

## Procurement policy

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### Purpose

Ahpra's Procurement policy governs the Procurement strategy and procedures. The policy is consistent with Ahpra's instrument of sub-delegation and applies to all procurement activities.

### Scope

The policy applies to all Ahpra staff (including contractors and consultants) undertaking procurement activities through the discharge of their responsibilities under the Australian Health Practitioner Regulation Agency National Law (2009) (the National Law).

This Policy applies to practitioner board members in situations where any perceived ability to influence a procurement outcome exists.

Staff non-compliance with all Ahpra policies and procedures will be managed in accordance with the [Code of conduct](#).

Management of board and committee member compliance with this policy will be in accordance with the Manual for National Boards and their committees and appended guidelines

### Policy

#### 1. Principles

1.1 Procurement at Ahpra is to be conducted with consideration given to the following:

- The interests of the National Scheme as administered by Ahpra.
- Any applicable legislation, regulatory requirements and accounting standards.
- Principles of best value, economy and efficiency.
- Lawful decisions that will stand up to public scrutiny.
- Corporate and strategic objectives of the National Scheme as administered by Ahpra.
- Ahpra policies and procedures, (in particular the Ahpra Code of conduct, this Procurement policy, the Conflict of interest procedure and Indigenous procurement).
- Specified limits and requirements associated with their sub-delegation and subject to an approved budget being in place.

#### 2. Roles and responsibilities

##### Agreeing roles and provision of training

2.1 Roles and responsibilities of the procurement sourcing phase are established by the RACI at **Appendix A** of this Policy.

2.2 Roles and responsibilities of the contract management phase are established by the RACI at **Appendix B** of this Policy.

2.3 Procurement will provide tools and training that support the effective and efficient execution of procurement activities across business units in accordance with a centre-led approach adopted by Ahpra.

### **3. Pre-qualified and preferred suppliers**

- 3.1 Contracted suppliers or pre-qualified suppliers are those whom Ahpra has pre-approved as being capable of delivering specific goods or services and satisfy Ahpra's [Code of conduct](#), insurance, credit worthiness and other requirements.
- 3.2 Contracted suppliers or pre-qualified suppliers must be used for all purchases where available, unless the goods or services are not the subject of an exclusive contract and an exemption from the procurement process is granted by the Chief Executive Officer.
- 3.3 To become a pre-qualified/preferred supplier, Ahpra must publish an invitation to qualify/supply.
- 3.4 The list of pre-qualified/preferred suppliers will be available on Ahpra's intranet and will be reviewed and monitored by the Procurement team to ensure pre-qualification criteria are maintained.
- 3.5 Pre-qualified suppliers are not guaranteed any minimum level of business.

