



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

**FOR THE PROVISION OF THE ADULT MIGRANT ENGLISH
PROGRAM (AMEP)**

HOMEAFFAIRS/2165/RFT

ATTACHMENT A: STATEMENT OF REQUIREMENT

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PART 1 – OVERVIEW OF THE REQUIREMENT

SECTION 1: OVERVIEW OF THE PROVISION OF ADULT MIGRANT ENGLISH PROGRAM SERVICES

1 BACKGROUND INFORMATION

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs (the Department), was formally established.
- 1.1.2 The Home Affairs Portfolio brings together migration, cyber and infrastructure security and resilience, and border-related functions, working together to keep Australia safe.
- 1.1.3 The Department is committed to ensuring the provision of high-quality settlement services, which support migrants and humanitarian entrants in their transition to life in Australia.
- 1.1.4 Further information about the Department's strategic direction and current work can be viewed on the Department's website www.homeaffairs.gov.au.

1.2 Adult Migrant English Program Overview

- 1.2.1 The Adult Migrant English Program (AMEP) is the Australian Government's longest running and largest settlement program. It provides English language tuition to eligible migrants and humanitarian entrants to help them learn English language and settlement skills to increase their social and economic participation in Australia. Participation in the AMEP is voluntary. The AMEP is administered and funded by the Department and legislated under the [Immigration \(Education\) Act 1971](#) (the Act). The Act provides access to free English language tuition to eligible visa holders if they do not have Vocational English and are not otherwise excluded by legislation or policy settings from being provided with English tuition. The AMEP is for migrants and humanitarian entrants aged 18 and over, however those aged between 15 and 17 years, who do not have Vocational English and whose needs are not met through mainstream schooling, may also be eligible to participate in the AMEP.
- 1.2.2 The AMEP is delivered flexibly by contractors to respond to the individual learning goals and circumstances of Clients, including Clients who have limited or no history of formal classroom tuition, have no or low literacy in their home language/s, have experienced pre-migration trauma, and those who live in remote and regional Australia.
- 1.2.3 The AMEP is an hourly tuition payment model based on Scheduled Attendance where the Client has been marked as in attendance. The Contractor must factor costs associated with Scheduled Tuition Breaks into their hourly tuition rate, in accordance with the relevant state and territory Work Health and Safety requirements and any applicable industry sector standards (refer to Section 3 – Detailed Description of Services and Attachment C – Pricing Schedule).
- 1.2.4 The required delivery arrangements for AMEP Contractors, including program delivery guidance, are further detailed in this Statement of Requirement and the SPIs (Appendix 1 to the RFT COT).

1.3 Contract Regions

- 1.3.1 The AMEP is delivered nationally, with Services including Distance Learning, to be delivered in 23 Contract Regions (CRs) which encompass the whole of Australia (see Appendix 2 to the RFT COT). These CRs align with the Australian Statistical Geography Standard (ASGS) Regions developed by the Australian Bureau of Statistics.
- 1.3.2 The need for geographical borders such as CRs is to ensure service delivery is spread

equitably and that services are not clustered in highly populated areas (see Appendix 2 to the RFT COT).

- 1.3.3 AMEP Client statistics are presented to provide the Contractor with an indication of the degree of Client activity within each CR (Appendix 3 to the RFT COT).
- 1.3.4 The Department's intention is that one (1) successful Contractor will provide the Services for each Contract Region.

[Note to Tenderers: Tenderers may tender for one or more CRs. Each tender will be evaluated as a stand-alone tender for each CR for which the Tenderer tenders. One Contractor will be contracted for each CR.]

1.4 Policy and Legislative Framework

Eligibility and access to AMEP

- 1.4.1 The [Migration Act 1958](#) relates to the entry into, and presence in, Australia of non-citizens, and the departure or removal from Australia of non-citizens and certain other persons.
- 1.4.2 The [Immigration \(Education\) Act 1971](#) states under section 4A Eligibility for English courses that:
 - (a) A person is eligible for the purposes of this Act if he or she:
 - i. is in Australia; and
 - 1. holds a permanent visa; or
 - 2. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or
 - 3. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or
 - 4. is aged under 18 years and has at least one (1) parent who has held or holds a permanent entry permit or permanent visa; and
 - ii. does not have [Vocational English](#) (note: the *Immigration (Education) (Standards for Vocational English) Instrument* may be updated to recognise at least [EAL Framework](#) (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026); and
 - iii. is not ineligible under section 4C or 4D.
 - (b) The Minister may, by legislative instrument, make a determination specifying a class of [temporary visa](#) for the purposes of subparagraph (a)(i)(2).
- 1.4.3 The [Immigration \(Education\) Act 1971](#) states under section 4B Obligation to provide tuition in an English Course that:
 - (a) the Minister must provide, or arrange the provision of, tuition in an approved English course to a person, while that person is eligible, if the person:
 - i. holds a permanent visa; and
 - ii. was aged at least 18 years on the first day the person was in Australia on or after the day when the permanent visa came into effect; and
 - iii. has paid, or is exempt from paying, visa application charge under section 45A of the Migration Act for the permanent visa; and

- iv. did not, at any time before the permanent visa came into effect, hold another permanent visa while in Australia; and
 - v. is not excluded from the application of this section by the [Immigration \(Education\) Regulations 2018](#).
- (b) This section does not limit section 4.
- 1.4.4 In accordance with the [Immigration \(Education\) Act 1971](#), the Minister with responsibility for the AMEP may specify procedures or standards for the definition of Vocational English.
- 1.4.5 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition to an eligible person whose Visa Commencement Day is on or before 1 October 2020 continues until the person has reached Vocational English.
- 1.4.6 Under the [Immigration \(Education\) Act 1971](#), the Commonwealth's obligation to provide English tuition to an eligible person whose Visa Commencement Day is after 1 October 2020 continues until:
- (a) the person has reached Vocational English;
 - (b) the person fails to register with the provider of an approved English course within 12 months after the Visa Commencement Day (for those under 18 years);
 - (c) the person fails to register with the provider of an approved English course within six (6) months after the Visa Commencement Day (for those 18 years and over);
 - (d) the person fails to commence an approved English course within 12 months after the Visa Commencement Day; or
 - (e) the end of the period of five (5) years starting on the person's Visa Commencement Day.
- 1.4.7 The onus is on the eligible person whose Visa Commencement Day is after 1 October 2020 to meet the prescribed timeframes.
- 1.4.8 The *Immigration (Education) Act 1971* also provides that the obligation under section 4B to provide an eligible person with English tuition may be extended in certain prescribed circumstances, in accordance with the *Immigration (Education) Regulations 2018*. For example, an eligible person may be able to register later than the six (6) to 12 months after the Visa Commencement Day.
- 1.4.9 The Australian Government continues to further improve English language, employment and settlement outcomes for Clients. Further details about the AMEP, the legislative reforms and consultations undertaken are at <https://immi.homeaffairs.gov.au/settling-in-australia/amep/about-the-program>

[Note to Tenderers: This information is provided for background purposes only and should not be taken to be a complete representation of the law or Commonwealth policy. Tenderers are expected to seek their own professional advice in relation to this information. Tenderers should note that legislative and policy changes may occur during or after the release of this RFT].

2 OVERVIEW OF THE SERVICES

2.1 Overview of the Requirement

- 2.1.1 The Department seeks to engage suitably qualified Contractors to provide AMEP Services (Services) to Clients and the Department, as specified in this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).

2.1.2 Services must be provided by the Contractor in each CR that it is tendering for, as specified in this Statement of Requirement and the Draft Services Agreement (Attachment E).

2.1.3 The Services must be provided by the Contractor as specified in this Statement of Requirement, including but not limited to:

(a) **Sites, Facilities, Equipment and Resources** in accordance with paragraph 3.2 including:

- i. providing the sites, facilities, equipment and learning resources necessary for delivery of the AMEP.

(b) **Commencement Process for Potential Clients** in accordance with paragraph 3.3, including:

- i. undertaking Client registration, Initial Assessment, extension of Time Limits (where applicable), entry interview (including initial Pathway Guidance set up) and Enrolment.

(c) **Client Exit** in accordance with paragraph 3.4, including:

- i. completing the exit process for each Client being legislatively exited from the Program.

(d) **English Language Tuition** in accordance with paragraph 3.5, including:

- i. flexible delivery modes, including;
 1. Classroom Tuition - Face-to-Face Tuition and Virtual Participation;
 - a. can occur in formal, community and workplace settings (in collaboration with community organisations and employers).
 2. Mixed Mode Tuition; and
 3. Distance Learning tuition.

[Note to Tenderers: Indicative Client data is set out in Appendix 3 to the RFT COT].

(e) **Curriculum** in accordance with paragraph 3.6, including:

- i. delivery using the AMEP national curriculum, [the EAL Framework](#).

(f) **Pathway Guidance and My AMEP Plan (MAP)** in accordance with paragraph 3.7, including:

- i. to Clients, through the delivery of settlement, vocational and educational advice and support, and referral to personal issues counselling and relevant community support services or programs, as appropriate.

(g) **Volunteer Tutor Scheme (VTS)** in accordance with paragraph 3.8, including:

- i. provision of additional informal English language assistance through trained Volunteer Tutors, usually on a one-on-one basis, in a safe and mutually suitable location, or online.

[Note to Tenderers: indicative VTS Client data is set out in Table 3 of Appendix 3 to the RFT COT].

(h) **AMEP Work Connect** in accordance with paragraph 3.9, including:

- i. provision of employment-focused English language tuition and related work experience opportunities to familiarise Clients with Australian workplace

culture and values.

- (i) **AMEP Innovate** in accordance with paragraph 3.10, including:
 - i. at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes. This may include, but is not limited to, facilitating smaller class sizes targeted at specific cohorts, facilitating stronger connections with community and employment groups, exploring new teaching or delivery methods, or the use of new or updated technology (or both).
- (j) **Child care services** in accordance with paragraph 3.11, including:
 - i. the provision of, or the arrangement of the provision of, and ongoing management of suitable and culturally appropriate Child care services and placements to facilitate Client attendance at Face-to-Face Tuition and an AMEP Work Connect work experience placement or similar in AMEP Innovate; and
 - ii. Clients with Children up to and including six (6) years of age who are not enrolled in compulsory schooling are eligible to access free Child care whilst attending Face-to-Face Tuition or an AMEP Work Connect work experience placement.

[Note to Tenderers: indicative annual data is set out in Tables 4, 5 and 6 of Appendix 3 to the RFT COT].

- (k) **Professional Learning (PL)** in accordance with paragraphs 3.12 and 3.14, including:
 - i. the delivery of annual in-house PL for AMEP teachers;
 - ii. engaging with the Department and the Department's AMEP Academy Provider in the design, development and delivery of the AMEP Academy; and
 - iii. participation in or leading topic specific Communities of Practice.
- (l) **Resource Development** in accordance with paragraphs 3.13 and 3.14, including:
 - i. provision of high quality educational resources required by the Contractor to deliver the Services in line with the EAL Framework;
 - ii. utilising available supplementary resources provided by the Department such as AMEPOnline and English Ready booklets to support delivery of the AMEP; and
 - iii. participating in resource development, including as requested by the Department or the Department's AMEP Academy Provider.
- (m) **Marketing and Promotion** in accordance with paragraph 3.15, including:
 - i. actively marketing and promoting the Services to potential referring agencies and Clients in accordance with the SPIs (Appendix 1 to the RFT COT);
 - ii. ensuring all AMEP marketing and promotional material is approved by the Department;
 - iii. ensuring promotional material clearly acknowledges Commonwealth funding, in accordance with the AMEP Brand Guidelines and the SPIs (Appendix 1 to the RFT COT);
 - iv. maintaining current information and an accurate, user-friendly website and

social media presence in accordance with the SPIs (Appendix 1 to the RFT COT).

- (n) **Stakeholder Relationships** in accordance with paragraph 3.16, including:
- i. establishing and maintaining productive relationships with key stakeholders such as settlement, education, skills and employment providers, local community organisations, employers and other key stakeholders.
- (o) **Additional Services** in accordance with paragraph 3.17, including:
- i. upon the Department's request, preparing and submitting to the Department a proposal for the provision of Additional Services in the form notified by the Department; and
 - ii. the provision of Additional Services may include such things as additional quantities or frequency of Services, additional training, or projects relating to the delivery of the Services.
- (p) **Transitional Arrangements for Transferring Clients and Former Clients** in accordance with paragraphs 3.3 and 3.19, including:
- i. undertaking a Commencement Process and Placement Review for each Transferring Client and Former Client in accordance with paragraph 3.19; and
 - ii. providing all Services to Transferring Clients and Former Clients (or both) for their CR, in accordance with this Statement of Requirement.
- [Note to Tenderers: indicative annual data is set out in Appendix 3 to the RFT COT.]***
- (q) **Contract Relationship Management, Meetings and Reporting** in accordance with paragraphs 4.1 to 4.4, including fulfilment of all meeting and reporting requirements.
- (r) **Planning and Program Implementation** in accordance with paragraphs 4.4 to 4.18, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.
- (s) **Business Quality Assurance** in accordance with paragraphs 4.16 including:
- i. adhering to the VET Quality Framework and complying with all its components;
 - ii. adhering to the requirements of [the EAL Framework](#) curriculum; and
 - iii. maintaining a quality management system.
- (t) **Complying with the AMEP Performance Management Framework** in accordance with paragraphs 4.17, 4.18, 4.19 and 4.20, including:
- i. participating in regular contract management meetings and fulfilling all reporting requirements;
 - ii. participating in the AMEP Quality Assurance Program;
 - iii. co-operating with Internal and External Audits and
 - iv. performance measurement against Key Performance Indicators.
- (u) **ICT Systems, IMS and Data** in accordance with paragraphs 4.8, 4.21 to 4.24, including:
- i. provision of ICT policies and procedures;
 - ii. utilising the Department's IMS (being the IMS most recently notified by the

Department and as updated from time to time) and ensuring that all required information/data is recorded in this system and exchanged with the Department;

- iii. implementing and maintaining any systems (or additional systems) required in order to meet the Contractor's obligations under the Draft Services Agreement (Attachment E), which meet the minimum ICT requirements set by the Department;
 - iv. complying with the privacy requirements, as directed by the Department;
 - v. meeting Departmental ICT and security requirements as updated and varied by notice from the Department to the Contractor from time to time;
 - vi. utilising the required user authentication solution;
 - vii. complying with the required security requirements; and
 - viii. complying with the IMS Data Exchange Protocol (see Appendix 6 to the RFT COT).
- (v) the Department will notify the Contractor of its requirements for information management and the IMS from time to time. The Department will provide advance notice to the Contractor of any changes required to ICT systems or the IMS before implementing those changes.

[Note to Tenderers: the Department's Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). There will be updates to the IMS required from time to time during the Contract Term. For IMS information and requirements, Tenderers should refer to the IMS Solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

2.2 General Services Requirements

2.2.1 It is a Condition for Participation in this RFT that the Tenderer must, at the Closing Time, be a Registered Training Organisation (RTO) registered with at least one of the following regulatory bodies:

- (a) Australian Skills Quality Authority (ASQA), see <http://www.asqa.gov.au>;
- (b) Victorian Registration and Qualifications Authority (VRQA), see <http://www.vrqa.vic.gov.au>; or
- (c) Training Accreditation Council (TAC), Western Australia, see <http://www.tac.wa.gov.au>.

2.2.2 The Contractor must have the AMEP national curriculum, i.e. the EAL Framework (see [the EAL Framework](#) on their scope of registration, as evidenced by the tendering organisation on [Skills: training.gov.au](#), or provide details of how the Contractor will have [the EAL Framework](#) on their scope of registration prior to the Service Delivery Date (see Attachment F – Glossary) as detailed in Section 3 – Detailed Description of Services.

[Note to Tenderers: To deliver qualifications within the EAL Framework, RTOs must apply to their regulatory body to get the curriculum on scope. Tenderers are notified that a new qualification for their scope of registration can take time. Tenderers are encouraged to allow sufficient time to satisfy this requirement, if required, for their Tender response. For example, ASQA states on their website that they will process change of scope applications within six months, subject to the application being complete on submission. The time that an RTO may take to prepare the required

resources will depend on a range of factors, such as familiarity with the curriculum, staffing and availability of resources. Further information is provided on the websites of each regulatory body, as follows:

(a) ASQA: <https://www.asqa.gov.au/rto/change-scope-registration/add-items-scope-registration>

(b) VRQA: <https://www.vrqa.vic.gov.au/VET/Pages/determining-scope-of-registration.aspx>

(c) TAC: <https://www.tac.wa.gov.au/registration/Changestoregistration/Addnewitems/Pages/default.aspx>.

Paragraph 2.2 should be read in conjunction with 'Conditions for Participation' and 'Essential Requirements' in Part 1 of the RFT Conditions of Tender - RFT Details and the SPIs (Appendix 1 to the RFT COT).]

