses 8 or 9 do not apply), the General Tender Process (along with templates to be used) shall be as follows:

Step	Description	Milestone	Preconditions	Templates (if applicable)
1	Design	Details of the Tender/EOI to be inputted into the template Tender Documents.	<ol style="list-style-type: none"> 1. Confirm Tender Evaluation Panel members, technical advisers, and <i>Council's</i> professional staff (if any) to be involved in the tender/EOI process. Confirm members' credentials and appropriateness for the tender/EOI process. 2. Check Tender Evaluation Panel members are familiar with and have access to all relevant legislation and policies. 3. As necessary, obtain confidentiality agreements from all external consultants working on the tender/EOI (see Schedule 7). 4. Check budget approval exists for tender/EOI. 5. Set up process for receipt, recording and acknowledging tenders/EOI. 6. Draft tender timetable, ensuring compliance with legislative requirements. 7. Set up confidentiality procedures. 8. Brief all staff involved. 9. Settle Tender Documents and submit for CEO approval. 	Tender documents suite, comprising: <ul style="list-style-type: none"> • Scope • Conditions of Tendering • General Conditions of Contract
2	CEO Approval	Obtain CEO Approval to the draft Tender Documents.		

3	Tender #	Issue Tender # and include on Contracts Register.		Contracts Register (can be filtered to contracts over \$200k for Step 10)
4	Publication	Advertising on social media and website. Tender must be out to market for no less than 21 clear days. Council may additionally elect to utilise platforms such as Vendor Panel for advertising and receipt of tenders (case by case).	<ol style="list-style-type: none"> 1. Check advertising arrangements are compliant. 2. Arrange tender/EOI briefing meetings. 3. Ensure that all tenderers have access to the same information. 4. Notify tenderers of any significant alterations that may occur in the future due to change of circumstances. 	Draft Advertisement
5	Receipt of Tenders	Receive and collate Tenders (generally via nominated tenders email address). Place into Record Management System along with draft Tender Evaluation Sheet for completion by Tender Evaluation Panel members.		
6	Tender Evaluation	Each Tender Evaluation Panel member independently completes Tender Evaluation Sheet. Tender Chair then pulls all scores together and consolidates into a single consolidated Tender Evaluation Sheet.	<ol style="list-style-type: none"> 1. Ask for conflict-of-interest declarations from Tender Evaluation Panel members. 2. Check tenders are received according to Conditions of Tendering. 3. Complete Tender Evaluation Sheet individually and then come together as a team to discuss results. 4. Treat all tender documents as confidential - secure carefully in Council's records management system. 5. Tenders/ EOIs are to be assessed as quickly as possible. 6. Notify shortlisted tenderers of interview (if any). 7. Notify tenderers not shortlisted. 8. Document interviews and post tender negotiations. 	

			<p>9. Perform due diligence of short-listed tenderers.</p> <p>10. Plan and document site inspections (if conducted).</p> <p>11. Chair to prepare a consolidated evaluation report (to be included as Council Agenda Report – Step 7).</p>	
7	Council Resolution	Council Agenda Report placed to Council and resolution recorded. Inclusion of Tenders over \$200k on Contracts Register (on website) – see step 10.	<p>1. Preferred Tender(s) along with consolidated Tender Evaluation Sheet and recommendations to be put to Council. Although the resolution is public on the face of the minutes, Tender documents themselves should not be published.</p> <p>2. Council resolutions should state at the very least:</p> <ul style="list-style-type: none"> • the person with whom the Council has entered into the contract; • the value of the contract; • the relevant sections of the Regulations & Act applicable to the awarding of the tender; and • the purpose of the contract. 	
8	Successful/ Unsuccessful letters	Successful/ Unsuccessful letters drafted and sent to all Tenderers.	<p>1. Notify the successful tenderer.</p> <p>2. Notify the unsuccessful tenderers.</p> <p>3. Debrief unsuccessful tenderers (on request)</p> <p>4. Set up a pre-start meeting with the successful tenderer.</p>	<p>Successful letter</p> <p>Unsuccessful letter</p>
9	Contracts signed	<p>Contract signed by successful Tenderer(s) and Council.</p> <p>as necessary – a simple Successful Letter may be sufficient with reference to draft contracts comprising the Tender documents)</p>		
10	Contracts Register	Contract Register updated on Records Management System.	1. Store all documents securely in Council's records management system.	