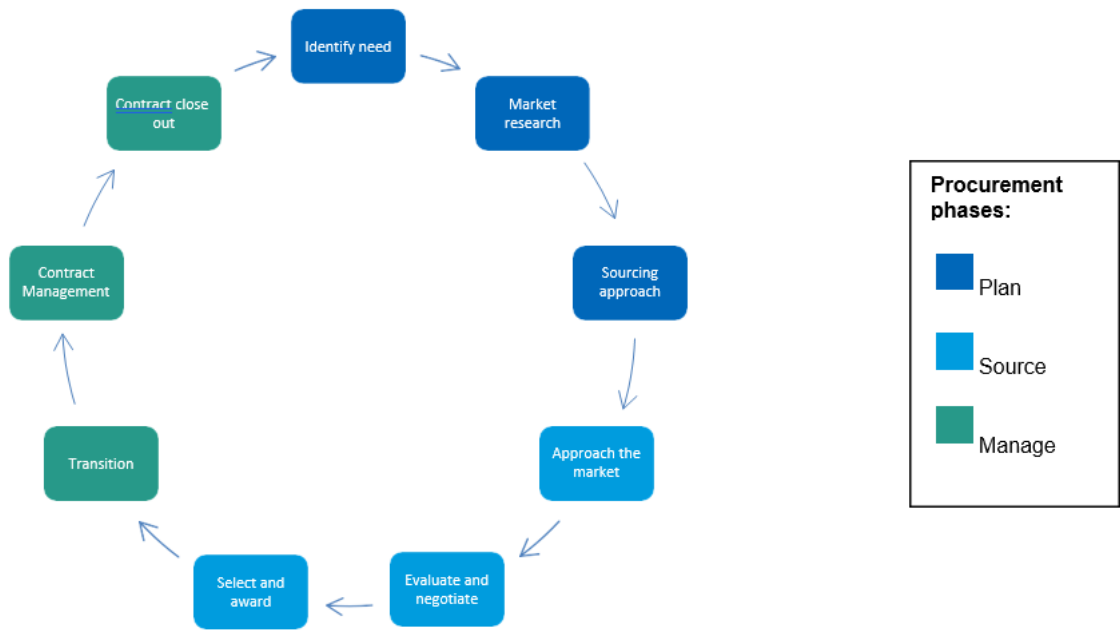
### **4. Indigenous procurement**

- 4.1 Ahpra is committed to providing new contracting opportunities to Indigenous owned business and encourages staff to consider the use of indigenous businesses as part of their procurement activities.
- 4.2 Ahpra is a member of Supply Nation and will include requirements for inclusion of Indigenous businesses in Ahpra's open tender process.
- 4.3 Ahpra will identify and partner with Indigenous businesses to ensure capability to participate in Ahpra's procurement process
- 4.4 Ahpra will also communicate relevant business opportunities to capable Indigenous businesses.
- 4.5 During evaluation, 3% extra weighting should be given to Indigenous procurement (i.e. Supply Nation) verified suppliers who participate in a tender process.
- 4.6 Ahpra will adopt a continuous improvement approach to ensure the scheme constantly strives for best practice.

### **5. Procurement lifecycle**

- 5.1 Throughout each phase of the procurement lifecycle, any real or perceived conflicts of interest will be managed in accordance with the [Procurement probity guidelines](#) and Ahpra's [Conflict of interest policy and procedure](#).
- 5.2 All procurement will comply with related policies, including but not limited to [Fraud and corruption policy](#), [Gifts and benefits policies \(Ahpra and Boards\)](#) and [Information security policy](#).

**Diagram 1: Procurement lifecycle**



**Planning phase**

- 5.3 Procurement activities, other than low value (<\$5k), transactional purchasing, must start with a risk complexity assessment.
- 5.4 The risk complexity assessment must be conducted by the business project lead (with Procurement’s guidance as required) using the approved Initial risk complexity assessment and the Detailed risk complexity assessment tools.
- 5.5 A privacy impact assessment must be completed as part of the risk complexity assessment if a contract is likely to involve the handling of:
  - personal information – information or an opinion about an identified individual or an individual who is reasonably identifiable from the information
  - health information – personal information that is about a person’s health, disability, health services provided to a person or genetic information, or
  - protected information – information obtained in the course of exercising functions under the National Law.
- 5.6 The business project lead must engage IT Security and Corporate Legal on potential cyber security and privacy risks that affect complexity and seek advice to effectively manage these risks.
- 5.7 The Procurement team will consider any risk of modern slavery being present in the supply chain. This should be done by engaging Corporate Legal as necessary and appropriate.
- 5.8 The outcome of the risk complexity assessment (risk rating) and the total estimated contract value will determine the appropriate procurement process (refer to **Appendix C**).
- 5.9 The total value of procurement activities must reflect the total cost of ownership (TCO), inclusive of both the purchase price and operating costs over the lifespan of the contract.
- 5.10 The procurement process must be approved by the appropriate financial delegate in accordance with the Instrument of delegation prior to approaching the market.
- 5.11 Where the procurement process requires a [sourcing strategy](#), approval of the strategy must be obtained in accordance with the Sourcing strategy approver matrix at **Appendix D**.
- 5.12 Where a sourcing strategy is required, a Procurement evaluation plan must be completed and an evaluation panel appointed by the financial delegate/contract owner (or project steering committee for high-risk procurements).

- 5.13 Financial delegates, contract owners, steering committee and evaluation panel members will adhere to the roles and responsibilities outlined in the Procurement evaluation plan.
- 5.14 Conflict of interest declarations must be completed by each member of the evaluation panel where the estimated value of the procurement is \$50k or more, and in all instances where the procurement is strategic in nature.
- 5.15 Where a real or perceived conflict of interest is identified, steps to manage the conflict must be documented.