2.3 Required Skills or Knowledge

Service Delivery and Personnel Requirements

2.3.1 The Services and related program delivery guidance are further detailed within the SPIs (Appendix 1 to the RFT COT).

2.3.2 In delivering the Services to Clients, the Contractor must:

- (a) provide all Services in accordance with the Draft Services Agreement (Attachment E) and this Statement of Requirement, including the SPIs (Appendix 1 to the RFT COT);
- (b) comply with all applicable laws and policies, state and territory Legislation, relevant Australian industry standards, best practice and;
- (c) provide suitable Personnel (including Personnel approved by the Department in accordance with paragraph 2.3.3). Personnel include:
 - i. officers, directors, employees, volunteers, teachers, agents, temporary contractors;
 - ii. any Subcontractor and the Subcontractor's officers, directors, employees, agents and temporary contractors;
 - iii. Child care workers not included in the subcontract arrangements;
 - iv. any other person employed or engaged by the Contractor, or Subcontractors, in the performance of the Services, and
- (d) ensure sufficient numbers of appropriately qualified and experienced personnel are employed to meet contractual obligations;
- (e) ensure teachers, assessors and all other relevant Personnel have the requisite qualifications to deliver [the EAL Framework](#), in line with the ASQA, VRQA, TAC or the relevant Australian accrediting organisation's specifications;
- (f) ensure teachers and assessors are assessed for Training and Assessment (TAE) exemption under a diploma or higher level qualification in adult education requirement as part of the RTO Standards, where required;
- (g) ensure it is prepared at all times, to provide the Services in the volumes, at the levels, and to the standard as offered in its Tender Response;
- (h) provide Volunteer Tutors and ensure that volunteers receive initial and ongoing training,

with a minimum of 15 hours of initial training per Volunteer Tutor, which includes:

- i. cultural awareness training;
- ii. information about the AMEP;
- iii. information about English as an additional language (EAL) teaching pedagogy, curriculum planning advice and delivery methods; and
- iv. information about adult learning styles and relevant teaching strategies.

(i) provide Pathway Guidance Officers (PGOs) and ensure that PGOs:

- i. are suitably qualified in educational, vocational, social work, counselling or related fields, and eligible to apply for professional registration/accreditation in their field;
- ii. have experience working with people from culturally and linguistically diverse backgrounds; and
- iii. have a thorough knowledge of the services available in the local vicinity, including, but not limited to:
 1. settlement and community support services and related Contractors;
 2. mainstream education and employment services and related Contractors;
 3. local employers and industries;
 4. local community organisations, including but not limited to, refugee support services, community capacity building and culturally and linguistically diverse (CALD) support networks; and
 5. the Vocational Education and Training sector.

(j) provide administrative support staff to assist with the provision of the Services, including, but not limited to:

- i. Client registration, including verifying the Client's identity and verifying their eligibility for the AMEP;
- ii. telephone enquiries and feedback;
- iii. mail and email management;
- iv. creating and updating Client Records as required;
- v. entering information into the IMS as detailed in paragraph 4.22;
- vi. transitioning and implementing any changes required in order to meet Departmental IMS and security requirements and any new IMS from time to time;
- vii. the provision of, or arrangement of the provision and ongoing management of all related Child care services and placements;
- viii. communications and stakeholder engagement, including marketing and promotion;
- ix. organisation of AMEP Work Connect work experience placements;
- x. exiting Clients from the AMEP; and
- xi. managing post AMEP referrals.

- (k) ensure that all Personnel meet the requirements of any relevant legislation regarding the screening or checking of people who have contact with Children or other vulnerable people.
 - (l) ensure that all Personnel, Clients and their family members are treated with respect regardless of their gender, lifestyle, interests, religious or cultural backgrounds or beliefs, and that equitable access to services is maintained, in accordance with the Australian Public Service (APS) Code of Conduct and APS Values set out in the *Public Service Act 1999*.
- 2.3.3 If the Contractor is, or has been, unable to engage Personnel with the qualifications specified in paragraph 2.3.2(e), the Contractor may request the Department to approve the engagement of Personnel with other suitable qualifications.
- 2.3.4 If the Department receives a request in accordance with paragraph 2.3.3, the Department:
- (a) must decide whether it will, or will not, provide its approval as soon as reasonably practicable; and
 - (b) if it grants approval, may decide to impose limitations or conditions on that approval.
- 2.3.5 The Department may, by written notice to the Contractor, withdraw, or impose further conditions on, its approval of the engagement of Personnel with qualifications other than those specified in paragraph 2.3.2(e) if such Personnel are not performing as required.
- 2.3.6 If the Department provides its approval for the engagement of Personnel with qualifications other than those specified in paragraph 2.3.2(e), then throughout any period the approval is in effect and subject to paragraph 2.3.5, those Personnel shall be taken to have met the qualification requirements specified by paragraph 2.3.2(e).
- 2.3.7 The Contractor must, if required by the Department, within 30 Business Days of commencement of each of the Personnel engaged by the Contractor to deliver tuition or to conduct assessments, provide evidence to the Department or the Department's Quality Assurance Provider (or both) that the Personnel engaged have the required qualifications.

2.4 Timeframes

- 2.4.1 The Contractor is expected to be engaged to provide the Services in accordance with the following indicative timetable:
- (a) Contract Commencement Date – 5 August 2025.
 - (b) Transition-in commences – 6 August 2025.
 - (c) Service Delivery Date – 1 January 2026.
- 2.4.2 A detailed proposed timetable for implementation will be included in the Contract Transition-In Plan Approved by the Department, in accordance with paragraph 4.5.

[Note to Tenderers: The Department intends that the Draft Services Agreement (Attachment E) (and some transition-in activities) will commence from the Commencement Date, as the Department requires the provision of the Services to commence from 1 January 2026. Transition-in will be further developed and agreed with the successful Tenderer/s depending on its proposed solution and the arrangements with the current provider/s.]

2.5 Payment for Services Delivered

- 2.5.1 AMEP will be funded through hourly tuition payments, based on Scheduled Attendance where

the Client has been marked as in attendance, and associated Client support services. The Contractor must factor costs associated with Scheduled Tuition Breaks into their hourly tuition rate, in accordance with the relevant state and territory Work Health and Safety requirements, and any applicable industry sector standards. Further details of AMEP funding and payments are at Attachment C – Pricing Schedule.

3 DETAILED DESCRIPTION OF SERVICES

3.1 Service Delivery

- 3.1.1 The Contractor must deliver the AMEP in accordance with this Statement of Requirement and the SPIs (Appendix 1 to the RFT COT).
- 3.1.2 The Contractor must, at its own cost, source interpreting and translating services where a Client requires English language assistance, in accordance with paragraph 3.3.4.
- 3.1.3 National Accreditation Authority for Translators and Interpreters (NAATI) certified translators and interpreters should be used where possible, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.1.4 The Contractor must have in place appropriate plans, procedures and guidelines to support successful delivery of the Services, in accordance with paragraph 4.4 and the SPIs (Appendix 1 to the RFT COT).
- 3.1.5 The Contractor must deliver Services within one (1) or more of the CRs (Appendix 2 to the RFT COT). The Contractor must have demonstrated capability and capacity to deliver the Services below.

3.2 Sites, Facilities, Equipment and Resources

- 3.2.1 The Contractor must provide the sites, facilities, equipment and learning resources necessary for the delivery of the AMEP, in accordance with clause 5.4 of Attachment E - Draft Services Agreement, including but not limited to:
 - (a) facilities in accordance with the relevant and applicable Commonwealth, state, territory and local government legislative standards. Facilities must be located to the extent possible in areas where Clients live or work, or be accessible by public transport (or both);
 - (b) facilities and equipment that are maintained and in good working order and meet the learning needs of Clients, including computers connected to the internet at all sites; and
 - (c) sufficient quantity of high-quality learning resources appropriate to [the EAL Framework](#) curriculum.
- 3.2.2 The Contractor must supply the Services specified, within the CRs at the Sites, approved in accordance with the provisions of the clause 5.4 of the Draft Services Agreement (Attachment E). Services must be supplied on the conditions and at the times, if any, specified in the Draft Services Agreement (Attachment E).
- 3.2.3 The Contractor must ensure the Sites approved in accordance with the provisions of clause 5.4 of the Draft Services Agreement (Attachment E):
 - (a) meet all applicable work, health and safety standards;
 - (b) contain, or have available, all equipment and facilities, including, for example, internet and telephone access, necessary for the satisfactory provision of the Services;

- (c) have private interview facilities;
- (d) have clear signage;
- (e) are generally suitable for the provision of the Services;
- (f) are maintained to a high professional standard; and
- (g) display and use Commonwealth branding, logos and promotional material;
 - i. as required;
 - ii. to the standard required; and
 - iii. on the conditions specified by the Commonwealth

3.2.4 The Contractor must not change the Sites at which the Contractor supplies the Services without the Commonwealth's prior written approval.

3.3 Commencement Process for Potential Clients

3.3.1 The Contractor must undertake the Commencement Process for Potential Clients before they receive Tuition.

3.3.2 The Contractor must, within the timeframes specified in the SPIs (Appendix 1 to the RFT COT), make arrangements for each Potential Client to undertake a Commencement Process at a Site specified in the Draft Services Agreement (Attachment E) that is within 50 kilometres of the Potential Client's residential address unless:

- (a) the person's residential address is more than 50 kilometres from any Site; or
- (b) the person is unable to attend in person due to physical, cultural, religious, employment, care-giver reasons, or, for other reasons beyond their control; or
- (c) Commonwealth, State or Territory restrictions, recommendations or mandates (including public health);

in which case, the Contractor must conduct a remote Commencement Process via telephone or internet video link in accordance with the SPIs (Appendix 1 to the RFT COT).

3.3.3 For the purposes of the Commencement Process identified in paragraph 3.3 the Contractor must conduct, including but not limited to, the following steps:

- (a) Client registration - register the Potential Client in accordance with the process set out in paragraph 3.3.4 and the SPIs (Appendix 1 to the RFT COT);
- (b) Initial Assessment - conduct an Initial Assessment of the Potential Client's English language proficiency in accordance with paragraph 3.3.6 to 3.3.7 and the SPIs (Appendix 1 to the RFT COT);
- (c) extension of Time Limits - where appropriate, apply for an extension of timeframes in accordance with paragraph 3.3.8 to 3.3.10 and the SPIs (Appendix 1 to the RFT COT);
- (d) entry interview - where the Potential Client satisfies the Eligibility Criteria, conduct an Entry Interview with the person in accordance with paragraph 3.3.11 to 3.3.13 and the SPIs (Appendix 1 to the RFT COT); and
- (e) Enrolment - enrol the Client in the appropriate AMEP tuition option and delivery mode in accordance with paragraph 3.3.14 to 3.3.16 and the SPIs (Appendix 1 to the RFT COT).

Client Registration

3.3.4 The Contractor must register every Client, in accordance with the SPIs (Appendix 1 to the

RFT COT), including but not limited to the following activities:

- (a) assess the Potential Client to determine whether they meet Eligibility Criteria;
- (b) confirm the identity of the client, and sight any original documentation as required by the SPIs (Appendix 1 to the RFT COT);
- (c) where the circumstances require it, arrange NAATI certified interpreters or bilingual support (or both) to assist the Potential Client; and
- (d) if the Potential Client:
 - i. is not eligible to receive any part of the Services:
 - 1. advise the Potential Client of their ineligibility; and
 - 2. record the ineligibility result in the Department's IMS;
 - 3. advise the Potential Client of the outcome.
 - ii. satisfies the Eligibility Criteria:
 - 1. advise the Potential Client of their eligibility;
 - 2. record their eligibility in the Department's IMS;
 - 3. arrange for the Potential Client to undertake an Initial Assessment in accordance with paragraph 3.3.6 to 3.3.7 and the SPIs (Appendix 1 to the RFT COT).
 - 4. advise Potential Client of the outcome.

3.3.5 The Contractor must record all Potential Client deferrals in accordance with the SPIs (Appendix 1 to the RFT COT).

Initial Assessment

3.3.6 Once the Potential Client has been registered, the Contractor must conduct an Initial Assessment by assessing the Potential Client's English language proficiency in accordance with the process outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.7 If the Potential Client's level of English language proficiency is assessed as:

- (a) equal to or higher than Vocational English, the Contractor must:
 - i. notify the Potential Client of their ineligibility to receive Services;
 - ii. record the ineligibility result in the Department's IMS;
- (b) less than Vocational English, the Contractor must:
 - i. record the result of the Initial Assessment in the Department's IMS;
 - ii. notify the Potential Client of their eligibility; and
 - iii. arrange for the Client to undertake an entry interview; and
 - iv. link the Client to a Primary Location in the IMS, based on where the Client will receive the majority of Services, in accordance with the SPIs (Appendix 1 to the RFT COT).

Extension of Time Limits

3.3.8 If, during the Commencement Process, the Contractor reasonably believes that a Potential Client is only ineligible because they have not met the Time Limits set under the Act:

- (a) explain to the Potential Client the purpose for, and process of, applying for an extension of Time Limits;
 - (b) ask the Potential Client whether they wish to apply to the Department for an extension of Time Limits; and
 - (c) work with the Potential Client to prepare and submit an extension request to the Department within 30 Business Days of the Commencement Process using the process outlined in the SPIs (Appendix 1 to the RFT COT).
- 3.3.9 If the Department receives an extension request under paragraph in 3.3.8 and the SPIs (Appendix 1 to the RFT COT), it will:
- (a) decide whether it will, or will not, grant the extension; and
 - (b) advise the Contractor of that decision.
- 3.3.10 Where the Department has notified the Contractor that it has approved an extension of Time Limits, the Contractor must continue with the Commencement Process. Where the Department has notified the Contractor that it has not granted an extension of Time Limits, the Contractor must notify the Potential Client of their ineligibility to receive Services.

Entry Interview

- 3.3.11 The Contractor must conduct an entry interview for Clients in accordance with the SPIs (Appendix 1 to the RFT COT). The entry interview must include discussion of delivery modes and the development of a My AMEP Plan (MAP).
- 3.3.12 If the person has been assessed and registered as a Client, the Contractor must conduct an entry interview, including but not limited to:
- (a) where the circumstances require it, arrange a NAATI certified interpreter or bilingual support to assist the Client;
 - (b) discuss with the Client the Initial Assessment results, prior learning, qualifications and current goals;
 - (c) where the Client has a mutual obligation requirement, determine what those obligations are, and potential impact to the delivery of the Services; and
 - (d) providing advice to the Client as required on:
 - i. available tuition options, including delivery modes and subprograms;
 - ii. the purpose of the MAP;
 - iii. Pathway Guidance;
 - iv. their obligations while participating in the Services, and the available complaint mechanisms;
 - v. enrolment into classes; and
 - vi. arrangements for Child care.
 - (e) issuing to and discussing with the Client:
 - i. the Client AMEP code of conduct; and
 - ii. a privacy notice;
 - (f) providing the Client with general information about:
 - i. Services;

- ii. the potential impact of non-attendance at training and acceptable reasons for non-attendance; and
- iii. information on their eligibility for and availability of Child care Services;
- (g) where appropriate, referring the Client to any other relevant government or community support services;
- (h) advising the Client that they will be asked to attend an Exit Interview when they cease receiving the Services; and
- (i) preparing a MAP in accordance with the SPIs (Appendix 1 to the RFT COT).

3.3.13 The outcomes of the entry interview must ensure:

- (a) the Client is able to choose the most appropriate delivery mode for their circumstances and is enrolled in those classes;
- (b) enrolment in Distance Learning if the Client is not able to attend Classroom Tuition (Face-to-Face Tuition and Virtual Participation) or Mixed Mode Tuition and meets Distance Learning criteria;
- (c) the Client's MAP is created and recorded within one (1) month of commencement, in accordance with the SPIs; and
- (d) a copy of the MAP is provided to the Client.

Enrolment of Client

3.3.14 The Contractor must enrol the Client in an appropriate learning activity and commence the Client in that learning activity within the timeframes outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.15 If there is a period of time between Client enrolment and the commencement of tuition, unless a deferral has been agreed, the Contractor should provide appropriate learning activities for the Client as outlined in the SPIs (Appendix 1 to the RFT COT).

3.3.16 The Contractor must create and maintain a Client File for each Client within the timeframes outlined in the SPIs (Appendix 1 to the RFT COT), that includes at a minimum:

- (a) records of the Client's eligibility and identity documentation;
- (b) records of enrolment and initial and continuing assessments against [the EAL Framework](#) curriculum, as required;
- (c) evidence of assessment completed by a Client which accurately reflect the Client's progress against [the EAL Framework](#) curriculum, as claimed by the Contractor;
- (d) records of attendance and any interventions by the Contractor to improve attendance, if required, and
- (e) updating of Client Files in relation to Transferring Clients or Former Clients.

