



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFT)

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

HOMEAFFAIRS/2166/RFT

ATTACHMENT A: STATEMENT OF REQUIREMENT

© Commonwealth of Australia 2024.

TABLE OF CONTENTS

PART 1 – OVERVIEW OF THE REQUIREMENT	4
1. SECTION 1: OVERVIEW OF ADULT MIGRANT ENGLISH PROGRAM (AMEP) QUALITY ASSURANCE SERVICES	4
1.1 Background Information	4
1.2 Adult Migrant English Program Overview	4
1.3 Policy and Legislative Framework	5
1.4 New AMEP Business Model	6
1.5 AMEP Performance Management Framework	7
2. OVERVIEW OF THE SERVICES.....	8
2.1 Overview of the Requirement	8
3. DETAILED DESCRIPTION OF SERVICES	10
3.1 Nature and Scope of the Requirement.....	10
3.2 The AMEP Quality Guidelines and Standards (the AMEP Standards)	11
3.3 AMEP Quality Assurance Program.....	12
3.4 AMEP Quality Assurance Annual Plan	14
3.5 AMEP Quality Assurance Assessments	15
3.6 Risk-Based Deep Dive Reviews	17
3.7 AMEP Financial Assurance	17
3.8 Information Management System (IMS) and Data entry	18
3.9 Internal Moderation	18
3.10 Appeals of Quality Assurance Activity	18
3.11 Stakeholder relationships	19
3.12 Required Skills or Knowledge.....	20
3.13 Deliverables.....	20
3.14 Meetings	25
3.15 Contract Relationship Management	26
3.16 Contract Reporting Requirements	27
3.17 Performance Measurement	28
3.18 Additional Services.....	29
3.19 AMEP Innovate	30
3.20 Planning and Program Implementation.....	31
3.21 General administrative requirements.....	31
3.22 Security Requirements	32
3.23 Compliance with other Commonwealth Policies.....	33
3.24 Web Content Accessibility Guidelines Version 2.2.....	34
3.25 Records Management	34
3.26 Access to Records	35
3.27 Compliance with Industry Codes or Guidelines	36
3.28 Business Quality Assurance	36
3.29 Contract Transition In Plan	36
3.30 Contract Transition Out	38

3.31	Business Continuity.....	40
3.32	Work Health and Safety Plan.....	40
3.33	Risk Management and Fraud Control Plan	41
3.34	Human Resource Management Plan	42
3.35	Contract Communications Plan.....	42

PART 1 – OVERVIEW OF THE REQUIREMENT

1. SECTION 1: OVERVIEW OF ADULT MIGRANT ENGLISH PROGRAM (AMEP) QUALITY ASSURANCE SERVICES

1.1 Background Information

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs, was formally established.
- 1.1.2 The establishment of the Portfolio brings together Australia's immigration and citizenship policies and programs, border protection and facilitation of trade and travel, social cohesion, national security, cyber and infrastructure security and emergency management 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.
- 1.1.5 To ensure that services delivered under the AMEP General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT) are of high quality and Client outcomes are optimised, the Department is seeking a third party provider or third party providers¹ to deliver:
 - (a) AMEP Quality Assurance Services - to monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance; and
 - (b) The AMEP Academy (engaged under HOMEAFFAIRS/2167/RFT).

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 eligible visa holders in Australia with access to free English language tuition if they do not have Vocational English and are not otherwise excluded by legislation 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 General Services 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 See Part 1 RFT Details – RFT Terms and Conditions

- 1.2.3 The AMEP is delivered nationally, with Services including Distance Learning, to be delivered in 23 Contract Regions (CRs) which encompass the whole of Australia. These are presented in Appendix 1 as Tenderers need to provide pricing for quality assurance assessments by CR (refer also **Attachment C Pricing Schedule**).
- 1.2.4 AMEP Client statistics are presented in Appendix 2 to provide Tenderers with an indication of the degree of Client activity within each CR.

1.3 Policy and Legislative Framework

- 1.3.1 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.
- 1.3.2 The *Immigration (Education) Act 1971* states under 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
 - a. holds a permanent visa; or
 - b. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or
 - c. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or
 - d. is aged under 18 years and has at least one parent who has held or holds a permanent entry permit or permanent visa; and
 - (ii) does not have Vocational English; 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 (1)(a)(2).
- 1.3.3 The *Immigration (Education) Act 1971* states under 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.
- 1.3.4 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.