### **Sourcing phase**

- 5.16 The method and principles used to conduct the approved market approach must be in accordance with Ahpra's Market approach guidelines.
- 5.17 Ahpra will conduct a fair and transparent supplier evaluation process according to the principles of probity, fairness, consistency, impartiality when assessing candidates against published evaluation criteria (and weightings, where relevant).
- 5.18 Decisions of the evaluation panel will be recorded by the panel chair and a procurement report prepared by a member of Procurement for approval by the steering committee/contract owner.
- 5.19 Further negotiation with suppliers may be undertaken by the panel to obtain best value with regard to the schemes Strategy and sustainability objectives.
- 5.20 The negotiation process will be conducted in accordance with Ahpra's Procurement probity guidelines.
- 5.21 Ahpra's suite of standard contracts for the supply of goods and services are to be used and may be customised to the requirements of the procurement.
- 5.22 Where Ahpra's standard contract requires re-configuration, or a vendor contract is being considered, Corporate Legal advice must be obtained.
- 5.23 A risk assessment on contract terms and conditions should be provided to the evaluation panel.
- 5.24 An IT security risk assessment must be undertaken by Ahpra's IT Security early in the sourcing phase for any technology procurement and provided to the evaluation panel for consideration.
- 5.25 No staff/Ahpra representative with a declared conflict of interest is to be involved in the procurement contract negotiations, advice or approval.
- 5.26 Suppliers will not commence work until the contract is executed.
- 5.27 Outcomes of the PIA and IT Security risk assessment must be 'risk accepted' or remediated appropriately by the contract manager.
- 5.28 Unless otherwise expressed, the contract is to be in Australian dollars and the value/s stated as GST inclusive.
- 5.29 A blackout period will commence when the procurement documentation is issued and ends when the agreement is fully executed. All communications about the procurement during the blackout period must only be sent to the contact person named in the procurement documentation.
- 5.30 During the blackout period, Ahpra staff and board and committee members shall not communicate with potential vendors regarding information that is not publicly available and could jeopardise the integrity of the procurement process.
- 5.31 Any uncertainty concerning the disclosure shall be resolved in favour of maintaining and preserving the integrity of the procurement process by not disclosing the information.

## **Contract management phase**

- 5.32 Contracts must be managed in accordance with Ahpra's Contract management manual.
- 5.33 To enable effective, centre-led contract management, the Contract management manual must contain appropriate, risk-based guidance on:
- the contract management lifecycle to enable contract management responsibilities to be effectively and clearly assigned over the life of the contract
  - relationship management expectations so that contract terms are proactively managed throughout
  - appropriate oversight and segregation of duties to avoid end-to-end control by any one individual
  - criteria for when a Contract management plan is required having regard to contracts that are high risk business critical
  - controls for effective contract performance management including key performance indicators (KPIs), service level agreements (SLAs) and management responses if these are not met
  - reasonable timelines for delivery and appropriate mechanisms for complaint handling
  - ongoing privacy and security compliance and assurance management.
- 5.34 All contracts must have a contract owner (signatory of the contract) who is responsible for:
- the contract budget
  - approval of payments
  - variations, and
  - appointment of contract management roles.
- 5.35 Contracts must have an up-to-date contract manager assigned and responsible for ensuring the proper performance of the contract and management of all related obligations.
- 5.36 The contract manager must promptly consult Corporate Legal should any dispute arise in relation to the discharge of responsibilities under the contract.
- 5.37 The contract manager must promptly consult the Chief Information Officer, the IT Security Manager and Corporate Legal if any information breach has occurred, or may potentially occur, under the contract.

## **Contract variations and extensions**

### **Variations**

- 5.38 Contract variations may be required to vary the scale or scope of the supply or improve service levels.
- 5.39 Before initiating a contract variation, an assessment of the impact of the variation (such as complexity, risk, budget, scope, service levels, intellectual property, indemnity) must be completed by Procurement in consultation with the contract manager and contract management lead using the contract variation form.
- 5.40 The contract owner may approve up to two financial variations of up to 10% (total 20%) of the total contract value (per variation) at the time the contract was awarded.
- 5.41 Any additional variations or variations that do not comply with clause 4.38 must obtain prior approval from the Chief Financial Officer.
- 5.42 If the financial variation increases the total contract value above the existing contract owner's financial delegation, approval is required from the next highest financial delegate.
- 5.43 Contracts must not be split, or variations used, as a way to circumvent the financial delegation thresholds mandated by Ahpra's Instrument of sub-delegation to staff.
- 5.44 Where applicable, approval of a variation may also require an exemption under the Procurement policy clause 5.