3.4 Client Exit

3.4.1 The Contractor must exit a Client when they reach one (1) or more of the below legislative requirements:

- (a) the Client is assessed as reaching Vocational English;
- (b) the Client moves to an ineligible visa;
- (c) the Client reaches the Time Limit for registration and/or commencement; or

- (d) the Client reaches the Time Limit of their tuition.
- 3.4.2 The Contractor must complete the exit process, including conducting an Exit Interview where possible, in accordance with the SPIs and at a minimum:
- (a) update Exit Interview details and data in the Client's Record;
 - (b) update and close the Client's MAP;
 - (c) provide the Client with a copy of their finalised MAP;
 - (d) provide the Client with referrals to other programs or bodies, as appropriate, to further assist the Client to achieve the goals set out in their MAP; and
 - (e) close and store the Client File in accordance with paragraph 4.28.

3.5 English Language Tuition

- 3.5.1 The Contractor must provide Clients the choice of flexible tuition modes as part of their service delivery, including Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning tuition, or provide for a combination of delivery modes, in accordance with the SPIs.
- 3.5.2 The Contractor must also deliver formal Classroom Tuition in community and workplace settings in accordance with the SPIs.
- 3.5.3 The Contractor must offer virtual tuition and have the capability and capacity to move all Clients participating in Face-to-Face Tuition to Virtual Participation, Mixed Mode Tuition or Distance Learning tuition, as directed by the Department, if circumstances require.
- 3.5.4 The Contractor must provide sufficient quantity of educational resources required to deliver the Services in line with the EAL Framework and in accordance with the SPIs.
- 3.5.5 Online and paper-based resources should be offered to Clients, as appropriate, to supplement their tuition and may be used both during and outside of class time. This includes use of the resources provided by the Department (including [AMEPOnline](#)).
- 3.5.6 The Contractor must facilitate the movement of Clients between the flexible tuition modes to meet the Client's changing circumstances and facilitate ongoing retention in and engagement with the AMEP.
- 3.5.7 Where it is not viable to run separate AMEP classes due to insufficient Client numbers, the Contractor may offer combined classes, which allow for AMEP and non-AMEP clients to be taught in the same class. Delivery of combined classes must be in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.5.8 The Contractor should provide interpreting or bilingual support (or both) and other specialised support and resources to humanitarian and beginner level Clients during the initial weeks following Enrolment, to explain teaching methodology and identify learning and settlement issues. The Contractor should provide such support to other Clients as required during the initial weeks following Enrolment.
- 3.5.9 The Contractor should deliver AMEP tuition:
- (a) to address the goals and learning pathways set out in each Client's MAP;
 - (b) during times that align with the State and Territory school terms;
 - (c) which provides a range of options for Clients, e.g. full-time, part-time, during the day, evenings, weekend and school holiday classes, where those times are more suitable for a particular Client;

- (d) otherwise, at the times, via the modes, and on the conditions specified in the SPIs (Appendix 1 to the RFT COT);

3.5.10 Full-time tuition is defined as a minimum of 20 hours per week; part-time tuition is defined as any number of tuition hours fewer than 20 hours per week. This is based on scheduled class attendance hours.

3.5.11 The Contractor must:

- (a) ensure that tuition is only delivered by Personnel who hold the qualifications and experience set out at paragraph 2.3.2(e);
- (b) manage absences in accordance with the procedures described in the SPIs (Appendix 1 to the RFT COT);
- (c) ensure that class sizes for Classroom Tuition (Face-to-Face Tuition and Virtual Participation) and Mixed Mode Tuition do not exceed 20 Clients attending at any one time, and where possible, offer smaller class sizes for beginner level Clients. Distance Learning class sizes can be delivered one-on-one or in a Virtual Classroom environment with a maximum of eight (8) DL Clients at any one time; and
- (d) ensure that, at all times, a Client is linked within the IMS to the correct Primary Location to ensure correct payment for the Services is applied.

3.5.12 The Contractor should provide separate classes for each [EAL Framework](#) curriculum level. However, at Sites where it is not financially viable to run separate AMEP classes at each curriculum level, the Contractor may offer mixed level English classes.

Delivery Modes

3.5.13 The Contractor must have capability and capacity to deliver all Services described below:

- (a) **Classroom Tuition** consists of Face-to-Face Tuition and Virtual Participation, where Clients participate in a learning activity at the same time as their teacher:
 - i. Classroom Tuition can occur in formal, community or workplace settings.
 - ii. Clients participating in Virtual Participation attend in real time in a virtual capacity using a suitable platform or application. Clients who can access a computer or mobile device with internet capability can access this tuition option. As appropriate to Client circumstances, the Contractor may offer:
 - 1. virtual only classes, where all Clients participate in the class through virtual classroom software; or
 - 2. classes consisting of synchronous Face-to-Face Tuition and Virtual Participation. Clients are able to participate in real time face-to-face classroom activities by joining the class through virtual classroom software.
 - iii. The Contractor must make tuition mode choices that best meet the Client's individual learning needs and circumstances.
 - iv. The Contractor must deliver Face-to-Face Tuition if this delivery mode is the most appropriate for the Client.
 - v. The Contractor must provide Face-to-Face Tuition at a Site that is within 50 kilometres of the Potential Client's residential address, unless the conditions set out in paragraph 3.3.2 are met or the Client is eligible for DL.
 - vi. The Contractor must provide Clients with the opportunity to participate in Virtual

Participation learning environments. The Contractor must use appropriate ICT platforms and develop and provide suitable learning resources to support Virtual Participation tuition.

- vii. Clients may access one (1) or more of the Classroom Tuition modes.
- viii. Classes should be offered full-time or part-time, during the day, in the evenings and on weekends, and scheduled to coincide with school terms, noting holiday programs can also be offered at provider discretion.
- ix. Child care services are available to Clients during Face-to-Face Tuition or AMEP Work Connect work experience placement time only.

(b) Mixed Mode Tuition:

- i. **Mixed Mode Tuition** consists of full-time or part-time tuition, where Clients participate in a combination of delivery modes, including scheduled interactive delivery with the teacher and/or class (Face-to-Face Tuition and Virtual Participation), and guided independent learning (online or paper-based).
- ii. Scheduled interactive delivery can be delivered in small groups, larger groups and small amounts of 1:1 training, according to the most appropriate method and level of support required for a particular Client.
- iii. The scheduled interactive teacher tuition component is permitted to constitute a maximum of 50% of the total Mixed Mode Tuition hours.
- iv. The Contractor is required to provide the guided independent classwork to the Client. Teachers must be available to support Clients within business hours and outside of scheduled class times.
- v. Child care services are available to Clients during Face-to-Face Tuition time only.

(c) Distance Learning (DL) tuition:

- i. The Contractor must deliver or have capacity to offer DL in their CRs.
- ii. DL is for Clients who are located more than 50 kilometres from a Site or cannot attend Classroom Tuition (Face-to-Face Tuition and Virtual Participation) or Mixed Mode Tuition for physical, cultural, religious, employment, care-giver reasons or other reasons beyond their control.
- iii. DL must be available for Clients across all levels of English language proficiency.
- iv. DL allows for Clients to learn at home, with curriculum materials (either online or paper-based) specifically designed for out-of-classroom, self-paced learning, supported by regular contact with a qualified teacher.
- v. DL course content should be delivered online through teacher led e-learning, Virtual Classroom or by sending the Client hard or soft copies of learning materials.
- vi. The Contractor must provide specifically designed DL learning materials for all DL Clients (online and paper-based).
- vii. The Contractor should make available DL learning materials that:
 - 1. are optimised for use on tablets, smartphones and PCs; and
 - 2. meet the requirements of the SPIs (Appendix 1 to the RFT COT), and any other standards set by the Department.

- viii. The Contractor must assess on a case-by-case basis the level of teacher contact required for each distance learner, but must provide teacher/Client contact at a minimum of one (1) hour and no more than two (2) hours per week, unless otherwise agreed by the Department. Departmental approval is required for any changes to DL teacher/Client contact hours.
- ix. DL can be delivered one-on-one or in a Virtual Classroom environment with a maximum of eight (8) DL Clients at any one time.
- x. The Contractor should provide DL Clients with access to the VTS as an additional support.
- xi. DL Clients cannot access AMEP Work Connect work experience placements or Child care services.
- xii. The Contractor must facilitate the movement of Clients between DL and Classroom Tuition (Face-to-Face Tuition, Mixed Mode Tuition and Virtual Participation) as their circumstances change.

[Note to Tenderers: Tuition modes and associated support services are detailed at Appendix 8 to the RFT COT.]

3.6 Curriculum

- 3.6.1 The Contractor must use the AMEP national curriculum, [the EAL Framework](#).
- 3.6.2 The Contractor must deliver accredited training at the Course level using:
 - (a) 22636VIC Course in Initial EAL
 - (b) 22637VIC Course in EAL
- 3.6.3 The Contractor must deliver accredited training at the Certificate Level, using:
 - (a) 22638VIC Certificate I in EAL (Access)
 - (b) 22639VIC Certificate II in EAL (Access)
 - (c) 22640VIC Certificate III in EAL (Access)
- 3.6.4 Use of other EAL Framework qualifications must be approved by the Department in its absolute discretion.
- 3.6.5 The Contractor must ensure that teaching and other educational resources deliver consistent and high-quality tuition across delivery Sites to all Clients.
- 3.6.6 The Contractor must place Clients in the appropriate EAL Framework level following an Initial Assessment or Placement Review of English language proficiency.
- 3.6.7 The Contractor must ensure that curriculum delivery caters to Clients' learning goals, be they settlement, employment or further study related.
- 3.6.8 The Contractor must have the capability and capacity to deliver employment-focused English language tuition to Clients who have indicated employment as their objective.
- 3.6.9 The Contractor must take every opportunity when designing resources to integrate settlement information, Australian values, culture and laws into delivery of [the EAL Framework](#), where appropriate.
- 3.6.10 The Contractor must familiarise themselves with practice content for the Australian Citizenship Test, including the resource booklet *Australian Citizenship: Our Common Bond*, and take steps to explicitly identify to Clients when teaching activities relate to content that will

support Clients to prepare for the Australian Citizenship test.

- 3.6.11 The Contractor may use [EAL Framework](#) aligned resources developed by the Department to support the delivery of the AMEP.

3.7 Pathway Guidance and My AMEP Plan (MAP)

- 3.7.1 The Contractor must have the capacity to deliver up to six (6) hours of Pathway Guidance per Client throughout their time in the Program, in the form of settlement, vocational and educational advice and support.
- 3.7.2 Delivery of Pathway Guidance to Clients in excess of six (6) hours may be considered in certain circumstances on application to, and approval by, the Department, in accordance with the SPIs.
- 3.7.3 Pathway Guidance may include settlement, vocational and educational advice and referral to personal issues counselling or relevant community support services (or both). Guidance and advice may include:
- (a) information on learning pathways relevant to the Client's learning goals and educational milestones;
 - (b) changing the Client's learning pathways, such as the delivery mode, to facilitate the Client's continued retention in and engagement with the AMEP;
 - (c) early referral of the Client to other appropriate support services or programs (e.g. the Department's humanitarian settlement service provider), according to Client needs and circumstances;
 - (d) discussions on settlement ambitions and barriers to successful participation in the Program by Clients, including resolution of issues that may lead to poor Client attendance or early exit;
 - (e) discussion on methods to improve the Client's English language proficiency, to participate effectively in the local labour force or participate in further study or training; and
 - (f) information and referrals to post-AMEP pathways including further education, employment and relevant community services.
- 3.7.4 When developing a Client's MAP (My AMEP Plan), the Contractor **must** engage early and regularly in a Client's settlement journey and collaborate with other settlement and employment case managers (e.g. the Department's humanitarian settlement service provider and Workforce Australia).
- 3.7.5 Pathway Guidance should, wherever possible, occur outside of class time. If Pathway Guidance is delivered during class time, Pathway Guidance is not payable.
- 3.7.6 The Contractor must record activities of Pathway Guidance in the Client's MAP in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.7.7 Pathway Guidance must be delivered by Pathway Guidance Officers with the requisite qualifications (refer paragraph 2.3 - Required Skills or Knowledge).
- 3.7.8 During the Commencement Process, Pathway Guidance Officers must establish a MAP for each Client. The MAP must be updated whenever Pathway Guidance is provided to a Client. The establishment of the MAP during the Commencement Process is not deducted from the six (6) hours allocation to each Client. For Former Clients and Transferring Clients, a MAP will

need to be created or updated (or both). This will be deducted from the six (6) hours of Pathway Guidance allocated to that Client.

- 3.7.9 Pathway Guidance must be provided to a Client at entry and exit from the AMEP.
- 3.7.10 The Pathway Guidance Officer must check in with the Client at least annually to assess if the Client is still on track with their learning and settlement goals. The MAP must be updated by the Pathway Guidance Officer at least annually to record the outcomes of this discussion.
- 3.7.11 Updates to the MAP should also occur at regular intervals throughout the Client's time in the AMEP, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.7.12 The Contractor must provide the Client with a copy of the most current version of their MAP.

3.8 Volunteer Tutor Scheme (VTS)

- 3.8.1 VTS provides additional language assistance by a trained volunteer, usually on a one-to-one basis, in a safe and mutually suitable location, or online (if mutually agreed).
- 3.8.2 The Contractor must offer VTS to all Clients where available, including those participating in Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and Distance Learning. The Contractor should ensure that a Volunteer Tutor is provided to humanitarian and vulnerable Clients requiring additional support wherever possible to supplement their learning.
- 3.8.3 The Contractor must have the capability and capacity to offer the VTS service to all Clients in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.8.4 The Contractor must match Volunteer Tutors with Clients based on their needs. There is no limit to the use of Volunteer Tutors.
- 3.8.5 If a Volunteer Tutor stops providing tuition to a Client, the Contractor must match another Volunteer Tutor to the Client, where appropriate.
- 3.8.6 The Contractor must recruit and provide training for Volunteer Tutors prior to matching them with Clients, in accordance with the SPIs (Appendix 1 to the RFT COT). Training must involve a minimum of 15 hours initial training per Volunteer Tutor and ongoing refresher training and professional learning sessions annually.
- 3.8.7 The training should equip Volunteer Tutors to deliver informal English tuition to Clients. Training must include the following:
 - (a) cultural awareness training;
 - (b) information about the AMEP;
 - (c) information about English as an additional language (EAL) teaching pedagogy, curriculum planning advice and delivery methods; and
 - (d) information about adult learning styles and relevant teaching strategies.
- 3.8.8 The Contractor must immediately address any concerns with the safety of Volunteer Tutors or Clients in a Client's home by either discontinuing VTS for that Client or delivering VTS to that Client either virtually or at an alternative and safe location.
- 3.8.9 The Contractor must manage details of each Volunteer Tutor in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.8.10 The Department may require Volunteer Tutor details for the purposes of communicating directly with Volunteer Tutors about any changes to the VTS, particularly during contract transitions or major program evaluations or changes. As such, the Contractor must record

Volunteer Tutor details in the IMS, with written consent to be obtained from the Volunteer Tutor prior to this information being entered (via the Department's approved VTS Privacy Notice and Consent Form).

3.9 AMEP Work Connect

- 3.9.1 AMEP Work Connect provides Clients with employment-focused English language tuition, as deemed appropriate by the Contractor and in accordance with SPIs (Appendix 1 to the RFT), and related work experience opportunities to familiarise them with Australian workplace culture and values.
- 3.9.2 The Contractor must have the capability and capacity to deliver employment-focused English language tuition and related work-based opportunities to participating Clients.
- 3.9.3 AMEP Work Connect employment-focused English language tuition can be delivered as Classroom Tuition (Face-to-Face Tuition and Virtual Participation), Mixed Mode Tuition and via Distance Learning.
- 3.9.4 AMEP Work Connect employment-focused English language tuition can be scheduled to coincide with school terms or offered outside of the school term.
- 3.9.5 AMEP Work Connect consists of:
- (a) 120-160 hours of AMEP employment-focused English language tuition (EAL Framework Certificate Level), as considered appropriate by the Contractor; and
 - (b) 40-80 hours of a related work experience placement.
- 3.9.6 The Contractor must maintain evidence that a Client satisfies the Eligibility Criteria listed in the SPIs (Appendix 1 to the RFT) for AMEP Work Connect and must:
- (a) advise the Client of their potential eligibility for AMEP Work Connect;
 - (b) determine if the Client has previously undertaken any work based tuition or placements;
 - (c) ask the Client whether they wish to participate in AMEP Work Connect;
 - (d) if the Client is eligible and wishes to participate in AMEP Work Connect, provide it to the Client.