- 1.3.5 Under the *Immigration (Education) Act 1971*, the Commonwealth's obligation to provide English tuition under section 4B to an Eligible Person whose Visa Commencement Day is on or before 1 October 2020 continues until the person has reached Vocational English.
- 1.3.6 Under the *Immigration (Education) Act 1971*, the Commonwealth's obligation to provide English tuition under section 4B for 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.
- 1.3.7 The onus is on the Eligible Person whose Visa Commencement Day is after 1 October 2020 to meet the prescribed timeframes.
- 1.3.8 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 New AMEP Business Model

- 1.4.1 The Australian Government will deliver a new AMEP business model from 1 January 2026. The new AMEP business model will provide greater flexibility and enhanced Client and teacher supports to further improve English language, employment and settlement outcomes for AMEP 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>
- 1.4.2 The new AMEP business model will also introduce the *EAL Framework* as the national curriculum. This will provide national consistency for AMEP delivery and the opportunity to develop teaching and learning resources that can be shared across providers.

AMEP Academy

- 1.4.3 The new AMEP business model includes the establishment of the AMEP Academy (HOMEAFFAIRS/2167/RFT).
- 1.4.4 The nominated third party AMEP Academy provider will deliver annual professional learning training and workshops for teachers and practitioners, develop teaching, learning and assessment resources, and undertake research. Together these measures will underpin quality and drive continuous improvement in AMEP delivery.
- 1.4.5 The AMEP Academy will be guided by six broad objectives. Each objective contributes an additional layer to safeguard the high quality teaching efforts to support AMEP Clients.
- (a) professional learning for the AMEP;
 - (b) teaching, learning and assessment resources;
 - (c) research for the AMEP;

- (d) knowledge sharing capabilities;
- (e) communication and promotion; and
- (f) expert advice and support to the Department.

1.5 AMEP Performance Management Framework

- 1.5.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.
- 1.5.2 Under the General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT), the AMEP Performance Management Framework (the Framework) (refer table below) will be established.

AMEP Performance Management Framework

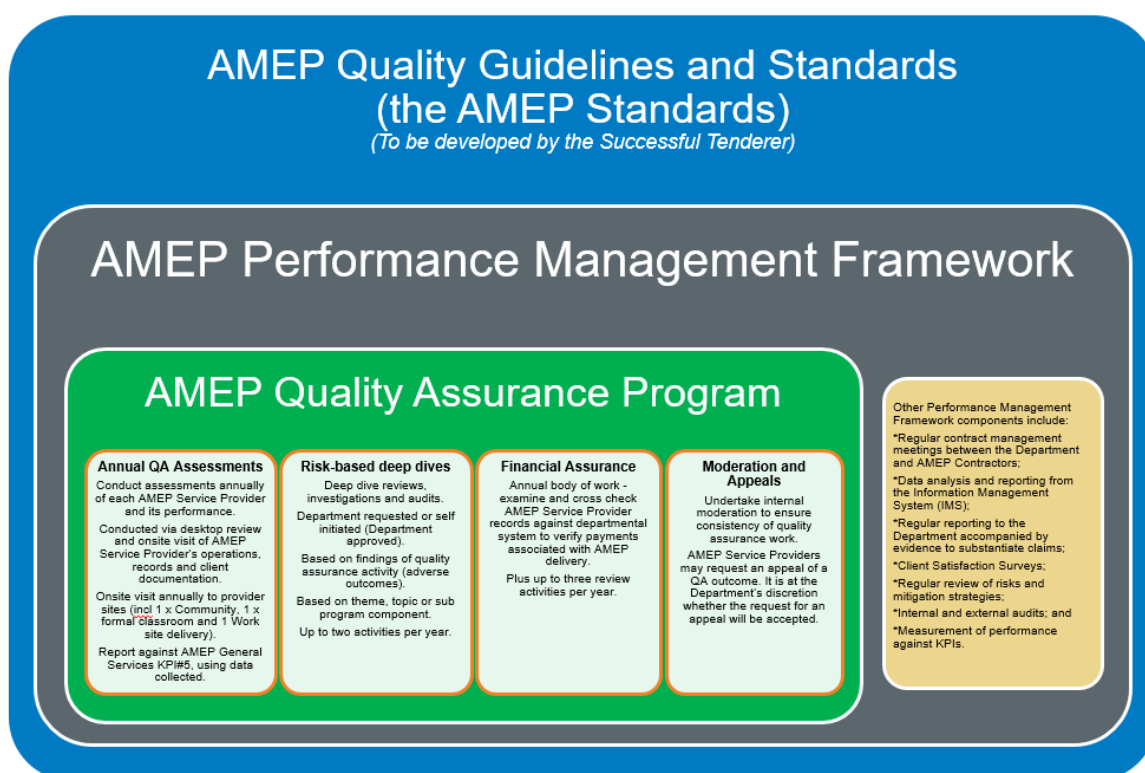
The Framework is intended to provide the necessary evidence to ensure compliance, accountability, inform continuous improvement and measure quality.