- 5.45 Changes to the initial requirements/scope of a contract or change to service levels when it was established may require a new procurement activity to be conducted.
- 5.46 Variations must be agreed in writing through a legally binding letter of variation by the financial delegate and authorised suppliersignatory.

#### Extensions

- 5.47 Where there is a need to continue purchasing goods or services and the contract terms include an available extension option, the contract variation form must be completed and approved by the contract owner, with the extension option exercised in accordance with the contract terms.
- 5.48 If there is a need to continue purchasing goods or services and there are no further extension options provided within the existing contract, a contract variation form must be completed and approved by Corporate Legal, the Director Financial Control & Procurement and the contract owner.
- 5.49 Requests to extend must be completed a minimum of three months prior to the contract expiring to allow time to perform a value for money assessment and re-approach the market under a new procurement activity if required.
- 5.50 All approved contract extensions variations must be agreed in writing through a legally binding letter of variation by the financial delegate and authorised supplier signatory.

#### Contract renewals

- 5.51 Where a contract contains no end date (eg software licenses) or the initial term automatically renews at expiry, the contract manager and Procurement team must conduct a review prior to the renewal to assess value for money using the renewal checklist which must be approved by the contract owner and Procurement.

#### Contract closeout

- 5.52 **A minimum of one month prior** to the completion of a contract, the contract manager must arrange for the return of Ahpra data and provide certified evidence of the return or secure destruction of that data upon completion of the contract and in accordance with methods specified by Ahpra IT Security requirements.
- 5.53 The contract manager must provide Procurement with the appropriate data certification in accordance with clause 7.2 of this policy.
- 5.54 Within one month of completion of a contract, the contract manager and a member of Procurement must conduct a review to assess the contract performance as outlined in the Contract management manual.

## 6. Exemptions

- 6.1 A procurement activity may be approved as exempt from the requirements of this policy, including from a pre-determined market approach and/or contestable process, regardless of value in the following circumstances:
- The recommended provider is the sole supplier or provider of the goods or services being sought and there are no reasonable alternatives or substitutes, and it is not possible or practical to consider the goods or services being provided internally by Ahpra; and/or
  - the recommended provider possesses or has access to specialised information or expertise and there is no added value in approaching the market, and the risk of engaging the recommended provider has been assessed as acceptable to Ahpra; and/or
  - no responses were received from a market approach or the responses did not satisfy the documentation request, or
  - the goods or services are critical and cannot be obtained in time to meet an urgent need (e.g. applies to health, security or safety and the consequences are deemed critical).
- 6.2 Completed exemption requests must be recommended by a national director (or role equivalent) and endorsed by a member of Procurement, Corporate Legal and the Chief Financial Officer using the Exemption request form before being submitted to the Chief Executive Officer.

6.3 Exemptions must be approved by the Chief Executive Officer (or Australian Health Practitioner Regulation Agency Board) prior to the procurement activity being undertaken.

## 7. Payment authority

7.1 Receipting of goods or services invoices for payment can only be undertaken by Ahpra staff with the requisite authority and where available funds exist within an approved budget or source of funds.

7.2 Except where expressly permitted under Ahpra's [Corporate credit card policy](#), payment for agreed goods and/or services received will be made by direct credit to the suppliers nominated bank account upon production of a valid tax invoice within the agreed payments terms normally 30 days from invoice date.

## 8. Record keeping contract register

8.1 Procurement will maintain a centralised contract register containing sufficient detail of contracts to be able to facilitate effective and efficient contract management and to comply with all internal and external audit requirements.

### General procurement documentation

8.2 While procurement documentation should be commensurate with the scale, scope and risk of the procurement, at a minimum concise information containing the following should be safely and securely stored:

- The requirement for the procurement.
- The processes that were followed.
- Market approach documents and any supplier responses.
- The signed contract.
- All documents specifically required by the Contract management manual (e.g.: bank guarantee, insurance, contract management plan).
- How value for money was achieved.
- Reports containing relevant decisions (including evaluation panel decisions).
- How information and information and cyber security risks were mitigated (including evidence of the return of Ahpra data/secure destruction of data at contract closeout).
- All communications including briefings.
- All communications and decisions occurring during the term of the contract including evidence of action(s) taken to actively monitor and enforce key performance indicators (KPIs) and service level agreements (SLA's).