10.2. Evaluation

10.2.1. When evaluating offers (step 6), *Personnel* shall have regard to the *Sound Contracting Principles*. All offers will be assessed with consideration to the value of the contract, technical requirements, quality, and importance of the work to be completed, local preference and compliance with relevant legislation as detailed in this policy

10.2.2. Wherever possible, more than one (1) officer of the *Council* will be involved in tender evaluation, awarding and administration of contracts. The process of tendering and evaluation must comply with this policy.

10.2.3. Personnel involved in the assessment process are required to make a full declaration of their financial or political interest in any organisation that has the potential to be a tenderer.

A form of disclosure is to be signed by all those involved in the evaluation and selection processes. A pro-forma disclosure document is at **Schedule 6**.

A conflict of interest that is identified, but classified as non-material by the Evaluation Team, should be recorded by the Chair of the Evaluation Team with detail of any management action required to prevent any later perception that the conflict was material and influenced any relevant decision.

In this regard the Local Government Act 2009 and *Council's* Code of Conduct set out the requirements for dealing with a conflict of interest.

11. Variations

11.1.1. Each variation to an original contract can only be approved by *Personnel* if:

- a. the variation is appropriate and necessary and outside the scope of the original contract; and
- b. all variations are approved in writing in accordance with any contract documentation; and
- c. each variation is included as an additional line item on the original *Purchase Order* stating the scope and cost, or a new *Purchase Order* is commenced to reflect the variation; and
- d. variations to the original contract amount are within budget and the financial delegation of *Personnel* approving the variation; and
- e. should the cumulative value of the variations on the contract exceed the highest financial delegation of any *Personnel* (including the CEO - >\$199,999), then any further variation must be approved only by the *Council* by resolution, or a new procurement process is to commence to meet the policy (unless exemptions apply).

12. Recordkeeping

12.1. Contracts Register

12.1.1. Council must maintain a Contracts Register, including all contracts (of whatever value) entered by it and make such register available to inspection by both internal and external audit, including such particulars as:

- a. the person with whom the Council has entered into the contract;
- b. the value of the contract; and
- c. the purpose of the contract.

12.2. Publishing details of particular contract(s)

- 12.2.1. Council must, as soon as practicable after entering a contractual arrangement (for example, a Purchase Order) worth \$200,000 or more (exclusive of GST):
- a. publish the relevant details of the contract on the Council's website; and
 - b. display the relevant details of the contract in a conspicuous place in the Council's public office; and
 - c. the relevant details must be published or displayed for a period of at least 12 months.
- 12.2.2. Relevant details of the contract are the same as those contained in clause 12.2.1 herein and may in fact be a list of contracts filtered by value from the Contracts Register.

13. Delegations

13.1. Financial

- 13.1.1. The Chief Executive Officer has the delegated authority to allocate financial delegation to Personnel. Any new positions or changes/variations must be approved by the Chief Executive Officer in accordance with the relevant legislation.
- 13.1.2. Personnel are responsible for ensuring all required paperwork (including, if applicable, the required number of written quotes) as per this policy is provided to them by the requisitioning officer prior to signing/ approving the purchase order.
- 13.1.3. Only Personnel listed in the attached Schedule 1 are entitled to approve expenditure and then only in accordance with their financial delegation limits. By signing a Requisition/ Purchase Order all Personnel are confirming that they have taken full notice of this policy and will comply with all the requirements of this policy.
- 13.1.4. By raising a Requisition/ Purchase Order, Personnel are confirming that they have taken full notice of these policy requirements and that the expenditure complies with all requirements.
- 13.1.5. All Personnel with an approved purchasing limit are authorised to submit purchase requests for goods and/or services (up to their purchasing limit) against jobs over which they have clear operational authority and budget responsibility. It is the responsibility of the authorised delegates to ensure the cost coding and funding/budget are correct. The order of goods and/or services cannot proceed without a KASC official Purchase Order being raised.
- 13.1.6. Personnel may not use another operational area's job cost code(s) without their written approval which must be attached to the order Requisition.
- 13.1.7. Any requests for expenditure outside of the requirement set out in this policy must be made to the Chief Executive Officer for consideration. Where approvals are given by the Chief Executive Officer for procurement outside the parameters of this policy, written reasons must be recorded by the Chief Executive Officer and reported as necessary to internal and external audit and included with the Requisition/ Purchase Order.
- 13.1.8. Failure by Personnel to comply strictly with this policy may result in disciplinary action.