The Framework includes, but is not limited to:

- (a) regular contract management meetings between the Department and AMEP Service Providers;
- (b) data analysis and reporting from the Information Management System (IMS);
- (c) regular reporting to the Department accompanied by evidence to substantiate claims (e.g. Mid-year and Annual Reports);
- (d) satisfaction surveys of clients;
- (e) regular review of risks and mitigation strategies;
- (f) a comprehensive AMEP Quality Assurance Program;
- (g) internal and external audits; and
- (h) measurement of AMEP Service Provider performance against the AMEP Key Performance Indicators (KPIs).

The Framework is underpinned by the AMEP Quality Guidelines and Standards (the AMEP Standards); refer diagram below.

- 1.5.3 The Department will assess and monitor the performance of AMEP Service Providers (engaged under HOMEAFFAIRS/2165/RFT) in terms of efficiency, effectiveness and quality of service delivery.
- 1.5.4 The AMEP Performance Management Framework, will be administered by the Department, the nominated third party Quality Assurance Provider and/or an external auditor.
- 1.5.5 The criteria for the AMEP Standards are set out at paragraph 3.2.4.
- 1.5.6 AMEP Service Providers and the AMEP Academy provider must comply with the AMEP Standards at all times.



[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 a suitably qualified Supplier to design and deliver a Quality Assurance Program, including financial assurance, for the AMEP in accordance with the AMEP Performance Management Framework.
- 2.1.2 The Services must be provided by the Supplier as specified in this Statement of Requirement, including but not limited to:
- (a) developing and maintaining the AMEP Quality Guidelines and Standards (the AMEP Standards) in accordance with paragraph 3.2 which will be used to assess AMEP Service Providers and their staff with regards to the provision of AMEP services.
 - (b) delivering the AMEP Quality Assurance Program to ensure AMEP services are of high quality and client outcomes are optimised, in accordance with paragraph 3.3, including the following:
 - (i) developing an AMEP Quality Assurance Annual Plan , including detailed strategies, scheduling and indicative costs (paragraph 3.4).
 - (ii) conducting annual AMEP Quality Assurance Assessments including of all AMEP Service Providers against the AMEP Standards through a Site Visit to each AMEP contract region (23 contract regions) once per financial year, and

- including desktop and onsite review of related Service Provider records and client documentation (paragraph 3.5).
- (iii) conducting two Risk-Based Deep Dive Reviews per year, as detailed in the approved Quality Assurance Annual Plan, or if requested by the Department, (paragraph 3.6).
 - (iv) undertaking an annual body of financial assurance work and up to three Financial Assurance reviews per year, planned in advance or triggered by emerging risks, (paragraph 3.7).
 - (v) Information Management System (IMS) and data entry including enter data or upload documentation into the IMS for a range of purposes, including to record the outcome against *KPI 5: Service Quality for each AMEP Service Provider* (paragraph 3.8).
 - (vi) undertake Internal Moderation to ensure consistency of the quality assurance process (paragraph 3.9).
 - (vii) review appeals of Quality Assurance Activity , including those requested by AMEP Service Providers and the Department (paragraph 3.10).
- (c) Stakeholder engagement in accordance with paragraph 3.11, including working cooperatively with AMEP Service Providers, attending the AMEP annual Conference, developing and maintaining a productive working relationship with the AMEP Academy provider, and developing relationships and effective communication channels and networks with a range of other relevant stakeholders.
 - (d) Contract management, meetings, stakeholder relationships and general administrative requirements in accordance with paragraphs 3.11, 3.14, 3.15, 3.16, and 3.21, including fulfilment of all meeting and reporting requirements.
 - (e) Additional Services in accordance with paragraph 3.18, including 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. 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 or professional advice or consultation on topics related to the Requirement.
 - (f) AMEP Innovate in accordance with paragraph 3.19, including, at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes.
 - (g) planning and Program Implementation in accordance with paragraph 3.20, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.