AMEP Work Connect employment-focused tuition

- 3.9.7 The Contractor must ensure Clients undertaking AMEP Work Connect, prior to commencing a work experience placement, have completed 120-160 hours of AMEP EAL Framework Certificate Level English language employment-focused tuition which:
- (a) appropriately prepares the Client to participate in a work experience placement, having regard to their English language proficiency;
 - (b) adequately addresses the learning, vocational and settlement goals described in each Client's MAP.
- 3.9.8 The employment-focused tuition requirement may come from dedicated AMEP Work Connect classes or completed as part of other standard English language tuition, as deemed appropriate by the Contractor and in accordance with SPIs (Appendix 1 to the RFT).
- 3.9.9 Class sizes for AMEP Work Connect employment-focused tuition must not exceed 20 Clients per class for Classroom Tuition (Face-to-Face Tuition and Virtual Participation) and Mixed Mode Tuition.
- 3.9.10 Distance Learning Virtual Classrooms must not exceed eight (8) Clients per class.

AMEP Work Connect work experience placement

- 3.9.11 The Contractor must develop strong networks with local employers and industries. The Contractor must actively create opportunities for Clients that may lead to ongoing employment which meets local labour market needs.
- 3.9.12 The Contractor must, in relation to any work experience undertaken by a Client during AMEP Work Connect, ensure in accordance with the SPIs (Appendix 1 to the RFT COT):
- (a) the work experience is conducted in an environment that:
 - i. meets all relevant work, health and safety standards and any applicable industry sector standards, including breaks;
 - ii. is culturally appropriate;
 - (b) is appropriate to the Client's skill set and goals described in each Client's MAP;
 - (c) is appropriate for the level of English language proficiency of the Client;
 - (d) provide appropriate supervision and training of the Client;
 - (e) that if the Client is entitled by law to receive remuneration, they receive that remuneration;
 - (f) where no workers' compensation scheme applies to the placement, ensure there is insurance in place providing similar coverage for the Client; and
 - (g) the Client receives any reasonable assistance required to complete the placement.
- 3.9.13 The AMEP Work Connect work experience placement must be delivered face-to-face. However, the Department may consider virtual delivery of AMEP Work Connect placements on a case by case basis, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.9.14 Each Client is limited to one (1) work placement during their time in connection with the AMEP.
- 3.9.15 Distance Learning Clients are not eligible for AMEP Work Connect work experience placements.
- 3.9.16 The Contractor must only provide AMEP Work Connect in accordance with the SPIs (Appendix 1 to the RFT COT).

3.10 AMEP Innovate

- 3.10.1 AMEP Innovate is a capped sub-program that provides additional funding to the Contractor to pilot initiatives and projects that look beyond current program delivery and identify areas that could benefit from the adaptation of new ideas and innovative service delivery.
- 3.10.2 AMEP Innovate initiatives and projects aim to enhance Client English language, settlement and employment outcomes. These may include, but are not limited to:
- (a) facilitating smaller class sizes for identified cohorts, including in community and workplace settings;
 - (b) increasing flexible delivery and economic participation outcomes for clients;
 - (c) facilitating stronger connections with community and employment groups;
 - (d) exploring new teaching or delivery methods;
 - (e) making better use of technology; and/or

- (f) special programs with targeted tuition and learning outcomes.
- 3.10.3 The Contractor must deliver AMEP Innovate in accordance with clause 5.11 of the Draft Services Agreement (Attachment E) and the SPIs (Appendix 1 to the RFT COT).
- 3.10.4 The Contractor acknowledges that when the Department requires the delivery of Services through AMEP Innovate, the Department may invite the Contractor to submit a proposal for which the Contractor seeks payment to implement an AMEP Innovate project.
- 3.10.5 The Department may, from time to time, request the Contractor to prepare and submit to the Department a proposal for AMEP Innovate, in accordance with provisions for Additional Services at paragraph 3.17 and in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.10.6 Where the Department invites the Contractor to submit a proposal for AMEP Innovate, the Department will:
 - (a) inform the Contractor;
 - (b) specify:
 - i. the form by which the proposal is to be submitted;
 - ii. the timeframe for submission of a proposal;
 - iii. the objectives/outcomes to be addressed by way of an AMEP Innovate project;
 - iv. the timeframe for delivery of the AMEP Innovate project; and
 - v. any other matters the Commonwealth considers may be relevant.
- 3.10.7 If the Contractor agrees to submit a proposal for an AMEP Innovate project, the proposal must clearly set out:
 - (a) how the proposal meets the objectives/outcomes of the AMEP Innovate project;
 - (b) how the Contractor will put the proposal into effect;
 - (c) what metrics will be used to assess the effectiveness of the proposal, if implemented;
 - (d) itemised costings for the proposal; and
 - (e) any other matters specified by the Department.
- 3.10.8 If the Department agrees to accept a proposal for an AMEP Innovate project, the Contractor will be issued with documents to formally vary the Draft Services Agreement (Attachment E) in a form determined by the Department;
- 3.10.9 If requested by the Department, the Contractor must make available any resources developed as part of AMEP Innovate in accordance with the SPIs (Appendix 1 to the RFT COT).

3.11 Child care Services

- 3.11.1 Unless approved by the Department, the Contractor must provide, or arrange (or both) for the provision of, suitable and culturally appropriate Child care in accordance with the SPIs (Appendix 1 to the RFT COT):
 - (a) for the Children of Clients, where those Children are up to and including six (6) years of age, who are not enrolled in compulsory schooling;
 - (b) within thirty (30) minutes travel time from the Client's residential address or delivery of eligible AMEP services.
 - (c) for the time:
 - i. that a Client is attending:

1. Face-to-Face Tuition (formal or community setting) or an AMEP Work Connect work experience placement;
 2. Face-to-Face Tuition during Mixed Mode Tuition learning;
 3. Face-to-Face community-based classes (except for classes where parents and carers can have their Children attend with them onsite in class);
- ii. that the Client spends travelling from the Child care service, after dropping the Children off, to eligible AMEP tuition or AMEP Work Connect work experience placement, and the time that the Client spends travelling to the Child care service to collect the Children after having attended the eligible AMEP tuition or AMEP Work Connect work experience placement,
 - iii. the Contractor must factor any relevant costs into Child care costs, including such things as:
 1. Client travel time between (each way) the Child care provider and the AMEP Activity;
 2. administrative costs in sourcing, referring and organising Child care placements; and
 3. all fees and charges including Child care provision, Scheduled Tuition Breaks, other breaks, absences, holiday and holding and cancellation fees.
- (d) where required, in relation to Additional Services under paragraph 3.17, as Approved by the Department and in accordance with clause 5.11(d) of Attachment E – Draft Services Agreement;
- (e) at a Child care facility which:
- i. must be compliant with relevant national, state and territory legislation and industry standards;
 - ii. must, if assessed by the Australian Children’s Education & Care Quality Authority (ACECQA) in accordance with the National Quality Standard (NQS), not be rated as ‘Significant Improvement Required’;
 - iii. is located within 30 minutes of the Client’s residential address or the Face-to-Face Tuition or AMEP Work Connect work experience placement, where possible;
 - iv. may include, but is not limited to, crèches and adjunct child care, assessed and rated long day care services, occasional care centres, assessed and rated Family Day Care services and registered In-Home care providers. The Department encourages the Contractor to use occasional child care arrangements where possible, to reduce the cost of child care to the taxpayer; and
- (f) at no cost to the Client;
- (g) during the hours of 8am until 6pm, from Monday to Friday, on Business Days;
- but:
- (h) may make Child care available to Clients whose Face-to-Face Tuition or AMEP Work Connect placement classes fall outside those times; and

- (i) may at its own cost, provide Child care for any period during which the AMEP Client receives tuition through DL or the VTS.

3.11.2 The Contractor must take into consideration Child care that is both cost effective and suitable for Clients.

3.11.3 A Client must be the parent or legal guardian of the Child/ren to be eligible to access AMEP Child care services.

The Contractor must ensure that Child care attendance data is collected from the Child care provider to demonstrate when the Client's Child/ren attended Child care.

[Note to Tenderers: Indicative annual data is set out in Tables 4, 5 and 6 of Appendix 3 to the RFT COT.]

3.12 Professional Learning

3.12.1 The Contractor must deliver annual in-house Professional Learning (PL) for AMEP teachers, including, but not limited to:

- (a) cultural awareness training;
- (b) English as an additional language;
- (c) digital literacy;
- (d) adult learning;
- (e) the delivery of tuition through Virtual Participation; and
- (f) the delivery of tuition through DL.

3.12.2 The Contractor must ensure its nominated Personnel undertake any training in the use of the Department's IMS, as determined by the Department.

3.12.3 A Third Party PL provider, the AMEP Academy Provider, will be engaged by the Department to design, develop and deliver a PL program to support teachers and other provider staff through the AMEP Academy (refer paragraph 3.14).

3.12.4 The Contractor may be consulted in relation to the development of the annual PL program to determine training priorities and emerging areas of interest.

3.12.5 The Contractor must support relevant Personnel, including teachers, to attend and participate in PL activities.

3.12.6 The Contractor must participate in regular national Communities of Practice meetings and may be asked to lead topic specific Communities of Practice.

3.12.7 The Contractor must meet their own time, travel and accommodation costs associated with attendance at PL activities.

3.13 Resource Development

3.13.1 The Contractor must provide sufficient quantity of high quality educational resources required to deliver the Services in line with [the EAL Framework](#) and in accordance with the SPIs (Appendix 1 to the RFT COT).

3.13.2 The Department's AMEP Academy Provider will deliver a range of learning and assessment resources aligned to the national curriculum (refer paragraph 3.14).

- 3.13.3 The Department will make available any EAL Framework aligned supplementary resources developed by the Department or the Department's AMEP Academy Provider to complement Contractor resources, including English ready booklets.
- 3.13.4 The Contractor must facilitate access to the AMEP Virtual Hub, the AMEP Academy's secure repository and systems that house resources, including the Assessment Task Bank (ATB) and a range of teaching and PL resources for teachers, managed by the Department or the Department's AMEP Academy Nominated Third Party PL provider.
- 3.13.5 The Contractor must participate in resource development, as requested by the Department or the Department's AMEP Academy Provider, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.13.6 At its own cost, the Contractor must participate, as requested by the Department or the Department's AMEP Academy Provider, in the AMEP Teaching and Assessment National Working Group, which includes monthly meetings and an annual workshop, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.13.7 The Contractor must supply the Department with assessment tasks annually, as requested by the Department or the Department's AMEP Academy Provider, in accordance with the SPIs (Appendix 1 to the RFT COT).

3.14 The AMEP Academy

- 3.14.1 A Third Party provider will be engaged by the Department to deliver the AMEP Academy.
- 3.14.2 The AMEP Academy will support the delivery of AMEP and drive continuous improvement, informed by Teaching English to Speakers of Other Languages (TESOL) research and best practice.
- 3.14.3 The AMEP Academy may include but is not limited to:
- (a) PL training for teachers, to build on and maintain TESOL expertise, and underpin quality and innovation in the program;
 - (b) PL workshops for AMEP practitioners;
 - (c) Development of teaching, learning and assessment resources specific to the complex needs of the AMEP cohort and aligned to the national curriculum, including [AMEPOnline](#) and printable resources;
 - (d) A research program, including longitudinal studies to track AMEP Client outcomes, and drive continuous improvement in AMEP delivery;
 - (e) Host and manage [AMEPOnline](#), the AMEP Virtual Hub or any other platform requested by the Department; and
 - (f) AMEP forums and any annual service provider conference.
- 3.14.4 Resources to be provided by the AMEP Academy include, but are not limited to:
- (a) [AMEPOnline](#), a publicly available interactive website of e-learning resources;
 - (b) Assessment Task Bank (ATB) resources, through the AMEP Virtual Hub; and
 - (c) a range of teaching, PL and supplementary resources for AMEP practitioners aligned to the EAL Framework, including English Ready booklets.
- 3.14.5 The Contractor must engage with the Department and the Department's AMEP Academy Provider in the design, development and delivery of the AMEP Academy and associated services and resources.

3.15 Marketing and Promotion

- 3.15.1 The Contractor must actively market and promote the Services to potential referring agencies and Clients in accordance with the SPIs (Appendix 1 to the RFT COT) to:
- (a) enhance awareness of the Program for Potential Clients and increase the proportion of Potential Clients who take up their AMEP entitlement;
 - (b) attract new volunteers for the VTS;
 - (c) re-engage Former Clients who disengaged from the AMEP; and
 - (d) encourage other government and community stakeholders in the CR to refer Clients to the AMEP.
- 3.15.2 The Contractor must ensure all AMEP marketing and promotional material is approved by the Department as set out in the Draft Services Agreement (Attachment E) and the SPIs (Appendix 1 to the RFT COT). All material must clearly acknowledge Commonwealth funding, in accordance with the AMEP Brand Guidelines and the SPIs (Appendix 1 to the RFT COT).
- 3.15.3 The Contractor must ensure that any required AMEP marketing and promotional activity is approved by the Department, in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.15.4 The Contractor must make available clear, accurate and easily accessible information on the Services in accordance with the SPIs (Appendix 1 to the RFT COT), including:
- (a) maintaining an accurate, user-friendly website:
 - i. that displays comprehensive information on the Program;
 - ii. which contains contact details for enquiries;
 - iii. with content written in 'plain English' and where possible, translated;
 - iv. with appropriate accessibility functions for a diverse audience;
 - (b) an active social media presence;
 - (c) making a member of its Personnel available during Business Hours, whose role is to provide advice to any person seeking information on the Program; and
 - (d) generally, acting as a single point of contact for providing general information on the Program.
- 3.15.5 The Contractor must actively promote flexible learning tuition modes and the availability of Department funded online English language resources, such as [AMEPOnline](#), to its Clients and stakeholders.
- 3.15.6 Marketing and promotion will include, but not be limited to, connecting with:
- (a) Potential Clients;
 - (b) Clients who have disengaged from the AMEP;
 - (c) community organisations, employers and industry stakeholders, particularly in relation to AMEP Work Connect; and
 - (d) education and training institutions in relation to pathways to further education, including further English as an additional language (EAL) post-AMEP.
 - (e) the community in relation to the recruitment of volunteers for the Volunteer Tutor Scheme.

3.15.7 The Contractor must establish, maintain and strengthen relationships with key stakeholders, for the purpose of:

- (a) raising awareness of the availability of the Services amongst:
 - i. agencies who wish to refer Potential Clients to the Contractor;
 - ii. Potential Clients; and
 - iii. potential volunteers for the Volunteer Tutor Scheme;
- (b) encouraging a strong uptake of the Services by Potential Clients; and
- (c) referring Clients to other services on an as required basis.

3.15.8 The Contractor must:

- (a) identify as a provider of the Services for which it has been contracted to deliver;
- (b) use branded signage as supplied, if any, by the Department, in the manner and form, and as directed by the Department, from time to time;
- (c) prominently display, distribute and make available branded information products supplied by the Department, and as directed by the Department, from time to time; and
- (d) perform the Services in a manner which complements and acknowledges other initiatives within the CR that may benefit Clients.

3.16 Stakeholder Relationships

3.16.1 The Contractor must establish and maintain productive relationships with the Department's AMEP Academy Provider and AMEP Quality Assurance Provider, in relation to the deliverables in this Statement of Requirement and in accordance with the SPIs, in order to assist the Department to facilitate continuous improvement and innovative solutions to improve Client outcomes.

3.16.2 The Contractor must establish and maintain productive relationships and ensure regular (at least quarterly) meetings with humanitarian and other settlement services providers and other key stakeholders within the CR, to identify settlement and humanitarian entrant specific needs and to collaborate on the development of solutions and innovative service delivery to all Clients.

3.16.3 The Contractor must establish and maintain productive relationships with *Workforce Australia* providers (and other Government Departments, as required) to support Clients who will benefit from AMEP tuition in their transition to the workforce.

3.16.4 The Contractor must establish and maintain productive relationships with the VET sector.

3.16.5 The Contractor must establish and maintain productive relationships with local employers and industries to support AMEP Work Connect.

3.16.6 The Contractor must establish and maintain productive relationships with local community organisations.

3.17 Additional Services

3.17.1 The Department may, from time to time during the Contract Term, require Additional Services (clause 5.11 of the Draft Services Agreement (Attachment E)) which may include, but are not limited to:

- (a) additional quantities or frequency of goods and/or Services;

- (b) additional training;
- (c) projects relating to the delivery of the Services (e.g. AMEP Innovate at paragraph 3.10);
- (d) professional advice or consultation on topics related to the Requirement; and
- (e) the development of teaching and professional learning resources.

If the Department requires Additional Services, the Department may request the Contractor to prepare and submit to the Department a proposal for the provision of those Additional Services in the form notified by the Department. The Department may, in its absolute discretion, accept or reject any proposal submitted by the Contractor and the Department is not bound to any proposal unless and until the Agreement is varied in accordance with clause 33.6 of the Draft Services Agreement to provide for the Additional Services.