14. Probity plan

14.1. Probity Principles

The key probity principles supporting all stages of Council procurement are:

14.1.1. Fairness and impartiality

Potential tenderers are to be treated equally and must have the same opportunity to access information and advice.

14.1.2. Use of a competitive process

Consistent with legislative requirements, a competitive process will be always used.

14.1.3. Consistency and transparency of process

Tenderers are to be evaluated in a systematic manner against explicit predetermined evaluation criteria.

14.1.4. Security and confidentiality

The processes adopted for receiving and managing supplier information are to ensure the security and confidentiality of intellectual property and proprietary information.

14.1.5. Identification and resolution of conflicts of interest

Any Personnel involved in procurement are to declare and address any actual or perceived Conflict of Interest prior to undertaking any evaluation.

These key requirements are intended to achieve an equitable, justifiable, and sound process according to equal opportunity for all tenderers. The process is to be applied with common sense, with flexibility in process design where appropriate, so that the task of selecting the best tender in a fair and equitable manner takes priority.

If an error or omission in the procurement process nevertheless occurs, Council is to seek legal advice and will not enter any immediate communications with the tenderer(s) until strategy options have been considered to address the concern. Options for legal and/or other solutions will then be adopted to address any potential problems at later stages of the process. Suppliers will be informed of any changes to the process or new factors which may affect their offers.

Adherence to Probity Principles also means meeting the requirements of the Local Government Act (Qld) 2009 and *Council's Code of Conduct*.

14.2. Probity plan

By following the requirements set out in this policy, and utilising the templates provided herein, these requirements shall together comprise *Council's Probity Plan* with respect to procurement of goods and/or services.

15. Policy Review

- 15.1. The policy is to be reviewed in accordance with the Policy Framework.
- 15.2. Kowanyama Aboriginal Shire Council reserves the right to vary, replace, or terminate this policy from time to time.

16. Approval

- 16.1. This policy was duly authorised by the Executive Manager Corporate and Financial Services on 10 July 2024 as Kowanyama Aboriginal Shire Council's Procurement Policy and shall hereby supersede any previous policies of the same intent.

Schedule 1 – Financial Delegations

The following Personnel have the following financial delegation limits (value of the purchase or value of the contract over the anticipated full contract period, including options to extend).

Position	\$0 - \$999	\$1,000 - \$4,999	\$5,000 - \$49,999	\$50,000 - \$199,999	\$200,000+
Council	-	-	-	-	X
Chief Executive Officer	X	X	X	X	C*
Executive Manager Corporate and Financial Services	X	X	X	X	
Executive Manager Community Services and Cultural Heritage	X	X	X		
Executive Manager Roads, Infrastructure and Essential Services	X	X	X		
Manager Finance	X	X	X		
Manager Governance	X	X			
Governance Officer	X				
Manager Human Resources	X	X			
WH&S Officer	X				
Manager Information Communication and Technology	X	X			
ICT Coordinator	X	X			
Purchasing Manager	X	X			
ICT Support & Records Officer	X				
Building Services Manager	X	X			
Essential Services Manager	X	X			
Facility and Fleet Coordinator	X				
Manager Program, Projects, and Grants	X				
Manager Business Enterprises	X				
Workshop Manager	X				
Carpentry Supervisor	X				
Land, Sea, and Environment Manager	X				
Airport Manager	X				
Administration Manager	X				
Aged Care Manager	X	X			
Post Office Manager	X				
Women's Services Manager	X				
Men's Meeting Place Coordinator	X				
Women's Hub Coordinator	X				
Youth Engagement Officer	X				
Accommodation Manager	X				