- (h) Security requirements in accordance with paragraph 3.22, including protecting all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability.
- (i) Web Content Accessibility, in accordance with paragraph 3.24 including complying with the Web Accessibility National Transition Strategy, and all products, services and outputs conforming to WCAG 2.2.
- (j) records management and access to records in accordance with paragraphs 3.25 and 3.26 including meeting obligations and complying with relevant legislation.
- (k) business quality assurance in accordance with paragraph 3.28, including having a quality management system in place.

2.2 Timeframes

2.2.1 The Supplier is expected to be engaged to provide the Services in accordance with the following indicative timetable:

- (a) Commencement Date – 1 July 2025.
- (b) Transition In commences – 1 July 2025.
- (c) Partial Service Delivery – 1 July 2025 – 31 December 2025.
- (d) Full Service Delivery – from 1 January 2026.

3. DETAILED DESCRIPTION OF SERVICES

3.1 Nature and Scope of the Requirement

- 3.1.1 The Supplier must deliver the AMEP Quality Assurance Program in accordance with this Statement of Requirement and the AMEP Standards (refer paragraph 3.2).
- 3.1.2 The AMEP Quality Assurance Program and related services will monitor and assess contract and financial assurance, quality of program delivery and service provider performance against contractual requirements. The activities must be client-centred, evidence-based and inform a cycle of continuous improvement.
- 3.1.3 The AMEP Quality Assurance Program and related services will be underpinned by the introduction of the AMEP Standards (the Criteria for the AMEP Standards are at paragraph 3.2.4)
- 3.1.4 The Supplier must deliver all of the activities outlined below in relation to the delivery of the AMEP Quality Assurance Program and related services, including but not limited to:

- (a) develop and maintain the AMEP Standards, in consultation with the AMEP General Service Providers, to benchmark the expected standards for AMEP delivery;
 - (b) design and deliver an annual AMEP Quality Assurance Program that is fit for purpose and appropriate to the AMEP; and
 - (c) Additional Services, as required.
- 3.1.5 The Supplier must monitor and assess AMEP service delivery and financial assurance, quality of AMEP program delivery, and service provider performance.
- 3.1.6 The Supplier is required to develop and maintain the AMEP Standards, in consultation with the Department, AMEP Service Providers, and other relevant parties.
- 3.1.7 The Supplier must work cooperatively with the Department, AMEP Service Providers, the AMEP Academy Provider and any other nominated third party provider, for the purposes of any activity under the AMEP Quality Assurance Program.
- 3.1.8 The AMEP Quality Assurance Program will vary over time and will be conducted in a timeframe set by the Department (with advance notice).
- 3.1.9 The Department will undertake an annual planning process with the Supplier to determine the number and volume of AMEP Quality Assurance Activities.
- 3.1.10 The AMEP Quality Assurance Program will be Service Provider-specific, with most activities planned in advance in accordance with the Quality Assurance Annual Plan and other activities triggered across the year in response to emerging issues and risks.
- 3.1.11 The Supplier will propose to the Department the manner in which the annual AMEP Quality Assurance Program and related services will be delivered.

3.2 The AMEP Quality Guidelines and Standards (the AMEP Standards)

- 3.2.1 The Supplier must develop and maintain a set of standards and criteria (the AMEP Standards) which will be used to assess AMEP Service Providers and their staff with regards to the provision of AMEP services, as part of the AMEP Quality Assurance Program (refer paragraph 3.3).
- 3.2.2 The Supplier must develop and maintain the AMEP Standards, consulting with the Department, AMEP Service Providers and other relevant parties.
- 3.2.3 The AMEP Standards must be developed during the partial Service delivery period, and they must be ready for implementation in accordance with the expected AMEP General Services Service Delivery commencement date of 1 January 2026.
- 3.2.4 The AMEP Standards must address, but should not be limited to ensuring the following:
- (a) AMEP Service Providers are Registered Training Organisations (RTOs) and comply with the RTO Standards 2015 and EAL Framework curriculum requirements;
 - (b) AMEP Service Providers have formal registration to deliver the EAL Framework at their delivery locations;
 - (c) AMEP Clients' learning outcomes are in line with the EAL Framework curriculum;
 - (d) AMEP Service Providers, professional and administrative staff hold appropriate qualifications appropriate to their roles (e.g. teachers, Pathway Guidance officers, Child care staff etc);