- 3.17.2 The Contractor will not be entitled to charge or receive any reimbursement or payment for the cost of preparing any proposal relating to any request for Additional Services.
- 3.17.3 Where a variation is executed by the parties for the provision of Additional Services, then:
- (a) that variation forms part of the Agreement;
 - (b) the Contractor will provide the Additional Services specified in the variation;
 - (c) the Department will pay any fees or charges to the Contractor in accordance with the payment schedule set out in the executed variation; and
 - i. according to any additional standards or KPIs specified in the variation; and
 - ii. otherwise on the terms and conditions of the Agreement, except to the extent that the parties agree in writing that such terms and conditions do not apply.
- 3.17.4 The Additional Services process in this paragraph 3.17 does not in any way reduce or vary the Contractor's responsibility to provide the Services and perform its obligations set out in the Draft Services Agreement (Attachment E).

3.18 Discretionary Fee

- 3.18.1 In accordance with clause 7.3 of the Draft Services Agreement (Attachment E), during the Contract Term, the Department may, in its absolute discretion, pay additional amounts to the Contractor (paid at the hourly rates set out in Schedule 3 of the executed Agreement or an amount determined by the Department in its discretion) in connection with the implementation of any significant Commonwealth policy or process changes, or any significant information technology and information management updates (**Discretionary Fee**), including, but not limited to, costs associated with administration, data management and training.

3.19 Transitional Arrangements for Former Clients or Transferring Clients

- 3.19.1 A Transferring Client means an individual who is currently enrolled in and receiving AMEP services with an existing AMEP Contractor, in accordance with the SPIs (Appendix 1 to the RFT COT). Transferring Clients are not eligible for the Initial Assessment process or payment.
- 3.19.2 The Contractor must accept Transferring Clients from unsuccessful or non-tendering existing AMEP Contractors (or both) for the CR, in accordance with this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).
- 3.19.3 A Former Client means an individual who has previously enrolled in the AMEP, and who has disengaged from the Program prior to reaching legislative exit requirements, or who was exited from the Program prior to 19 April 2021 on reaching legislative exit requirements in place at that time. Former Clients are not eligible for the AMEP Initial Assessment Payment.

The Contractor must accept all Former Clients, if they are assessed as meeting AMEP eligibility criteria, as set out in paragraph 1.4 of this Statement of Requirement.

3.19.4 The Contractor must provide all Services to Transferring Clients or eligible Former Clients for their CR, support seamless transition and continuity of the delivery of tuition services, in accordance with this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT).

3.19.5 From the Service Delivery Date, the Contractor must:

- (a) provide the Services to any Clients allocated by the Department to the Contractor where those same Clients were, prior to that date, receiving the same or similar services from a different Contractor; and
- (b) comply with all reasonable directions by the Department relating to the Contractor's provision of Services to those Clients.

3.19.6 Where, by operation of paragraph 3.3.4, the Contractor is required to provide Services to a Client:

- (a) the Contractor must:
 - i. first assess the Client to determine the volume of services (or same or similar services) the client had received prior to the Commencement Date; and
 - ii. then commence providing those Services to that Client.

3.19.7 The Contractor must undertake a Commencement Process (paragraph 3.3) and a Placement Review for each Transferring Client or Former Client, in accordance with the SPIs (Appendix 1 to the RFT COT).

3.19.8 Placement Reviews involve the assessment of a Transferring Client's or Former Client's English language proficiency and individual needs to determine the most appropriate AMEP class placement, MAP and other requirements;

[Note to Tenderers: Indicative Transferring Client data is at Table 1 in Appendix 3 to the RFT COT.]

3.19.9 During the contract negotiation period, the Department will issue more detailed directions for transition in and related matters, such as:

- (a) establishing Sites;
- (b) Transferring Clients and Children in Child care;
- (c) Client data entry, transfer, management, privacy and storage requirements;
- (d) continuity of services (including communication protocols with outgoing Contractor); and
- (e) reporting.

3.20 Commonwealth Assistance

3.20.1 The Department will provide the Contractor with the following resources and materials:

- (a) access to the IMS and appropriate training for relevant Personnel as specified in paragraph 4.21.3;
- (b) [AMEPOnline](#), a website that provides a suite of interactive self-paced national curriculum resources;
- (c) access to the Secure File Transfer System, which is a secure file transfer with the Department (including auditors, Quality Assurance Provider and Professional Learning Provider);

- (d) access to GovTeams, which is a comprehensive whole-of-government collaboration service for the Australian Public Service;
- (e) access to the AMEP Virtual Hub, which houses the Assessment Task Bank (ATB) and a range of teaching and PL resources for teachers; and
- (f) standardised reporting templates as outlined in paragraph 4.15 – Timing for Document Deliverables.

3.20.2 The Contractor must not adapt resources and materials provided to the Contractor by the Department or the Department's Third Party provider, except as permitted under the terms of the Draft Services Agreement (Attachment E).

4 CONTRACT ADMINISTRATION

4.1 Contract Relationship Management

4.1.1 The Contractor must:

- (a) implement and manage their internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Contractors;
- (b) develop and implement their own governance arrangements for effective contract and relationship management to ensure Service delivery is accountable, consistent and in coordination with the Department; and
- (c) be responsive to requests from the Department and the Department's Nominated Third Party providers, including changes in delivery to Services and requests for reporting.

4.1.2 The Contractor must nominate to the Department the key positions and corresponding resources that will manage the Draft Services Agreement (Attachment E) for each CR they are tendering for.

4.1.3 The Contractor must ensure that the key positions nominated in the Human Resource Management Plan are occupied at all times to achieve a strong and effective partnership and facilitate effective service delivery and contract management.

4.1.4 In accordance with the SPIs (Appendix 1 to the RFT COT), the Contractor must advise of changes to key positions within five (5) Business Days of the earlier of:

- (a) the change occurring; and
- (b) the Contractor becoming aware that changes will occur.

4.2 Contract Management Meetings

4.2.1 The Contractor must participate in contract management and performance related meetings, including Site visits, as required and at times and locations notified by the Department, at least once every six weeks. Most meetings will be held via telephone or online, however, there may be a requirement to attend meetings in person at the Department's nominated location during the Contract Term.

4.2.2 The Contractor must meet their own travel, accommodation and other costs associated with attendance at all meetings.

4.2.3 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 4.2.1 and will distribute copies of the meeting minutes to the Contractor's nominated Personnel for review.

Other Meetings

- 4.2.4 The Contractor must participate in regular AMEP Service Provider meetings, as directed by the Department. The Department will take minutes of all AMEP Service Provider meetings and will distribute the minutes to the Contractor.
- 4.2.5 During the Contract Term, the Department will meet with the Contractor as required, to review and discuss items such as performance, reports, payments, disputes, security requirements, risk management and fraud control, compliance with WHS, non-compliances, settlement services and relevant industry and technology developments.
- 4.2.6 In advance of meetings, where possible, the Department will outline when and where they are to be held, and who is required to attend.
- 4.2.7 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Contractor for review.
- 4.2.8 Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention.

AMEP Service Provider Conference

- 4.2.9 The Contractor must attend each and any AMEP annual service provider conference, arranged by the Department, and send at least one (1), and if required two (2) Personnel. The Contractor must meet their own time, travel and accommodation costs associated with attendance.

4.3 Contract Reporting

- 4.3.1 During the Contract Term and as part of the administrative process, the Contractor must comply with all contract reporting as specified in the SPIs (Appendix 1 to the RFT COT). These reports at a minimum include:
- (a) Mid-year Reports - unless otherwise agreed in writing by the Department, Mid-year Reports must be submitted to the Department by 28 February each year in the form set out in the SPIs (with a Mid-year Report not required in the first year of the Contract Term). Mid-year Reports must report against the Annual Plan and show progression against KPIs.
 - (b) Annual Reports - unless otherwise agreed in writing by the Department, Annual Reports must be submitted to the Department by 30 September each year in the form set out in the SPIs (Appendix 1 to the RFT COT). Annual Reports must report against the elements of the Annual Plan, show progression against KPIs and include, but are not limited to:
 - i. Audited annual financial statements;
 - ii. information on Client complaints and incidents, and register of complaints;
 - iii. lessons learnt;
 - iv. evidence of compliance with the Indigenous Procurement Policy;
 - v. current WGE Act letter of compliance;
 - vi. threat and risk assessment report;
 - vii. Australian Industry Participation Plan Implementation report;
 - viii. reporting against National Waste Policy;
 - ix. written confirmation that it has complied with all of the Department's Security requirements; and

- x. a minimum of two (2) good news stories or case studies to highlight Client and Contractor achievements.
 - (c) Compliance Reports - due within 14 Calendar Days of a request by the Department. Compliance Reports may relate to any aspect of the Contractor's compliance with the Draft Services Agreement (Attachment E).
 - (d) Client Surveys - as requested by the Department, up to a maximum of two (2) times per financial year. The Contractor must conduct the surveys:
 - i. in the form required by the Department; and
 - ii. provide the results of the surveys, as well as copies of all completed surveys, to the Department, or the Department's Nominated Third Party provider, within the timeframe specified by the Department.
- 4.3.2 The Department will provide the Contractor with templates for the Annual Plan, Annual Report and Mid-year Report, along with instructions to assist in meeting reporting requirements. These templates may be varied from time to time and the Department will provide updated versions to the Contractor as and when required. The Contractor must implement any updated versions of these templates at its own cost.
- 4.3.3 During the Contract Term and as part of the administrative process, the Contractor may also be required to provide written reports on:
 - (a) progress of the Service delivery requirements;
 - (b) meeting KPIs;
 - (c) contact with security classified material;
 - (d) security incidents; and
 - (e) incidents (including but not limited to WHS).
- 4.3.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.
- 4.3.5 The Contractor is required to maintain appropriate Records (as defined in, and in accordance with, the Draft Services Agreement – Attachment E) in respect of the information that is reported to the Department, and provide these Records as and when requested by the Department

4.4 Planning and Program Implementation

- 4.4.1 The Contractor must perform the Services in an efficient, effective and comprehensive manner, including that it must:
 - (a) provide all relevant plans, policies and guidelines within the specified timeframes outlined in this Statement of Requirement and in accordance with the SPIs (Appendix 1 to the RFT COT); and
 - (b) ensure all plans include:
 - i. specific requirements where appropriate; and
 - ii. overarching management principles.
- 4.4.2 The Contractor must develop the following plans and documents in accordance with this Statement of Requirement (including the schedule set out in paragraph 4.15 – Timing for

Document Deliverables) and must ensure that all Personnel comply with those plans and documents once they have been approved:

- (a) Risk Management Plan and Risk Register;
- (b) Fraud and Corruption Control Plan;
- (c) ICT Policies and Procedures;
- (d) Business Continuity Plan;
- (e) Human Resource Management Plan;
- (f) Work Health and Safety Plan;
- (g) Contract Transition-Out Plan;
- (h) Annual Plan;
- (i) Communications Plan; and
- (j) Other contract reporting.

4.4.3 Unless otherwise specified or agreed to by the Department, the Contractor must review and update:

- (a) all plans and documents listed above as required and at a minimum, on an annual basis, to ensure they remain accurate and current; and
- (b) the ICT policies and procedures within one (1) month of the Department notifying the Contractor that it deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).

4.5 Contract Transition-In Plan

[Note to Tenderers: The contract Transition-In Period is the period from the Commencement Date and continues until transition-in is accepted (Transition-In Period) (see Attachment F – Glossary) and prior to the Service Delivery Date detailed in Section 3 – Detailed Description of Services. Refer to Part 1 of RFT COT – RFT Details for the range of dates that Service delivery may commence.]

4.5.1 As part of their Tender, Tenderers should provide a draft Transition-In Plan which meets the requirements set out in paragraph 4.5.2.

4.5.2 The draft Transition-In Plan must, at a minimum, describe all the tasks and activities required to ensure that the Contractor can effectively commence performing all of the Services by 1 January 2026 (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement), including but not limited to:

[Note to Tenderers: Tenderers tendering for multiple CRs may provide a consolidated Transition-In Plan that applies to all CRs for which the Tenderer is tendering. Please indicate if the Transition-In Plan submitted covers all regions tendered for. Where applicable, Tenderers should identify which part of the Transition-In Plan relates to the corresponding CR. The Transition-In Plan should take into account and include any particular transition issues relevant to Client cohorts within the identified CR(s) (see Appendix 2 and 3 to the RFT COT for Client profiles and statistics).]

- (a) securing the facilities, equipment, assets and learning resources (both digital and physical) necessary for the delivery of the Services, including all proposed teaching premises for the provision of Classroom Tuition and other interactive modes of tuition,

and community and work-based facilities for Services to be delivered where applicable, corporate offices (for example, where administrative staff and the Contract Manager will work from) and the arrangement or provision of child care places – with details of their respective locations;

- (b) a comprehensive Personnel transition-in strategy, including details of how the Contractor will engage and retain sufficient adequately skilled, experienced, qualified, cleared and authorised Personnel to perform the Services within the nominated CR/s, including teachers, Pathway Guidance Officers, Volunteer Tutors and administrative staff;
- (c) delivering qualifications within [the EAL Framework](#) national curriculum across all modes of tuition and all training levels;
- (d) details of the training that will be delivered to Personnel during the Transition-In Period, including in the use of the Contractor's and the Department's AMEP-related policies, procedures and ICT systems;
- (e) details of how the Contractor will ensure continuity of Service delivery to Clients, including working with the incumbent Contractor/s and Department to transition existing services, including those Clients who may transfer to the Contractor from other CRs;
- (f) details of how the Contractor will provide sufficient child care places for the Children of AMEP Clients in the nominated CR/s;
- (g) the proposed transition-in team, including names, roles, experience and percentage of their time allocated to transition-in and the intended dates of their commencement and withdrawal from the transition-in process;
- (h) timing proposed for transition-in implementation, including a separate detailed transition-in project timeline, setting out each task and activity required to perform all the Services;
- (i) any proposed subcontracting arrangements;
- (j) details of the Contractor's proposed ICT arrangements, including the establishment/development of a Student Management System (SMS) and other information technology system/s in accordance with paragraphs 4.21 to 4.24, and use of, and links with, the Department's IMS from time to time;
- (k) strategies and processes for the collection and transfer of data and Client Records as detailed in the IMS Data Exchange Protocol (Appendix 6 to the COT);
- (l) how any relevant information technology systems will be established or adapted to meet exchange and other requirements, including obtaining any relevant clearances and compliance statements specified in paragraphs 4.23 – General ICT requirements and 4.22 – Data requirements;
- (m) records and information management, in accordance with applicable privacy and records management requirements;
- (n) details of how the Contractor will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Agreement – Attachment E (including applicable security governance, information security, personnel security and physical security);
- (o) asset management;
- (p) communications and stakeholder engagement to support delivery of the Services, including details of how the Contractor will actively promote the AMEP, including with Personnel, existing Clients, Potential Clients, employers and industry stakeholders, settlement and employment providers, including humanitarian settlement services,

community organisations, other state, territory and Australian Government agencies involved in the support of Clients;

- (q) process mapping, including draft process maps as attachments to the Transition-In Plan, where relevant, for the establishment of services;
- (r) milestones for the approval by the Department of all plans and documents required in accordance with the Draft Services Agreement (Attachment E);
- (s) milestones required to be met for achievement of transition-in of the Services;
- (t) details of the acceptance criteria for each of the milestones;
- (u) details of the responsibilities of the parties during the Transition-In Period;
- (v) details of how the Contractor will establish capacity to deliver the Services;
- (w) details of how the Contractor will establish robust managerial and administrative governance arrangements to deliver the Services, in order to comply with this Statement of Requirement;
- (x) details of any assumptions the Contractor's Transition-In Plan is based on; and
- (y) details of key risks identified that could significantly limit the Contractor's ability to complete transition-in on schedule, together with information about mitigation strategies to address each risk.

4.5.3 The Contractor will be required to participate in regular teleconferences or online meetings, as directed by the Department, throughout the Transition-In Period, to report on activities and milestones detailed in the Transition-In Plan and project timeline.

4.5.4 The Contractor must notify the Department when all activities and requirements in their Approved final Transition-In Plan have been completed.

4.5.5 The Department will issue the Contractor with a Certificate of Acceptance when the Department is satisfied that the Contractor:

- (a) has completed the requirements of their Approved final Transition-In Plan(s);
- (b) has submitted all plans, documents and other Deliverables that are due within the Transition-In Period, to the acceptable required standard, as detailed in paragraph 4.15– Timing for Document Deliverables; and
- (c) are considered ready to deliver the Services.

4.6 Risk Management Plan and Risk Register

4.6.1 The Contractor must provide a Risk Management Plan and Risk Register detailing the identification, management and mitigation of risks to the AMEP for approval by the Department, in accordance with the timeframes set out at paragraph 4.15.

4.6.2 The Contractor must:

- (a) understand the nature of the risks to the AMEP;
- (b) systematically identify, assess, treat, monitor and review those risks; and
- (c) ensure that risk and fraud identification, assessment and prevention are embedded into processes at all levels.