Sport and Recreation Manager	X	X			
Air-condition Technician	X	X			
Executive Assistant	X				
Special Projects Officer	X				

C* - Conditional financial delegation is provided to the Chief Executive Officer for purchases of \$200,000 or more (GST Excl) where any of the following scenarios apply:

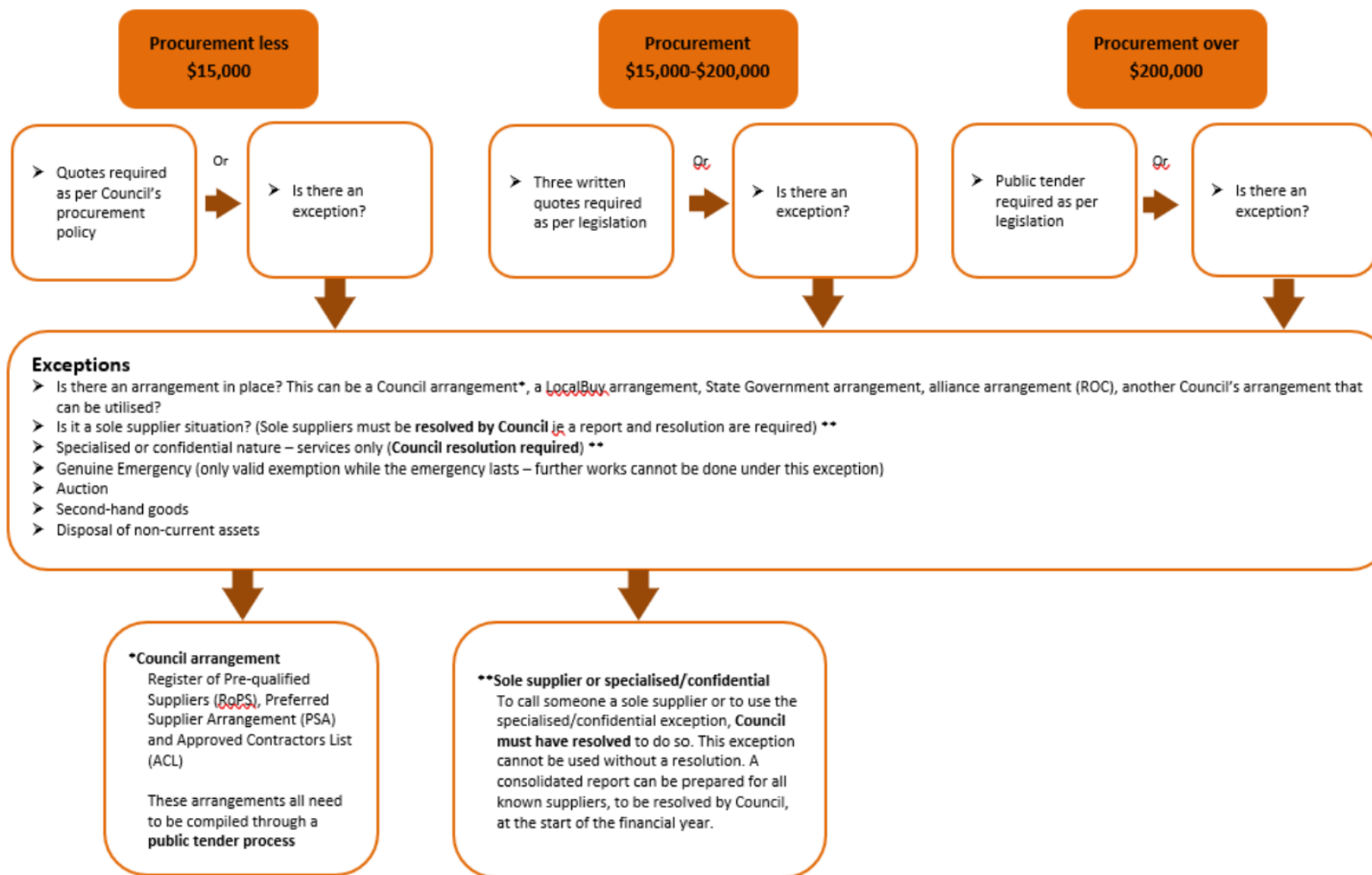
- (a) The purchase is substantially grant funded for the approved and budgeted co-contribution elements;
AND/OR
- (b) The purchase is with a supplier exempt from tender/ quotes under Part 3, Divisions 3 or 4 of the LGR. (e.g. A sole supplier/ prequalified supplier/ approved contractor/ supplier under Local Buy Prequalified Supplier Arrangement) AND provided for in the current budget of Council, and/or grant funds (i.e.. it is funded).