- (e) AMEP Service Providers have sufficient numbers of appropriately qualified and experienced personnel employed to meet the contractual obligations;
- (f) AMEP Service Providers' staff are working within all applicable Commonwealth and State/Territory legislative frameworks;
- (g) teaching resources reflect EAL Framework curriculum requirements, and are regularly updated with reference to current trends in TESOL;
- (h) teaching resources integrate settlement information, Australian values, culture and laws into AMEP delivery of the EAL Framework where appropriate;
- (i) teaching resources are selected that meet AMEP Clients needs and language levels and are appropriate to their mode of learning (e.g. face to face, virtual, mixed mode and Distance Learning);
- (j) professional staff have teaching resources that are readily accessible and are provided with adequate support and resources, training and professional development opportunities;
- (k) AMEP Service Providers are moderating the EAL Framework within their contract region;
- (l) AMEP Clients are eligible for the AMEP as set out in the Immigration (Education) Act and Regulations;
- (m) AMEP Clients are allocated to the correct EAL Framework level;
- (n) AMEP Clients have access to a range of flexible tuition delivery modes, e.g. classroom tuition, Volunteer Tutor Scheme, mixed mode and/or Distance Learning (DL), or a combination of modes as appropriate;
- (o) AMEP Clients are provided with appropriate and accurate pathway guidance information, and ongoing settlement, educational and vocational counselling services from suitably qualified Pathway Guidance Officers in line with contractual requirements;
- (p) eligible AMEP Clients have access to meaningful and culturally appropriate work placements under AMEP Work Connect;
- (q) eligible AMEP Clients have access to appropriate community based learning in a range of settings;
- (r) eligible AMEP Clients are provided with accessible and culturally appropriate child care services;
- (s) all AMEP delivery locations (formal classroom, community and work based settings) are safe, accessible and appropriate;
- (t) AMEP class sizes are delivered in accordance with contractual obligations;
- (u) the AMEP is consistently and regularly promoted in accordance with the AMEP General Services Agreement and Service Provider Instructions (SPIs);
- (v) AMEP Service Providers have arrangements in place to collaborate with settlement service providers, community organisations, employers and Workforce Australia to support AMEP Clients with their individual settlement and employment goals; and
- (w) AMEP Service Providers have procedures in place for effective program evaluation.

3.2.5 The Supplier must, from time to time, review and update the AMEP Standards, or if requested by the Department, in consultation with and in accordance with the timeframe set by the Department.

3.2.6 The Supplier must provide a copy of the latest version of the AMEP Standards to the Department, who will make them available to each AMEP Service Provider and the AMEP Academy provider.

3.3 AMEP Quality Assurance Program

3.3.1 The Supplier must deliver an AMEP Quality Assurance Program that will ensure AMEP services are of high quality and client outcomes are optimised.

3.3.2 The AMEP Quality Assurance Program is shown in the following diagram.



3.3.3 The AMEP Quality Assurance Program, underpinned by the AMEP Standards, will:

- (a) verify that AMEP Service Providers are providing Services in accordance with the Department's requirements;
- (b) verify the quality and integrity of data input by AMEP Service Providers 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.

3.3.4 The Department will provide the Supplier with a summary of the Service Provider Risk Assessment, including the risk rating and key factors, annually by 30 April, to support the targeting of activities delivered under the AMEP Quality Assurance Program.