4.6.3 The Risk Management Plan and Risk Register must be consistent with the Commonwealth Risk Management Policy and Commonwealth Fraud Control Framework, and must, at a minimum, describe:

- (a) how the Contractor will identify, seek to prevent and manage risks in relation to the Services, including specific risks unique to the AMEP;
- (b) the level of conformance to recognised standards for risk management (AS ISO 31000:2018);
- (c) criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria;
- (d) how risks will be categorised and appropriate risk treatment strategies applied;
- (e) how risks will be reported internally and to the Department; and
- (f) the thresholds for escalation and management of risks.

4.6.4 The Contractor must:

- (a) incorporate or otherwise address any comments or feedback from the Department on the Risk Management Plan and Risk Register;
- (b) comply with and implement the approved Risk Management Plan and Risk Register during the Contract Term;
- (c) perform its obligations under the Draft Services Agreement (Attachment E) in a manner that facilitates identification, control, management and mitigation of the risks in connection with the Draft Services Agreement, whether or not a risk is identified in the approved Risk Management Plan and Risk Register;
- (d) provide the Department with information and documents in relation to the Risk Management Plan and Risk Register promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management Plan and Risk Register, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management Plan and Risk Register throughout the Contract Term in accordance with the Draft Services Agreement, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

4.7 Fraud and Corruption Control Plan

4.7.1 The Contractor must provide a Fraud and Corruption Control Plan detailing the approach to the management, prevention and detection of fraud related risks to the AMEP for approval by the Department, in accordance with the timeframe set out at paragraph 4.15.

4.7.2 The Contractor must:

- (a) understand the nature of the fraud and corruption related risks to the AMEP;
- (b) systematically identify, assess, treat, monitor and review those risks; and
- (c) ensure that fraud and corruption identification, assessment, and prevention are embedded into processes at all levels.

4.7.2.1 The Fraud and Corruption Control Plan must be consistent with the Department's Risk Management strategies and the Commonwealth Fraud and Corruption Control Framework, and must, at a minimum, describe and address:

- (a) fraud risk management in the Contractor's organisation more broadly, such as personnel vetting;
- (b) fraud risk management specific to the AMEP;
- (c) the specific fraud risks unique to the AMEP;

- (d) how the Contractor will identify, prevent and manage risk of fraud and corruption in the performance of the Services;
- (e) a summary of fraud and corruption risks and vulnerabilities associated with the Services;
- (f) treatment strategies and controls put in place to manage fraud and corruption risks and vulnerabilities;
- (g) how the Contractor will assess the adequacy of existing controls;
- (h) how the Contractor will train Personnel in identifying and dealing with fraud; and
- (i) how any instances of fraud or suspected fraud will be reported internally and to the Department.

4.7.3 The Contractor must:

- (a) comply with and implement the approved Fraud and Corruption Control Plan during the Contract Term;
- (b) incorporate or otherwise address any comments or feedback from the Department on the Fraud and Corruption Control Plan during the Term;
- (c) perform its obligations under the Draft Services Agreement (Attachment E) in a manner that facilitates identification, control, management and mitigation of fraud and corruption related risks in connection with the Draft Services Agreement, whether or not a risk is identified in the approved Fraud and Corruption Control Plan;
- (d) provide the Department with information and documents in relation to the Fraud and Corruption Control Plan promptly on request by the Department;
- (e) promptly report to the Department on the status of the Fraud and Corruption Control Plan, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Fraud and Corruption Control Plan throughout the Contract Term, as and when necessary, to ensure the plan identifies current fraud risks and appropriate prevention or mitigation strategies at all times.

4.8 ICT Policies and Procedures

[Note to Tenderers: Tenderers should provide the Department with their ICT policies and procedures relevant to the requirement with their Tender response.]

4.8.1 ICT policies and procedures should include:

- (a) a description of the ICT policies, procedures and business processes to enable the Services to be provided in an efficient, secure and accountable manner in accordance with the Draft Services Agreement – Attachment E;
- (b) a description of the ICT security arrangements, including anti-virus and anti-spyware measures;
- (c) Harmful Code protection and prevention procedures, in accordance with clause 23.12 of the Draft Services Agreement – Attachment E;
- (d) a description of the Mobile Computing Policy if Mobile Computing Devices are used for the provision of the Services;
- (e) a description of the policies, protocols and safeguards for external storage devices;

- (f) the physical locations where the Contractor's Personnel will be accessing the Department's systems and information;
 - (g) ICT Disaster Recovery Plan and business continuity arrangements;
 - (h) a description of user access management;
 - (i) a description of password management;
 - (j) a description of the ICT process for handling data privacy, based on the *Privacy Act 1988* (Cth) and the Australian Privacy Principles; and
 - (k) a description of the ICT incident management and reporting.
- 4.8.2 The provision of the ICT policies and procedures outlined at paragraph 4.8.1 is in addition to completion of the Service Delivery Partner Control Assessment (Appendix 4 of the RFT COT).
- 4.8.3 The ICT Policies and Procedures must be updated within one (1) month of the Department notifying the Contractor that the Department deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).

4.9 Business Continuity Plan

- 4.9.1 The Contractor must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out at paragraph 4.15 and in line with International Standard 22301 Security and Resilience - Business continuity management systems — requirements 2019 (ISO 22301:2019), Australian/New Zealand Standard 5050 (Int): 2020 (AS/NZS 5050:2020) and the Business Continuity Institute Good Practice Guidelines 2018 (BCI GPG) to:
- (a) ensure continuity of Services provided to the Department; and
 - (b) support resumption of the Department's business operations in regard to establishing services (including the Services).
- 4.9.2 The BCP must be informed by a business impact assessment to determine continuity and recovery priorities, identify dependencies, and undertake a risk assessment to identify, analyse and evaluate potential disruption risks.
- 4.9.3 The BCP must address risk management, business impact analysis, incident response, disaster recovery and longer term unforeseen events, such as a pandemic.
- 4.9.4 The BCP must include, at a minimum:
- (a) an outline of the key Services and the priority of functions;
 - (b) Contractor Key Personnel roles and responsibilities in the event of an emergency and for responding to recovering from business disruptions;
 - (c) key contacts details;
 - (d) detailed continuity and recovery procedures that can be implemented when required resources are unavailable, which includes addressing loss of Personnel, loss of Workplace, loss of ICT, loss of or damage to Equipment and loss of Suppliers;
 - (e) detailed procedures in regards to establishing services to support the Department's business continuity; and
 - (f) notification, reporting and communication protocols.
- 4.9.5 The Contractor must have arrangements in place to ensure the BCP and corresponding Documentation is regularly reviewed, tested and updated annually or after activation, to ensure continual service improvement of the Business Continuity Management System.

- 4.9.6 Post-exercise or post-activation reports (or both) must be prepared by the Contractor capturing lessons learned and reflecting changes to be incorporated into the Business Continuity Plan.
- 4.9.7 Post-exercise or post-activation reports (or both) must be provided by the Contractor to the Department within 30 Business Days.

4.10 Human Resource Management Plan

- 4.10.1 The Contractor must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out at paragraph 4.15.
- 4.10.2 The Human Resource Management Plan must, at a minimum:
- (a) comply with the requirements of the Draft Services Agreement (Attachment E), including this Statement of Requirement and all Draft Services Agreement standards, including the APS Code of Conduct;
 - (b) include induction and ongoing training programs for Personnel that is sufficiently tailored for the different roles and responsibilities;
 - (c) describe the Contractor's attraction and retention strategy and how it will ensure it has sufficient Personnel with appropriate skills and qualifications to deliver the Services;
 - (d) identify specific Personnel for key positions nominated by the Contractor, including specified Personnel and detail the specified Personnel minimum qualifications and experience for said key positions;
 - (e) include strategies to ensure Personnel meet ongoing qualification, registration and training requirements for different roles; and
 - (f) detail the strategy for management and development of Personnel skills.
- 4.10.3 The Contractor must regularly update and submit for approval the Human Resource Management Plan throughout the Contract Term, as and when necessary.
- 4.10.4 The Contractor must ensure that the key positions are occupied at all times.
- 4.10.5 The Contractor must advise of changes to key positions within five (5) Business Days.

[Note to Tenderers: Tenderers should indicate in the Tender Response Form the key resources that will be allocated to managing Personnel contractors.]

4.11 Work Health and Safety Plan

- 4.11.1 The Contractor must provide the Department with a Work Health and Safety (WHS) Plan for approval, in accordance with the timeframe set out at paragraph 4.15.
- 4.11.2 The WHS Plan should, at a minimum, address the following:
- (a) describe how the Contractor will comply with their WHS obligations under the Draft Services Agreement (Attachment E) and applicable legislation and any current industry standards and practice, including the *Work Health and Safety Act 2011* (Cth);
 - (b) identify, prevent and manage the risk of work health and safety issues for the Contractor's Personnel in the performance of the Services;
 - (c) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management System – Specification for use; and
 - (d) include policies and procedures relating to:
 - i. hazard control and risk management;
 - ii. infection control, where appropriate;

- iii. occupational hygiene;
- iv. safety and security of persons working at a facility;
- v. WHS training and induction requirements for Personnel working onsite at a facility;
- vi. emergency and disaster management procedures in the event of cyclones and bushfires where relevant to risk;
- vii. consultation;
- viii. incident notification; and
- ix. Personnel support including post-incident management and debrief activities.

4.11.3 The Contractor must:

- (a) regularly review and update the WHS Plan throughout the Contract Term to ensure it remains appropriate and current at all times, and submit any updated plan to the Department for approval; and
- (b) comply with the WHS Plan.

4.12 Contract Transition-Out Plan

4.12.1 The Contractor must provide the Department with a Transition-Out Plan, including a proposed and detailed timeline for implementation, for approval by the Department in accordance with the timeframe set out at paragraph 4.15.

4.12.2 The Transition-Out Plan must detail tasks and activities that will be undertaken to disengage from the Services upon expiry or termination of the Draft Services Agreement (Attachment E) by the end of the Contract Term, or such other date agreed by the Department.

4.12.3 The Transition-Out Plan must, at a minimum, include:

- (a) how the Contractor will effectively and efficiently disengage from the Services upon expiry or termination of the Draft Services Agreement (Attachment E) by the end of the Contract Term, or such other date agreed by the Department;
- (b) detail of all tasks and activities that will be undertaken to disengage, including in relation to:
 - i. facilities, equipment, assets and learning resources (both digital and physical) used for the delivery of the AMEP (including Child care services);
 - ii. a comprehensive Personnel transition-out strategy, including details of how the Contractor will disengage Personnel performing the Services within the nominated CR/s, including but not limited to, teachers, Pathway Guidance Officers, Volunteer Tutors and administrative staff;
 - iii. the support that will be delivered to Personnel during the transition-out period, including suitable notice periods and career paths;
 - iv. how the Contractor will ensure continuity of AMEP service delivery to Clients, including working with the incumbent Contractor/s and the Department to transition existing Services, including those Clients who may transfer to the Contractor from other CRs;
 - v. how the Contractor will provide sufficient Child care for the Children of Clients in the nominated CR/s;
 - vi. the proposed transition-out team, including names, roles, experience and percentage of their time allocated to transition-out and the intended dates of their commencement and withdrawal from the transition-in process;

- vii. timing proposed for transition-out implementation, including a separate detailed transition-out project timeline, setting out each task and activity required to perform all the Services;
- viii. transition-out of any subcontracting arrangements;
- ix. Records and information management, in accordance with the [Privacy Act 1988](#) (Privacy Act) and the [Archives Act 1983](#) (Cth) and all other relevant laws, Departmental and Records management requirements;
- x. Records and information management, including strategies and processes for the collection and secure transfer of data and Client Records and other Commonwealth Material, including from any incumbent Contractor/s to the Department and/or to a new Information Management System;
- xi. how the Contractor will maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Agreement – Attachment E (including applicable security governance, information security, personnel security and physical security);
- xii. asset management;
- xiii. communications and stakeholder engagement to maintain delivery of the Services, including details of how the Contractor will accurately communicate the AMEP changes, including with Personnel, existing Clients, Potential Clients, new Clients, employers and industry stakeholders, settlement and employment providers, employment organisations, community organisations, other state, territory and Australian Government agencies involved in the support of Clients, education and training institutions, and other relevant community stakeholders;
- xiv. process mapping, including draft process maps as attachments to the Transition-Out Plan, where relevant, for any identified deliverables which will require multiple steps and decisions in a detailed process;
- xv. milestones required to be met for achievement of transition-out of the Services;
- xvi. the responsibilities of the parties during the Transition-Out Period;
- xvii. how the Contractor will establish robust managerial and administrative governance arrangements to maintain delivery of the Services during transition-out, in order to comply with this Statement of Requirement;
- xviii. any assumptions the Contractor's Transition-Out Plan is based on;
- xix. key risks identified that could significantly limit the Contractor's ability to complete transition-out on schedule, together with information about mitigation strategies to address each risk; and
- xx. financial Records and acquittals.

(c) details which describe:

- i. the Contractor's ability to work collaboratively with the Department and a new contractor if there is a transfer of Services, ensuring service continuity, including shadowing arrangements with and training of a new contractor, as directed by the Department;
- ii. how the Contractor will ensure that any Services to be provided under the Draft Services Agreement (Attachment E) will continue to be provided in accordance with the Draft Services Agreement, or are appropriately

- transferred to the Department, or a new contractor (as required by the Department);
- iii. how the Contractor will ensure accurate and current AMEP information regarding transition-out activities, changes and impacts to its clients and the general public;
 - iv. how the Contractor will meet all other transition-out requirements as notified by the Department;
 - v. appropriate milestones for accepting of, and timeframes for performing, the Contract transition out Services; and
 - vi. the Contractor's responsibilities during the Transition-Out Period.
- (d) details of how the Contractor will work collaboratively with the Department and incoming Contractors;
- (e) details of how the Contractor will ensure all Services are effectively and efficiently completed in accordance with the Draft Services Agreement (Attachment E);
- (f) details of how the Contractor will appropriately and seamlessly transfer the following to an incoming Contractor;
- i. Clients;
 - ii. Children of Clients in Child care;
 - iii. Client data;
 - iv. assets;
 - v. property; and
 - vi. Volunteer Tutors;
- (g) details of how the Contractor will engage with and manage communications with:
- i. existing Clients;
 - ii. Personnel;
 - iii. Child care providers;
 - iv. Volunteer Tutors;
 - v. community organisations and government agencies also providing services to Clients; and
 - vi. businesses providing work experience placements for Clients.
- (h) details of how the Contractor will manage Personnel arrangements;
- (i) details of how the Contractor will manage subcontracting arrangements;
- (j) details of how the Contractor will manage financial Records and acquittals;
- (k) details of how the Contractor will establish and maintain appropriate security processes and practices to protect and transfer Commonwealth information, including applicable privacy and Records management requirements;
- (l) details of how the Contractor will meet all other transition-out requirements as notified by the Department;

4.12.4 The Contractor will be required to participate in regular teleconferences, as directed by the Department, throughout the Transition-Out Period, to report on activities and milestones detailed in the Transition-Out Plan and project timeline.

4.12.5 The Contractor must notify the Department when all activities and requirements in its approved final Transition-Out Plan have been completed.

4.12.6 The Transition-Out Plan must include:

- (a) appropriate milestones for the accepting of, and timeframes for performing, all transition-out activities; and
- (b) the Contractor's responsibilities during the Transition-Out Period.

4.13 Annual Plan

4.13.1 The Contractor must develop an Annual Plan using Departmental templates (as per paragraph 4.15), with relevant sections for each of its CRs, and submit to the Department for acceptance by 30 June each year, or the following Business Day should this date fall on a weekend or public holiday, unless otherwise agreed in writing by the Department.

4.13.2 The Contractor must develop an Interim Annual Plan to outline its plans for service delivery during the 2025 -26 financial year using Departmental templates (as per paragraph 4.15) for their CRs and submit to the Department for review and approval within six (6) weeks of the Commencement Date.

4.13.3 The Contractor must actively engage and work with the Department to ensure its Annual Plan meets the Department's requirements. The Annual Plan must be approved by the Department.

4.13.4 The Annual Plan must include, but is not limited to:

- (a) a description of the capabilities of Personnel and volunteers, including Subcontractors for each CR;
- (b) a description of the operating environment;
- (c) an activity plan for the delivery of tuition;
- (d) an activity plan for the delivery of AMEP Work Connect;
- (e) Child care strategy;
- (f) promotional strategy;
- (g) stakeholder engagement strategy;
- (h) Client retention strategy;
- (i) VTS strategy;
- (j) quality management system documentation;
- (k) Risk Management Plan and Risk Register;
- (l) Fraud and Corruption Control Plan;
- (m) ICT policies and procedures (including the ICT Disaster Recovery Plan and ICT Business Continuity Plan);
- (n) Code of Conduct and Complaints Strategies;
- (o) Business Continuity Plan;
- (p) Human Resource Management Plan;
- (q) compliance strategies: meeting KPIs;
- (r) Insurance certificates of currency;

- (s) Commonwealth Child Safe Framework strategy (including risk assessment and risk management strategy) and annual statement of compliance; and
- (t) Work Health and Safety Plan.