8.3 All procurement records created will comply with Ahpra's [Records management policy](#).

## 9. Monitoring and compliance

### Regular procurement reports

9.1 The Chief Financial Officer will report to Ahpra's governing committees on contracts entered into valued at over \$500,000 and exemptions from this Policy granted by the CEO at least quarterly.

### Managing non-compliance

9.2 Compliance with this policy is subject to review as part of the internal quality assurance and internal audit programs.

9.3 Non-compliance will be deemed to have occurred in instances where a procurement activity has been undertaken and/or a contract agreed with a supplier which doesn't adhere to the requirements of this Policy.

9.4 If the documented procurement rules and processes have not been followed, a statement of non-compliance/incident report must be completed by the line manager or Procurement



## Related documents

- [Code of conduct](#)
- [Gifts and benefits policy](#)
- [Records management policy](#)
- [Financial delegations policy](#)
- [Procurement probity guidelines](#)
- [Conflict of interest policy and procedure](#)
- [Corporate credit card policy](#)
- [Information security policy](#)
- [Supplier engagement plan](#)
- [Contract management manual](#)
- [Risk management plan](#)
- [Sourcing strategy decision](#)
- [Initial risk complexity assessment](#)
- [Detailed risk complexity assessment](#)
- [Exemption certificate](#)
- [Exemption request form](#)
- [Statement of non-compliance](#)
- [Market approach guidelines](#)
- [Procurement strategy](#)
- [Procurement evaluation plan](#)
- [Procurement report](#)
- [Simple procurement report - \(under \\$50K\)](#)
- [Contract variation form](#)
- [Set up a new supplier in Unit4](#)

## Definitions

Term	Definition
<b>Steering committee</b>	Members of a committee that decides on priorities or order of business as part of the execution of a special project.
<b>Contract owner</b>	Refers to the person accountable for the budget that funds the contract (financial delegate). They approve contract payments and any variations and appoint contract management roles.
<b>Contract manager</b>	Refers to the person who is responsible for the day-to-day management of the contract and acts as the single point of contact for suppliers. The Contract Manager is integral to monitoring and managing contract performance in accordance with the Contract Management Manual.
<b>Contract management lead</b>	Refers to the Subject Matter Expert who provides technical advice to support planning, sourcing, contract execution and contract management.
<b>Transactional (low risk)</b> Refer to Appendices C and D.	Usually small value transactions for goods/services that are predominantly standard/off-the-shelf and where there are numerous alternative suppliers. Ahpra business risk: Low criticality and low risk to transition to alternative suppliers in the event of default. <b>Examples: catering, hire car services, stationery</b>
<b>Leveraged (low/medium risk)</b> Refer to Appendices C and D.	Goods/services that generally require little or no customisation for Ahpra, where there are many alternative suppliers, and there is potential to drive value by pooling demand across Ahpra departments and/or locations. Ahpra business risk: Low or medium criticality to business and low or medium risk to transition to alternative suppliers in the event of default. <b>Examples: recruitment services, printers and laptops</b>



<p><b>Focused</b> <i>(medium/high risk)</i></p> <p>Refer to Appendices C and D.</p>	<p>Goods/services where there are complex specifications and/or customised requirements for Ahpra, and there are likely to be a limited number of suitable suppliers available and/or non-standard commercial arrangements are required.</p> <p>Ahpra business risk: Medium or high criticality to business and/or medium to high risk to transition to alternative suppliers in the event of default.</p> <p><b>Examples: project specific requirements, office leases, telecommunications</b></p>
<p><b>Strategic</b> <i>(high/extreme risk)</i></p> <p>Refer to Appendices C and D.</p>	<p>Goods/services that are strategically important to Ahpra, where there are several suitable suppliers or where the volume of Ahpra spend will create competitive leverage with a small number of suppliers. Specifications may be complex or not fully known, so supplier innovation and collaboration with Ahpra will be required to finalise specifications and deliver the required benefits from the goods/services.</p> <p>Ahpra business risk: High to extreme criticality to business and/or high to extreme risk to transition to alternative suppliers in the event of default.</p> <p><b>Examples: insurance, legal services, information technology software</b></p>