3.3.5 The AMEP Quality Assurance Program that must be administered by the Supplier will include, but is not limited to:

- (a) extensive data interrogation and crosschecking of supporting records (AMEP Service Providers and the IMS) to assess service delivery and quality of support provided to AMEP Clients (i.e. AMEP Initial Assessment; attendance and tuition records, tuition delivery modes; AMEP Innovate; Child care; Pathway Guidance and My AMEP Plan; Volunteer Tutor Support and Volunteer training, and AMEP Work Connect);

- (b) functions which overlap with other regulatory body roles (e.g., ASQA, VRQA, TAC etc);
 - (c) verifying facilities (including duty of care towards staff and clients), qualified personnel and training; and observe classes and other activities through AMEP Site Visits;
 - (d) review of Service Provider policy and process documentation and other material relating to AMEP (e.g. teaching material, Professional Learning (PL) training, strategies and plans, communication products etc);
 - (e) collection of the AMEP Service Provider's KPI 5 – Service Quality data;
 - (f) financial assurance activities to verify payments against service delivery; and
 - (g) risk based Deep Dive Reviews.
- 3.3.6 The AMEP Quality Assurance Assessments will be consistent across the AMEP program, and planned in advance. As part of the AMEP Quality Assurance Program, some additional Quality Assurance activities will be service provider specific which may be triggered across the year in response to emerging issues and risks.
- 3.3.7 The Supplier must provide a feedback session to an AMEP Service Provider on the findings of any Quality Assurance Activities, should the provider request this. This may be conducted in person or via tele or video conference, following initial engagement with the Department. The feedback session is at no additional cost to the Department. A Departmental representative must be invited to attend.
- 3.3.8 The Supplier must prepare supporting guidance material to assist both the Supplier in conducting Quality Assurance Activities and AMEP Service Providers involved in assessments. The supporting guidance material must be finalised during the Partial Service Delivery period and be ready for implementation by 1 January 2026. The Supplier must, from time to time, review and update the supporting guidance materials. The supporting guidance material should be made available to the Department for review and feedback, if requested.
- 3.3.9 The Supplier must develop and maintain a detailed register tracking all Quality Assurance Activities and remedial action. The Supplier must provide an up to date version of the register to the Department in accordance with paragraph 3.13.1.
- 3.3.10 The Supplier must report on progress against the AMEP Quality Assurance Program in the Mid-Year and Annual Report in accordance with paragraph 3.13.1 and paragraph 3.16.
- 3.3.11 The Supplier should ensure that the tracking register, and the Reports, inform the Department's annual review and update of the Service Provider Risk Assessment.

3.4 AMEP Quality Assurance Annual Plan

- 3.4.1 The Supplier must develop an AMEP Quality Assurance Annual Plan that must include details of all planned Quality Assurance Activities, in accordance with paragraph 3.3 and include, but is not limited to:
- (a) a detailed strategy for the financial year for monitoring and assessing AMEP provider's performance, services and staff;
 - (b) a detailed strategy for the financial year for supporting financial assurance including an indicative timeframe for three financial assurance reviews;
 - (c) details for the financial year of annual Site Visit to be undertaken for each contract region, including at least one formal classroom, community and work-based site (where they exist), and including Distance Learning;