4.14 Communications Plan

4.14.1 The Contractor must develop a Communications Plan that sets out a framework for how communications and reporting requirements in relation to the provision of the Services will be managed by the Contractor, including the notification, management and closure of issues and complaints, in accordance with the timeframe set out at paragraph 4.15.

4.14.2 The draft Communications Plan must, at a minimum:

- (a) identify governance and reporting structures, including key contacts within all parties for the purposes of communication, notification and escalation, and their responsibilities;
- (b) set out the standards and qualities the Contractor expects of Personnel when interacting and dealing with the Department;
- (c) outline how the Contractor will implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Contractors;
- (d) outline how the Contractor will develop and implement its own governance arrangements for effective contract and relationship management to ensure service delivery is accountable, consistent and in coordination with the Department;
- (e) outline how the Contractor will be responsive to requests from the Department, including changes in delivery to Services and requests for reporting;
- (f) describe how general business enquiries will be managed;
- (g) specify the types of breaches that are required to be reported under the Draft Services Agreement (Attachment E), detailing the notification and escalation, management and reporting requirements in relation to each type of breach, based on the relevant severity of the breach; and
- (h) detail the notification and escalation, management, closure and reporting requirements in relation to issues and complaints, including the relevant notification criteria and relevant procedures and timeframes to be adhered to.

4.15 Timing for Document Deliverables

4.15.1 The table below sets out when the document deliverables are to be provided.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Contract Transition-In Plan	4.5 of SOR	Draft including detailed project timeline	Tender response	Monthly reporting during the Transition-In Period in accordance with the Draft Services Agreement (Attachment E). Regular transition meetings with outgoing AMEP Contractors and the Department.
		Updated Draft	An updated version incorporating any changes requested by the Department within five (5) Business Days of the request, as part of contract negotiations	
		Final	Prior to Commencement Date	
Indigenous Participation Plan	Paragraph 43 of Part 2 – RFT Conditions of Tender - Indigenous Procurement Policy	Final	Tender response	As requested by the Department
Indigenous Participation Plan Report	22.3 of the Draft Services Agreement (Attachment E)	Final	Quarterly and Annually	A written report to be submitted via the IPPRS at least once every quarter during the Contract Term. Written Reports, and evidence of compliance will be requested as part of the Annual Report.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Indigenous Participation End of Term Report	22.3 of the Draft Services Agreement (Attachment E)	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable
Australian Industry Participation Plan	SOR – required post RFT	The Department may require an Australian Industry Participation Plan pending a determination as such from the Department of Industry, Science, and Resources	Prior to Commencement Date	If required, and an Implementation Report annually as part of the Annual Plan, or as requested by the Department
Australian Industry Participation Implementation Report	22.4 of the Draft Services Agreement (Attachment E)	Final	Annually	Implementation Report to be delivered as part of the Annual Report, or as requested by the Department.

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
ICT Policies and Procedures	4.8 of SOR	Draft	Tender response	An update annually as part of the Annual Plan, or as requested by the Department. Updates within one (1) month of the Department notifying the Contractor that it deems that a significant change has occurred in respect of the IMS or ICT requirements and the Contractor has implemented such change to the IMS or ICT (as appropriate).
		Final	A final version incorporating any changes requested by the Department within 10 Business Days of the Commencement Date	
Risk Management Plan and Risk Register	4.6 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Risk Management Plan and Risk Register	
Fraud and Corruption Control Plan	4.7 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business	

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
			Days following the provision of the draft Fraud and Corruption Control Plan	
Business Continuity Plan	4.9 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update at least annually as part of the Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	
Human Resource Management Plan	4.10 of SOR	Draft	Within two (2) months of the Commencement Date	An update annually as part of the Annual Plan, or within five (5) Business of changes to key positions or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Human Resource Management Plan	
Work Health and Safety Plan	4.11 of SOR	Draft	Within two (2) months of the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Work Health and Safety Plan	
Communications Plan	4.14 of SOR	Draft	Within 30 Business Days of the Commencement Date	An update annually as part of the Annual Plan, or as

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
		Updated draft	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Communication Plan	requested by the Department.
Contract Transition-Out Plan	4.12 of SOR	Draft	Within six (6) months of Commencement Date	To be submitted within 20 Business Days of any request from the Department.
		Updated draft	An updated version incorporating any changes requested by the Department within 20 Business Days of the request	Monthly reporting during the Transition-Out Period in accordance with the Draft Services Agreement (Attachment E).
		If a Termination Notice is issued under the Draft Services Agreement (Attachment E)	Within one (1) month of the date on which notice is given	Regular transition meetings with incoming AMEP Contractors and the Department.
		Final	Six (6) months before the End Date	
Annual Plan (Interim)	4.13 of SOR	Draft	Within six (6) weeks of the Commencement Date	The Contractor must engage with and work with the Department to ensure the Department accepts their interim Annual Plan.
Annual Plan	4.13 of SOR	Draft	30 June each year following the Commencement Date	The Contractor must engage with and work with the Department to ensure the

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
				Department accepts their Annual Plan.
Mid-year Reports	4.3.1(a) of SOR	Final	28 February each year (not required in 2026)	Annually
Annual Reports	4.3.1(b) of SOR	Final	30 September each year	Annually
Compliance Reports	4.3.1(c) of SOR	Final	Within 14 Calendar Days of the request	Ad hoc
Client Surveys	4.3.1(d) of SOR	Final	Up to a maximum of two (2) times per financial year, at the Department's request.	As requested by the Department
Data Breach Assessment	22.14 (of the Draft Services Agreement (Attachment E))	Final	<p>Notify the Department within three (3) Business Days of becoming aware of an eligible data breach.</p> <p>Contractor to conduct its own assessment of whether the privacy breach is a notifiable data breach under section 26WH of the Privacy Act and provide the Department with a copy of their completed assessment within 24 hours of the assessment being completed.</p>	As required
Incident report (includes WHS, Security, Notifiable Incidents)	22.7 of the Draft Services Agreement (Attachment E)	Final	Within three (3) Calendar Days of the incident occurring or as otherwise directed by the Department.	As required

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
ICT Disaster Recovery Plan and ICT Business Continuity Plan	23.9 of the Draft Services Agreement (Attachment E)	Final	Within 120 Business Days after the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
Threat and Risk Assessment Report	23.10 of the Draft Services Agreement (Attachment E)	Final	Within ten (10) Business Days after the Commencement Date	An update annually as part of the Annual Plan, or as requested by the Department.
WGE Letter of Compliance	22.5 of the Draft Services Agreement (Attachment E)	Final	Within 18 months from the Commencement Date	Following the initial provision, an update annually as part of the Annual Report, or as requested by the Department.
Modern Slavery Risk Management Plan	22.9 of the Draft Services Agreement (Attachment E)	Final	Within one month of the Commencement Date	Within 10 Business days of a written request from the Department

4.16 Business Quality Assurance

- 4.16.1 As a Registered Training Organisation (RTO), the Contractor must adhere to the VET Quality Framework and comply with all its components, including the Standards for Registered Training Organisations (or equivalent according to the Contractor's RTO registration). The Contractor must also adhere to the requirements of [the EAL Framework](#) curriculum.
- 4.16.2 The Contractor must, at a minimum, have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.
- 4.16.3 The Contractor should have, and provide evidence of, a certified quality management system to AS/NZS ISO 9001:2016 standard or equivalent by a certifying body registered with the Joint Accreditation System – Australia and New Zealand, or an equivalent body.
- 4.16.4 A quality management system may be integrated with other management systems, such as those for environmental and occupational health and safety management. In these circumstances, it is the responsibility of the Contractor to demonstrate evidence of such a system.

4.17 AMEP Performance Management Framework

- 4.17.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.
- 4.17.2 The AMEP Performance Management Framework is intended to provide the necessary evidence to ensure compliance, accountability, inform continuous improvement and measure quality.
- 4.17.3 Under the AMEP Performance Management Framework, the Department will assess and monitor the performance of the Contractor in terms of efficiency, effectiveness and quality of service delivery.
- 4.17.4 The AMEP Performance Management Framework, to be administered by the Department and the Department's Quality Assurance Provider, will be underpinned by the introduction of AMEP Quality Guidelines and Standards (the AMEP Standards).
 - (a) The AMEP Standards are to be developed by the Department's AMEP Quality Assurance Provider, in consultation with the Contractor.
 - (b) The criteria for the AMEP Standards are provided at Appendix 9 to the RFT COT.
 - (c) The Contractor must comply with the AMEP Standards at all times and the Contractor's performance will be assessed against the AMEP Standards (see KPI 5 at paragraph 4.20 – AMEP Key Performance Indicators (KPIs)).
- 4.17.5 The AMEP Performance Management Framework includes, but is not limited to:
 - (a) regular contract management meetings between the Department and the Contractor (refer to paragraph 4.2 – Contract Management Meetings);
 - (b) data analysis and reporting from the IMS (refer to paragraph 4.22 – Data Requirements);
 - (c) regular reporting to the Department accompanied by evidence to substantiate claims (e.g. Mid-year and Annual Reports) (refer to paragraph 4.3 – Contract Reporting)
 - (d) Client Satisfaction Surveys (refer to paragraph 4.3 – Contract Reporting);
 - (e) regular review of risks and mitigation strategies (refer to paragraph 4.6 – Risk Management Plan and Risk Register);

- (f) a comprehensive AMEP Quality Assurance Program (refer to paragraph 4.18 – AMEP Quality Assurance Program);
- (g) Internal and External Audits (refer to paragraph 4.19 – Internal and External Audit);
- (h) measurement of performance against Key Performance Indicators (KPIs) (refer to paragraph 4.20 – AMEP Key Performance Indicators (KPIs));

4.18 AMEP Quality Assurance Program

- 4.18.1 The AMEP Quality Assurance Program and related services will monitor and assess contract and financial compliance, quality of program delivery and service provider performance against contractual requirements. The activities are client-centred, evidence-based and inform a cycle of continuous improvement.
- 4.18.2 The AMEP Quality Assurance Program will be administered by a Nominated Third Party Quality Assurance provider, the Department and/or by an external auditor.
- 4.18.3 The Quality Assurance Program, underpinned by the AMEP Standards will:
- (a) verify that Contractors are providing Services in accordance with their obligations, to the standards required;
 - (b) verify the quality and integrity of data input by Contractors into the Department's systems, including but not limited to the IMS;
 - (c) identify potential improvements in relation to the management and administration of the AMEP; and
 - (d) identify examples of best practice.
- 4.18.4 The AMEP Standards will be developed by the Department's Quality Assurance Provider (in consultation with Contractors, the Department and other parties) to benchmark the expected standards for AMEP delivery.
- 4.18.5 The Contractor must participate in a consultation process to develop and maintain the AMEP Standards.
- 4.18.6 The AMEP Standards are expected to be developed after the Commencement Date and prior to the Service Delivery Date.
- 4.18.7 The Contractor must comply with the AMEP Standards at all times.
- 4.18.8 The Quality Assurance Program may include, but is not limited to:
- (a) extensive data interrogation and crosschecking of supporting Records to support financial assurance and audit activities;
 - (b) functions which overlap with other regulatory body roles (e.g. ASQA, VRQA, TAC etc);
 - (c) Site visits (i.e. to verify facilities/resources and to observe classes and other activities relating to AMEP);
 - (d) review of Contractor policy and process documentation and other material relating to AMEP (i.e. teaching material, products etc); and
 - (e) stakeholder feedback and discussions with Contractor Personnel, past or present AMEP Clients (or both), and others involved with the AMEP.
- 4.18.9 The AMEP Quality Assurance Program will vary over time and will be conducted in a timeframe set by the Department (with advance notice).

- 4.18.10 The AMEP Quality Assurance Program will be Contractor specific and planned in advance and may also be adjusted across the year in response to emerging issues and risks.
- 4.18.11 The Contractor must provide full support and disclosure and work cooperatively with the Department's Quality Assurance Provider, the Department and/or an external auditor for the purposes of the Quality Assurance Program, as set out in the AMEP Standards and the SPIs (Appendix 1 to the RFT COT).
- 4.18.12 The Contractor must, within 10 Business Days upon receipt of a written notice from the Department's Quality Assurance Provider, the Department and/or an external auditor, make arrangements for the nominated Quality Assurance provider, the Department and/or external auditor to:
- (a) enter the Contractor's Site; or/and
 - (b) access the Contractor's Client files and related documentation, Training and Assessment Strategy (TAS) and other Records as required.

4.19 Internal and External Audit

- 4.19.1 In accordance with clause 20.2 of the Draft Services Agreement (Attachment E), the Contractor acknowledges and agrees that, Departmental Personnel, Auditors or the Australian National Audit Office (ANAO) may at any time request full access to facilities, Records and data.
- 4.19.2 The Contractor must cooperate with any Audit and ANAO personnel, including but not limited to, providing access to their facilities, Records and data used in connection with the provision of the Services within 10 Business Days.
- 4.19.3 The Department may also, from time to time, engage an independent auditor or the Department's Quality Assurance Provider (or both) to conduct targeted risk-based assessments, or other compliance activities such as reviews, investigations and audits (or both). The Contractor must facilitate access to all facilities, Records and data to support compliance and audit activities.
- 4.19.4 Where non-compliance is systemic or of a significant nature, the Department may seek recovery of funds as appropriate and consider undertaking further audit, review or investigation activities or the application of penalties or exercise step-in rights as specified in the Draft Services Agreement (Attachment E).

4.20 AMEP Key Performance Indicators (KPIs)

- 4.20.1 Under the AMEP Performance Management Framework, the Department has developed KPIs to measure the performance of the Contractor in conjunction with the other terms and conditions of the Draft Services Agreement (Attachment E).
- 4.20.2 The KPIs represent a minimum performance standard that the Contractor is expected to meet and the Department expects that the Contractor will strive to deliver services above these standards.
- 4.20.3 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Agreement extensions.
- 4.20.4 Failure to achieve a KPI is expected to trigger remedies against a Contractor as detailed in the Draft Services Agreement (refer to clause 19.1 of Attachment E).

- 4.20.5 The Department may alter the KPIs during the Contract Term in consultation with both parties.
- 4.20.6 The Contractor, including leads and any of its consortium partners / Subcontractors, must implement systems and processes to enable it, where appropriate, to accurately monitor and report against the KPIs.
- 4.20.7 KPI data will be generated from the IMS and reviewed under Quality Assurance Program activities.

[Note to Tenderers: the Department's Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). For IMS reporting capabilities, Tenderers should refer to the IMS solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

4.20.8 KPIs against which the Contractor will be measured are listed in the table below.

KPI Number	KPI Outcome	Measure	Frequency	How to Measure
KPI 1	Participation	90% of eligible clients who complete an Initial Assessment actually commence in the Program within six (6) months (excluding deferrals) To be assessed per Contract Region	6 monthly	IMS Report
KPI 2	Learning Outcomes	80% of Certificate Level Clients achieved a learning outcome* in a Semester 65% of Course level Clients achieved a learning outcome* in a Semester To be assessed per Contract Region * Completion of unit of competency against any of the skills of the EAL Framework , e.g. learning skills, language skills, digital skills or numeracy; or specific settlement skills Note: The 65% threshold above is for Course level Clients defined as any Client enrolled in the EAL Framework: 22636VIC Course in Initial EAL and 22637VIC Course in EAL. The lower threshold acknowledges that Clients at these levels may take longer to achieve learning outcomes	6 monthly	IMS Report
KPI 3	Pathway Guidance	90% of Clients have a MAP in place within four (4) weeks of Commencement in the AMEP 90% of Clients have a MAP updated regularly, in accordance with the SPIs To be assessed per Contract Region.	6 monthly	IMS Report

KPI 4	Data timeliness	90% of data relating to services and payments is submitted within the required timeframes, in accordance with the SPIs To be assessed collectively across all Contract Regions	6 monthly	IMS Report
KPI 5	Service Quality	Contractor meets 90% of audit requirements against the AMEP Standards (Appendix 9 to the RFT COT) To be assessed collectively across all Contract Regions	Annually	Quality Assurance activity

4.21 Information Management System (IMS)

4.21.1 The IMS to support the provision of Services will be operational from the Service Delivery Date.

[Note to Tenderers: IMS information and requirements is further detailed in Section 10 of the SPIs (Appendix 1 to the RFT COT), IMS Solution for Data Management.]

4.21.2 Updates to the IMS will be made from time to time during the Contract Term, and the Contractor will, at the Contractor's own cost, be required to do all things necessary (including but not limited to, updating or upgrading any of the Contractor's ICT in accordance with clause 15.2(d) of the Draft Services Agreement (Attachment E).