## Document control

<b>Approval authority</b>	Australian Health Practitioner Regulation Agency Board (Ahpra Board)
<b>Policy owner</b>	Chief Financial Officer
<b>Responsible officer</b>	Director, Financial Control & Procurement
<b>Policy number</b>	FIN 018
<b>Date approved</b>	15 December 2020
<b>Date commenced</b>	1 March 2021
<b>Date for review</b>	December 2024
<b>Sections modified</b>	<ol style="list-style-type: none"> <li>1. New policy to respond to Deloitte audit findings - 2020.</li> <li>2. Edits to support, promote and enhance Aboriginal and Torres Strait Islander business opportunities by formalising Aboriginal and Torres Strait Islander businesses as preferred suppliers.</li> <li>3. October 2022- Amended title of AManC to Ahpra Board in line with change to National Law</li> </ol>

## Appendix A: Procurement sourcing RACI

Over \$150K or strategic category purchase	Financial delegate/contract owner	CFO/Deputy CFO	Director, Financial Control and Procurement	Procurement team	Business project lead	Stakeholders	IT Security	Legal	Contract manager/ contract management lead
<b>Planning phase</b>									
1.1 Identify need	A		I	C	R			I	
1.2 Risk assessment				A/R	R	C			
1.2 Assemble procurement team	A		I	R	R	C	C		
1.3 Develop sourcing strategy	A			R	C	C			
2.1 Perform market research		C	A	R	C	C			
2.2 Request of information (RFI)	A			R	C	C	C		
2.3 Cost/price analysis		C	A	R	C	C			
2.4 Determine contract type	A			C	C	C	C	R	
2.5 Finalise sourcing strategy		C	A	R	C	C			
2.6 Finalise specifications/scope	A			C	R	C			
2.7 Appoint evaluation panel and develop evaluation plan)	A	R		R	C	C			C
<b>Sourcing phase</b>									
3.1 Build solicitation document	A			R	C	C			
3.2 Post solicitation	A			R	I	I			
3.3 Receive bids/proposals	A	I	C	R	I	I			
3.4 Open bids/proposals	A			R	I	I			
3.5 Evaluate bids/proposals	A			C	R	C	C	C	
3.6 Select preferred supplier	A	C	I	C	R	C	C	C	
3.7 Contract negotiation	A	C	I	R	R	I		C	I
3.8 Award contract	A	C	I	R	C	I	C	C	I
3.9 Procurement exemption	A	C	C	R	R	I	C	C	I

NB: RACI – Responsible/Accountable/Consult/Inform

## Appendix B: Procurement contract management RACI

Activities	Contract owner financial delegate	Contract manager	Contract management Lead	Procurement	IT Security	Legal	NE	FARMC/Ahpra Board	Risk and Compliance
<b>Sourcing phase</b>									
Assess risks during sourcing phase	A	C	C	R	C	C			C
Develop a contract management plan	A	R	C	R*/C	C	C			
Develop risk management plan	A	C	C	R	I/C	I/C			C
Develop implementation plan	A	R	C	R*/C					
Develop communication plan if required	A	C	C	R					
Consider and manage any contract transition in issues	A	C	C	R	C	C			C
Identify skill gaps and provide training	A	C	C	R					
<b>Management phase</b>									
<b>Transition</b>									
Review contract and award contract	A	C	C	R	C	C	I	I	C
Confirm contract management roles and responsibilities	A	C	C	R					I
Set up contract administration	A	C	C	R	C/I	C/I			
Set up contract information management		C		A/R					
Set up contract communication management	C	C	C	A/R					
Review and update plans	A	R/C	C	R/C	C	C			C
Provide the supplier with agreed access, assets, information and security	A	R		C	C	C			C
Conduct contract start up meeting		A/R	C	R/C					
<b>Contract management</b>									
Building and maintaining effective professional working relationship with suppliers	C/I	A/R	A/R	C					
Measuring and managing performance	A	R	C	R/C	C				

Managing delivery and acceptance		A/R	A/R	I					
Performing contract administration tasks		R	R	A/R					
Contract review	A	R/C	C	R	C	C			C/I
Managing complaints, disagreements and disputes	C	A	C	C		R			
Managing contract risk	A	R	C	R/C	C	C	I		C
Managing contract variations extensions or renewal	A	C	C	R	C	C	I	I	C
<b>Contract close</b>									
Consider and manage any contract transition out issues	C	R	R	A	C	C			C
Complete contract closure activities	A	R	C	R/C	C	C			
Conduct final contract review with supplier	C	A/R	C	R/C	C	C			
Consider lessons learnt	C/I	C	C	A/R	C	C	I		C/I
<b>General activities</b>									
Develop and update contract management policy and process		C	C	R	C	C	A	I	
Advise business units policy and process				A/R					
Maintain procurement benefits register centrally	A	I	I	R			I		
Track and report savings periodically	A	I	I	R			I		
Develop KPIs and SLAs library and strategy centrally		C	C	A/R					
Monitor and execute both financial and non-financial benefits		R	R	A					