Schedule 2 – General Process (procurement of goods and/or services)

With reference to the value of the purchase or the value of the contract over the anticipated full contract period (including options to extend), the following table must be followed. This General Process is subject to applicable exemptions (see clauses 8 and 9 herein)

Value (GST Excl)	Procedure
Under \$1,000	One verbal quote must be obtained – a written notation recorded.
\$1,001 - \$4,999	At least one written quote must be obtained. A copy of the quote must be attached to the Council's copy of the Purchase Order.
\$5,000 - \$14,999	At least two (2) written quotes must be sourced. Copy of the successful quote must be attached to the Council's copy of the Purchase Order.
\$15,000 - \$199,999 Medium-sized Contractual Arrangement	<ul style="list-style-type: none"> • Council cannot enter a Medium-Sized Contractual Arrangement unless it first invites written quotes for the contract. • The invitation must be to at least three (3) suppliers who Council considers meets its scopes. • Council may decide not to accept any quotes it receives. • If Council does decide to accept a quote, Council must accept the quote most advantageous to it having regard to the principles outlined in this policy.
\$200,000 and above Large-sized Contractual Arrangement	<ul style="list-style-type: none"> • Council must either invite written tenders or invite expressions of interest before considering whether to invite written tender – see process in clause 10 herein.

Schedule 3 – Tender Exemptions



Source: Department of State Development, Infrastructure, Local Government and Planning

Schedule 4 – Non-current asset value table

Asset class	Council Limit
Road Infrastructure	\$10,000
Water Infrastructure	\$10,000
Sewerage Infrastructure	\$10,000
Buildings	\$10,000
Other Structures	\$10,000
Plant and Equipment	\$5,000
Land	\$1

Schedule 5 – Purchasing process

Step	Action
1	Managers submit Purchase Requisition into financial software package or requests an officer to do so.
2	Purchasing Manager to review the Purchase Requisition to ensure it adheres to the Procurement Policy and costs codes are correct.
3	Purchasing Manger submits checked Purchase Requisition to Executive Manager Corporate and Financial Services or delegate.
4	Executive Manager Corporate and Financial Services or delegate confirms that the purchase is in line with the Procurement Policy.
5	Executive Manager Corporate and Financial Services or delegate approves purchase in the financial software package and covert the requisition to a Purchase Order.
6	Purchasing Manager provides the Purchase Order to the supplier.
7	On receipt of the goods and services the receiving officer must sign the invoice / delivery docket as a "goods receipt" note and submit to the Purchasing Manager to match goods receipt / supplier invoice to approved purchase and quote and submits to Accounts Payable for processing payment.

Schedule 6 – Conflict of Interest Declaration

Ensure the below content is drafted on KASC Letterhead and/or template and submitted to panel Chairperson.

[CONFLICT OF INTEREST DECLARATION]

[Date]

*[Name of Evaluation Team Chairperson] [Title of Evaluation
Chairperson]*

[Address of Evaluation Team Chairperson]

Dear

[Title of Tender etc]

As a member of the Tender Evaluation Panel for the *[nature of panel]*, I am writing regarding my obligations in relation to conflict of interest.