4.21.3 The Department will provide training to select Contractor Personnel on the IMS prior to the Service Delivery Date (1 January 2026). The Contractor will be required to train other authorised Personnel who will access and use the IMS.

4.21.4 Further information about the IMS requirements are provided in paragraphs 4.21 to 4.24 inclusive, the SPIs (Appendix 1 to the RFT COT), and the IMS Data Exchange Protocol (Appendix 6 to the RFT COT).

4.22 Data Requirements

4.22.1 The Contractor must submit information and data to the Department for the purposes of delivering, managing and reporting on Services and for making payments to the Contractor. More detailed information about data entry requirements are included in the SPIs (Appendix 1 to the RFT COT), the IMS Data Exchange Protocol (Appendix 6 to the RFT COT), the IMS User Guides and other Departmental instructions.

[Note to Tenderers: the IMS User Guides and other Departmental instructions referenced in paragraph 4.22.1 will be provided to the Contractor after the Commencement Date.]

4.22.2 The Contractor and its Subcontractors must enter or exchange data into the IMS for a range of purposes, including to report the delivery of Client related services, to facilitate payments, for reporting and to enable quality assurance activities to be undertaken.

4.22.3 The Contractor will be required to submit data within the timeframes, formats and processes required by the Department, in accordance with the requirements outlined in the SPIs (Appendix 1 to the RFT COT), the IMS Data Exchange Protocol (Appendix 6 to the RFT COT) and the IMS User Guides.

- 4.22.4 The Contractor must submit all required data relating to services delivered and payment triggers no later than 10 Business Days of the end of each month, or within timeframes otherwise instructed by the Department.
- 4.22.5 Where instructed to do so by the Department, the Contractor will align data definitions and content with the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) Data element definitions, which are available from <https://www.ncver.edu.au/rto-hub/avetmiss-data-element-definitions>.

[Note to Tenderers: the Department's Information Management System (IMS) is expected to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). For IMS reporting capabilities, Tenderers should refer to the IMS Solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

4.23 General ICT requirements

- 4.23.1 The Contractor and its Subcontractors must meet Departmental ICT and security requirements by commencement of the AMEP services. This includes but is not limited to:
- (a) accessing and using the IMS solely for the purpose of delivering the Services;
 - (b) meeting the Department's access and security requirements;
 - (c) meeting requirements specific to the method used to interact with the IMS; and
 - (d) complying with the Data Exchange Protocol, IMS User Guides and other ICT related instructions developed by the Department.
- 4.23.2 If required, the Contractor and its Subcontractors will be required to use myGovID and Relationship Authorisation Manager as part of the user authentication solution for the IMS. myGovID is a digital identity that is unique to each individual and which all Contractor staff members who need access to the IMS will be required to use to prove who they are when they securely sign in to the IMS. Contractor Personnel will require a myGovID compatible smart device in order to use the myGovID authentication process.
- 4.23.3 The Contractor and its Subcontractors will be required to use Relationship Authorisation Manager to authorise each individual to work in the IMS on behalf of the Contractor.

[Note to Tenderers: myGovID is not expected to be available for use by the Contractor and their Subcontractors for the IMS from the Service Delivery Date. As such, an interim authentication process, using User ID, password and multi-factor authentication may need to be implemented.]

- 4.23.4 The Contractor and its Subcontractors must enter data into the IMS using mechanisms that may include, but are not limited to:
- (a) direct entry of data into the IMS through a web-based portal; and
 - (b) data file exchanges, drawn from the Contractor's student management systems or other systems that the Contractor might use to manage Service delivery.
- 4.23.5 The Contractor is required to exchange data from the Contractor's ICT system/s, as outlined in the IMS Data Exchange Protocol (Appendix 6 to the RFT COT).

[Note to Tenderers: the Department's Information Management System (IMS) is expected

to be functional from the Commencement Date and will be operational from the Service Delivery Date (1 January 2026). There will be updates to the IMS required from time to time during the Contract Term. For IMS information and requirements, Tenderers should refer to the IMS solution for Data Management at Section 10 of the SPIs, Appendix 1 to the RFT COT.]

- 4.23.6 The level of ICT security requirements will differ between the data entry methods described in the SPIs (Appendix 1 to the RFT COT) and the IMS Data Exchange Protocol (Appendix 6 to the RFT COT), and will be commensurate with the risk associated with each method.
- 4.23.7 The Contractor and its Subcontractors must:
- (a) use an ICT environment that meets the minimum ICT requirements set by the Department, as outlined in paragraphs 4.23 and 4.24, to ensure the continued protection of Department Data and Client data. Meeting these requirements will also ensure that Departmental and Contractor systems are compatible and that the Contractor is able to comply with the Department's ICT security protocols.
 - (b) conduct a security review of their ICT environmental every 12 months to confirm suitable ICT security arrangements are in place, and if requested by the Department, must engage an independent party to complete an independent security review at the Contractor's cost.
- 4.23.8 The Contractor must develop and maintain appropriate ICT policies and procedures for appropriate information management in accordance with the Government's Protective Security Policy Framework and the Draft Services Agreement (Attachment E), and demonstrate compliance with policy and handling requirements as required by the Draft Services Agreement.
- 4.23.9 The Contractor must use software compatible with the Microsoft Office Suite and Adobe Acrobat for general administrative purposes.
- 4.23.10 The Contractor's ICT helpdesk or nominated contacts must be a single point of contact for all ICT system support issues.
- 4.23.11 The Contractor's ICT systems must be fully operational to the Department's satisfaction at least 15 Business Days before the Service Delivery Date, or in a timeframe otherwise instructed by the Department, including completing any required changes and other necessary work to support delivery of the Services, including data exchange capability. Refer to the IMS Solution for Data Management at Section 10 of the SPIs (Appendix 1 to the COT) and the IMS Data Exchange Protocol (see Appendix 6 to the RFT COT).
- 4.23.12 Any additional changes required to the Contractor's ICT systems over the Contract Term must be undertaken in accordance with clause 15.2(d) of the Draft Services Agreement (Attachment E).

[Note to Tenderers: Tenderers should provide the Department with their ICT policies and procedures (in accordance with paragraph 4.8), including cyber security policies (in accordance with paragraph 4.24) within their Tender response. Tenderers should complete and submit a Service Delivery Partner Control Assessment with their tender response (Appendix 4 to the RFT COT)

If the Tenderer is using, or intends to use, cloud-based services, the Tenderer should complete and submit a Cloud Service Assessment with their tender response (Appendix 5 to the RFT COT).]

4.24 Security Requirements

4.24.1 The Contractor must protect all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability. The Contractor is required to achieve this by applying safeguards to ensure that:

- (a) only authorised Personnel access information through approved processes;
- (b) information is only used for its official purpose, retains content integrity, and is available to satisfy operational requirements; and
- (c) information is classified, labelled and stored in-line with Government requirements, including only storing data within Australia.

4.24.2 The Contractor must comply with, and must ensure that their Subcontractors also comply with, the following security policies, standards and frameworks:

- (a) Australian Government Protective Security Policy Framework as amended from time to time, and currently located at [The Protective Security Policy Framework | Protective Security Policy Framework](#);
- (b) the Australian Signals Directorate (ASD) [Essential Eight Maturity Model](#) and [Strategies to Mitigate Cyber Security Incidents](#);
- (c) the [Privacy Act 1988](#) and, if applicable, the [Australian Border Force Act 2015](#); and
- (d) the security procedures, policies and requirements as notified by the Commonwealth from time to time.
- (e) The Contractor must also comply with ISO/IEC 27034 – Information Technology – Security Techniques – Application security when undertaking any systems development.

4.24.3 The Contractor must meet, and ensure that their Subcontractors also meet, the following additional requirements:

- (a) the requirements in the [Information Security Manual](#);
- (b) any Cloud Contractor used to provide services should be assessed in compliance with the [Australian Cyber Security Centre Cloud Security Guidance](#);
- (c) AS/NZS 31000:2018 Risk Management - Guidelines, and Australian Standards HB 167:2066 Security Risk Management;
- (d) ISO/IEC 27001 – Information Technology – Security Techniques – Information Security Management Systems – Requirements; and
- (e) if applicable, the Hosting Certification Framework as amended from time to time, and currently located at [Hosting Certification Framework | Digital Transformation Agency \(dta.gov.au\)](#).

4.24.4 Unless advised otherwise by the Department, every Personnel must undertake any security checks, clearances or accreditations as required by the Department.

4.24.5 The Contractor must develop, implement and maintain a:

- (a) cyber security incident management policy;
- (b) cyber security incident response plan;
- (c) cyber security incident register.

and provide to the Department as directed.

4.25 Compliance with other Commonwealth Policies

The requirement is to be provided in compliance with the following:

Policy	Administered by	Issues to consider
Net Zero in Government Operations Strategy	Department of Finance	The Net Zero in Government Operations Strategy describes the approach for implementing the Australian Government's commitment to achieve net zero government operations by 2030. The Strategy supersedes the Energy Efficiency in Government Operations Policy. The Department must purchase office equipment and appliances which are energy star compliant.
Australian Industry Participation Plans in Commonwealth Government Procurement	Department of Industry Science and Resources	See details in the notes to the RFT Conditions of Tender, Part 1 – RFT Details. The Contractor may be required to have an approved AIP Plan.
Australian Packaging Covenant	Australian Packaging Covenant Organisation	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
National Waste Policy	Department of Climate Change, the Environment, Energy and Water	The Department should avoid the generation of waste for disposal, and ensure that waste treatment, disposal, recovery and re-use is undertaken in a safe and environmentally sound manner etc.
Indigenous Procurement Policy	Department of Prime Minister and Cabinet	See paragraph 43 of Part 2 – RFT Conditions of Tender. The Indigenous Procurement Policy took effect on 1 July 2015. It requires Commonwealth entities to award three per cent of Commonwealth contracts to Indigenous businesses by 2020, with interim targets applying each year from 2015-16. In addition, the Indigenous Procurement Policy requires that certain contracts be set aside for Indigenous businesses and that some other contracts include mandatory minimum Indigenous employment or supplier use requirements.
General Records Authority 40 – Outsourcing arrangements - custody of records	National Archives of Australia	General Records Authority 40 needs to be considered if the successful Contractor will be managing Commonwealth Records on behalf of the Department.
Web Content Accessibility Guidelines	Digital Transformation Agency	This policy applies to procurements for web or web-related goods or services, including but not limited to: <ul style="list-style-type: none"> web applications;

Policy	Administered by	Issues to consider
version 2.2 (WCAG 2.2)		<ul style="list-style-type: none"> • software as a service; • cloud solutions; • use of online social media services, tools or widgets; and • any situation where a good or a service, including the provision of government information, is provided through an online mechanism or rendered through web technologies. <p>Consider including the clause below in the Statement of Work.</p>
Australia's Disability Strategy	Department of Social Services	<p>This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to:</p> <ul style="list-style-type: none"> • provide national leadership towards greater inclusion of people with disability; • guide activity across all areas of public policy to be inclusive and responsive to people with disability; • drive mainstream services and systems to improve outcomes for people with disability; • engage, inform and involve the whole community in achieving a more inclusive society.

4.26 Web Content Accessibility Guidelines Version 2.2

4.26.1 Having regard to the Web Accessibility National Transition Strategy (**NTS**), the Australian Government is committed to improved web accessibility. The Web Accessibility NTS:

- (a) promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and the delivery of Government services and the design, development, maintenance or upgrade of these;
- (b) details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web Content Accessibility Guidelines version 2.2, developed by the World Wide Web Consortium (**W3C**); and
- (c) encourages a more accessible and usable web environment that engages with, and allows participation by, more people within our society.

4.26.2 Information regarding the Web Accessibility NTS and the implementation of WCAG 2.2, and policies relating to accessibility are available on the web accessibility website (<https://www.w3.org/WAI/standards-guidelines/wcag/>) and the Australian Government requirements for government websites <https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>.

4.26.3 The Requirement should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.2 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.2 quick reference ([How to Meet WCAG \(Quickref Reference\) \(w3.org\)](#))).

4.27 Safeguarding and Wellbeing of Children

- 4.27.1 The Contractor must deliver Child care services/referral and associated administrative services for Clients with Children up to and including six (6) years of age and not enrolled in compulsory school. The Contractor is also required to provide services to Clients who are between 15 and 18 years of age in specified circumstances. All services must be compliant with:
- (a) all relevant Commonwealth, State, Territory or Local Authority legislation relating to the employment or engagement of individuals who may interact with Children in relation to the services; and
 - (b) the Commonwealth Child Safe Framework (the framework). The framework articulates the strong commitment of the Department to the safeguarding and wellbeing of Children and outlines the principles that inform the Department's approach to becoming a Child Safe Organisation.
- 4.27.2 The Contractor must read, understand and comply with the Child safety obligations set out in paragraph 4.27 of this document, and clause 22.11 of the Draft Services Agreement (Attachment E).

4.28 Records Management

- 4.28.1 The Contractor must maintain, and provide access to, Records in accordance with the SPIs (Appendix 1 to the RFT COT) and Draft Services Agreement (Attachment E).
- 4.28.2 In providing the Services, the Contractor must comply, and ensure that all of its Personnel comply, with the *Privacy Act 1988* (Cth) and not do anything, which if done by the Commonwealth, would breach an Australian Privacy Principle as defined in that Act.
- 4.28.3 Without limiting or reducing the Contractor's obligations under the Draft Services Agreement (Attachment E), the Contractor must:
- (a) create, maintain, store securely and transfer Records to the Department in accordance with the *Archives Act 1983* (Cth) and the Australian and International Standard for Records Management, AS ISO 15489;
 - (b) ensure privacy is maintained in accordance the *Privacy Act 1988* (Cth) and the Australian Privacy Principles;
 - (c) comply with any applicable obligations concerning records as required by the *Work Health and Safety Regulations 2011* (Cth);
 - (d) produce timely, legible, accurate and comprehensive Records of all services, in the format required by the Department;
 - (e) transfer the custody of any soft copy Commonwealth Records that are compatible with the Department's records management system to the Department within agreed timeframes acceptable to the Department;
 - (f) ensure all hard copy Commonwealth Records are transferred into soft copies that are compatible with the Department's records management system and provided to the Department when requested;
 - (g) ensure Records are safeguarded from unauthorised access or use;
 - (h) ensure all hand written Records are transferred into electronic records in the Contractor's relevant information technology system(s), in a format that can be transferred to the Department;
 - (i) ensure all electronic Records have been effectively backed up on a daily basis;

- (j) ensure that no data, Record or report is inappropriately accessed, removed, lost, corrupted or misplaced; and
- (k) as instructed by the Department, ensure the transfer of Client Records to the Department or any incoming Contractor, either:
 - i. at the end of the Contract Term, if the Contractor is not successful in retaining the delivery of services under a future contract; or
 - ii. upon the Draft Services Agreement (Attachment E) being terminated before the end of the Contract Term,

with the Contractor to bear any associated costs.

4.29 Access to Records

- 4.29.1 The Contractor must assist the Commonwealth in respect of the Commonwealth's obligations under the [Freedom of Information Act 1982](#).
- 4.29.2 Where the Department receives a request for access to a document created by, or in the possession of, the Contractor (or any Subcontractor) that relates to the performance of this the Draft Services Agreement (Attachment E), the Department may at any time require the Contractor to provide the document to the Department, and the Contractor must, at no additional cost to the Department, promptly comply with the notice.
- 4.29.3 The Contractor must allow a Client to access information in the Contractor's possession:
- (a) which relates to that Client, including documents signed by, or provided by, the Client;
 - (b) only upon:
 - (i) receipt of evidence of the Client's identity; and
 - (ii) the Contractor making a file note on the Client's Record.
- 4.29.4 The Contractor must not provide access to information that falls within one (1) of the following categories:
- (a) information about another person;
 - (b) medical (including psychiatric and psychological) records (other than records actually supplied by the person to whom access is being provided); and
 - (c) information provided by other Third Parties.

4.30 Environmental Impact

[Note to Tenderers: Tenderers should inform the Department of any benefit to the environment of the Requirement that is offered by them. Tenderers may state in their response the particular part of the production process or characteristic of any part of the Requirement offered by them that they claim is environmentally beneficial.]

- (a) The Commonwealth wishes to be informed of any claims made by the Contractor about the benefit to the environment of the Requirement that is offered by them.
- (b) The Contractor should substantiate their claims and state how their claims take into account the provisions of any applicable legislation and government policies that relate to the environment.
- (c) The Contractor acknowledges that the Commonwealth does not verify claims or accept responsibility for their accuracy.

Annexure A – Pre-Approved Sites

[Note to Tenderers: In accordance with clause 5.4 of the Draft Services Agreement, any Site must be approved in writing by the Department before being used for the delivery of Services, unless the Pre-Approved Site is included within Annexure A of Attachment A.]