NB: RACI – Responsible/Accountable/Consult/Inform

## Appendix C: Procurement processes and minimum requirements

Risk complexity rating	Total contract value	Procurement process	Minimum requirements
Transactional	<\$50k	<ol style="list-style-type: none"> <li>Risk/complexity rating and procurement process approved by financial delegate*; and</li> <li>Quote</li> </ol>	<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Quotes: 1 minimum, 2 recommended</li> <li>Approved procurement report (simple)</li> <li>Purchase order issued</li> </ul>
	\$51k - \$150k		<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Quotes: Three minimum</li> <li>Approved procurement report</li> <li>Purchase order issued</li> </ul>
	\$151k+	<ol style="list-style-type: none"> <li>Sourcing strategy</li> <li>Market approach# approved in accordance with the Procurement Governance and Approvals Process</li> </ol>	<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Approved sourcing strategy</li> <li>Evaluation plan</li> <li>Minimum three responses from market</li> <li>Approved procurement report</li> <li>Contract executed</li> <li>Purchase order issued</li> </ul>
Leveraged /Focused	<\$50k	<ol style="list-style-type: none"> <li>Risk/complexity rating and procurement process approved by Financial Delegate* ;and</li> <li>Quotes</li> </ol>	<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Quotes: three minimum</li> <li>Approved procurement report (simple)</li> <li>Purchase order issued</li> </ul>
	\$51k - \$150k	<ol style="list-style-type: none"> <li>Risk/complexity rating and procurement process approved by Financial Delegate* ;and</li> <li>Quotes</li> </ol>	<ul style="list-style-type: none"> <li>Approved Risk/complexity rating</li> <li>Quotes: Three minimum</li> <li>Approved procurement report</li> <li>Contract executed</li> <li>Purchase order issued</li> </ul>
	\$151k+	<ol style="list-style-type: none"> <li>Sourcing Strategy; and</li> <li>Market approach# approved in accordance with the Procurement Governance and Approvals Process</li> </ol>	<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Approved sourcing strategy</li> <li>Evaluation plan</li> <li>Minimum two responses from market</li> <li>Approved procurement report</li> <li>Contract executed</li> <li>Purchase order issued</li> </ul>
Strategic	All \$ values	<ol style="list-style-type: none"> <li>Sourcing Strategy; and</li> <li>Market approach# approved in accordance with the Procurement Governance and Approvals Process</li> </ol>	<ul style="list-style-type: none"> <li>Approved risk/complexity rating</li> <li>Approved sourcing strategy</li> <li>Evaluation plan</li> <li>Minimum two responses from market</li> <li>Approved procurement report</li> <li>Contract executed</li> <li>Purchase order issued</li> </ul>

NOTE - \*Financial delegate may choose to reassess the risk complexity rating and/or apply a procurement process that is more comprehensive than is required for the assessed rating (eg: seeking three quotes when the minimum required is one, or requiring a market approach/tender where the minimum requirement is three quotes).

#Market approaches include expression of interest, request for tender, request for quote, request for proposal, request for information.

Appendix D: Sourcing strategy approver matrix

Contract value	Sourcing strategy approver		
HIGH (>\$1m)	Director Financial Control & Procurement	Director Financial Control & Procurement <b>AND</b> Deputy CFO	CFO <b>AND</b> Executive Director
MEDIUM (\$250k - \$1m)	Director Financial Control & Procurement	Director Financial Control & Procurement	Deputy CFO <b>AND</b> National Director
LOW (\$150k - \$250k)	Procurement Specialist Lead/ Procurement Specialist	Procurement Specialist Lead/ Procurement Specialist	Director Financial Control & Procurement
LOW (<\$150k)	N/A	N/A	Director Financial Control & Procurement
<b>Complexity</b>	Transactional	Leveraged/Focused	Strategic

*\*[Conflict of interest declarations](#) must be made by each member of the evaluation panel where the contract value is \$50k or more and in all cases regardless of value where the procurement is strategic in nature*