I am fully aware of my obligations under *Council's* Code of Conduct *[and my contract / terms of appointment]* to avoid all conflicts of interest in carrying out my duties, and to disclose any potential conflict of interest if they emerge in the course of my professional duties.

I currently have no such conflicts.

Yours sincerely

*[Name of Tender Evaluation Panel Member / adviser] [Title of Tender
Evaluation Panel Member/ adviser]*

Schedule 7 – Deed of Confidentiality

Ensure the below content is drafted on KASC Letterhead and/or template and submitted to relevant person(s).

THIS DEED is made on _____

BY: _____ (the "Consultant")

ADDRESS: _____

RECITALS:

- d. The Consultant wishes to develop a close working relationship with Council.
- e. To further that relationship, the Consultant requires access to details of confidential information.
- f. The Consultant has undertaken to keep all information or material confidential and to take security precautions to prevent unauthorised disclosure.

BY THIS DEED:

1. The Consultant shall keep confidential and shall not disclose or make available directly or indirectly to any third party (except for a contractor as provided for in this Deed) all information and material of whatever nature and in whatever medium which is communicated, or becomes available to, or accessible by the Consultant during its business or other relations with the Council (the "Confidential Information").
2. All Confidential Information shall remain strictly confidential until such time as it becomes known to the Consultant without restriction through a legally available public source.
3. The Consultant hereby acknowledges that the Confidential Information is the valuable property of the Council and that any disclosure of it could give rise to considerable damage to Council.
4. The Consultant shall not use or access the Confidential Information for any reason except as is necessary to further business discussions with Council or in the performance of supplying goods or services resulting from those discussions.
5. The Consultant shall not permit any employee or contractor of the Consultant to have access to the Confidential Information until such time as that employee or contractor shall have entered into a confidentiality agreement with the Consultant in a form approved by Council.
6. The Consultant shall immediately notify Council of any information which comes to its attention regarding any actual or potential breach of confidentiality, disclosure, or unauthorised use of the Confidential Information. The Consultant shall make every effort to co-operate with Council in any investigation, prosecution, litigation, or other action taken by Council regarding the subject of any such information.
7. In the event of any actual or alleged breach of confidentiality, disclosure, or unauthorised use of Confidential Information by any future, existing or former employee, agent, or contractor of the Consultant, the Consultant shall fully enforce its rights to injunctive or other relief possible, or, if requested by Council assign such rights to Council. The Consultant shall assist Council in every way in enforcing those rights and indemnifies Council for all costs and expenses which Council may incur in doing so.
8. Upon termination or completion of discussions on any specific project, the Consultant shall deliver to Council any Confidential Information in the Consultant's possession which relates to that project, and

- which is capable of being delivered. The Consultant shall delete, erase, or otherwise destroy any Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which relates to the project and is not capable of delivery to Council.
9. Upon termination of the business relationship, or at any other time on Council's request, the Consultant shall deliver to Council all Confidential Information in the Consultant's possession which is capable of being delivered. The Consultant shall delete, erase, or otherwise destroy all Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to Council.
 10. The Consultant shall make every effort to maintain the confidentiality of the Confidential Information and to protect it from unauthorised access or use.
 11. The Consultant shall comply with all Council's security and safety procedures and will permit and co-operate with any additional security or safety precautions which Council may wish to implement in respect of the relationship with the Consultant
 12. The Consultant shall not publicise its business relationship with Council or disclose any matter related to it without Council's specific prior written consent.
 13. The terms of this Deed are in addition to all other obligations of the Consultant and where any inconsistency occurs, the provisions of this Deed shall prevail.
 14. If for any reason a provision of this Deed or part of one is illegal, invalid, or unenforceable in any jurisdiction it shall be read down or severed to the extent necessary so that it may not be so construed. The illegality, invalidity or unenforceability of any provision, or part of one, in any jurisdiction shall not affect the legality, validity or enforceability of any other provision, or of that provision in any other jurisdiction.
 15. This Deed is governed by the laws of the State of Queensland.

EXECUTED AS A DEED.

Signature

(Name)