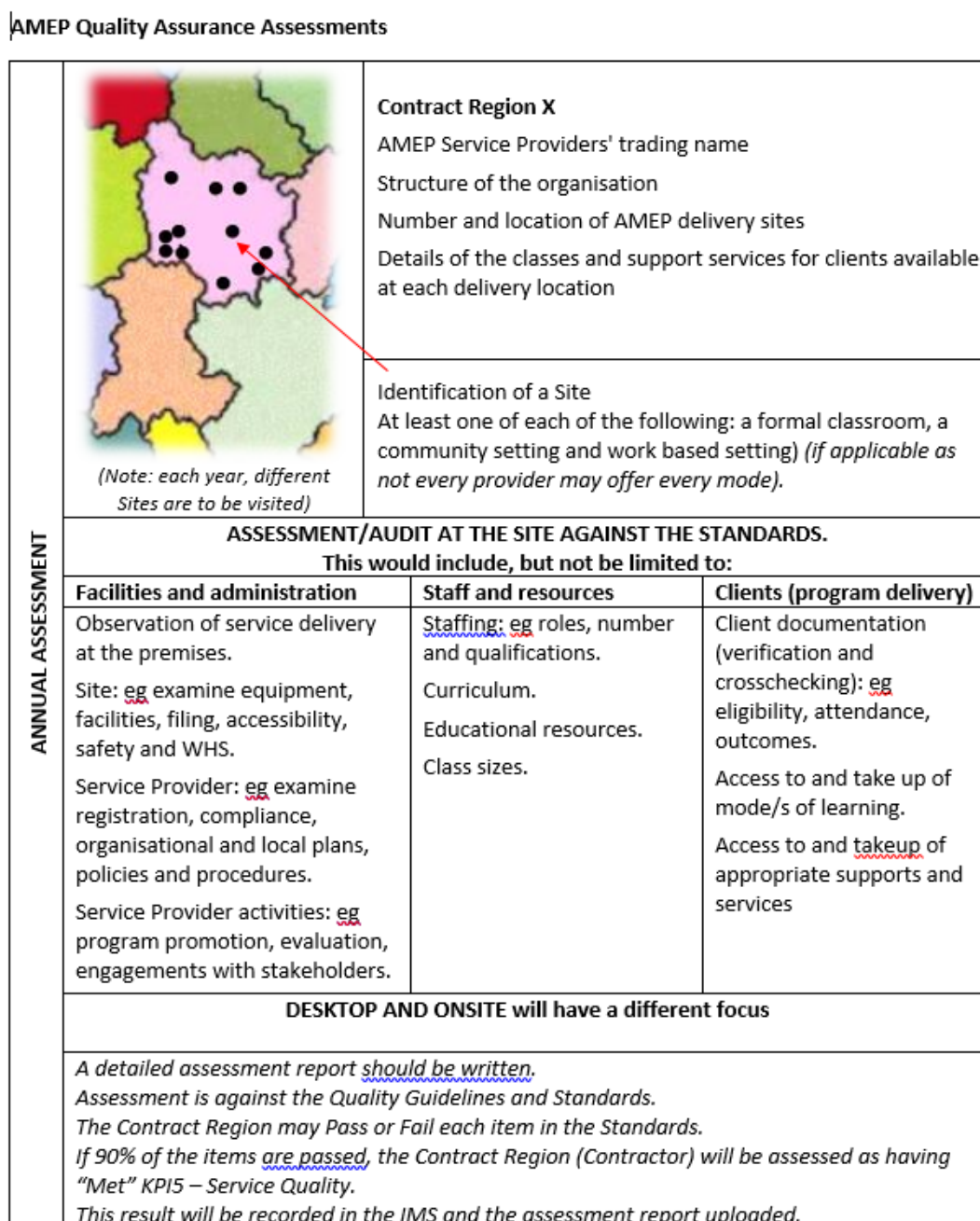
- (d) a detailed schedule of services to be conducted, including purpose, location and dates;
 - (e) details of two proposed risk based Deep Dive Reviews, consistent with paragraph 3.6; and
 - (f) indicative costs for approval each year, showing the planned number of Quality Assurance Activities, including AMEP Service Providers, AMEP Site Visits and indicative dates of travel, as well as details of all contracted services that have been reallocated to sub-Suppliers (where applicable).
- 3.4.2 The Quality Assurance Annual Plan should also specify a proportion of total Quality Assurance Activities for Internal Moderation (refer paragraph 3.9).
- 3.4.3 The Supplier must provide the Department with a Quality Assurance Annual Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.
- 3.4.4 Upon receipt of the draft Quality Assurance Annual Plan, the Department may:
- (a) approve the Quality Assurance Annual Plan, or;
 - (b) request that the Supplier:
 - i. amend the Quality Assurance Annual Plan; and
 - ii. submit a revised version of the Quality Assurance Annual Plan to the Department for approval within 5 business days.
- 3.4.5 After the Department has provided its approval:
- (a) the Quality Assurance Annual Plan forms part of the Services Contract; and
 - (b) the Supplier must comply with the content of the Quality Assurance Annual Plan, unless otherwise agreed by the Department in writing.
- 3.4.6 The Department may, at any time after it has provided approval in accordance with the paragraph above, require the Supplier to:
- (a) alter or amend the Quality Assurance Annual Plan; and
 - (b) comply with the altered or amended terms of the Quality Assurance Annual Plan.
- 3.4.7 Notwithstanding any other provision in the Contract, the Commonwealth may in its absolute discretion, decide to amend the:
- (a) AMEP Quality Assurance Budget;
 - (b) Quality Assurance Annual Plan; or
 - (c) nature of the Quality Assurance Activities for AMEP Services to be provided under an Quality Assurance Annual Plan.
- 3.4.8 These amendment, may, or may not, be undertaken in consultation with the Supplier.

3.5 AMEP Quality Assurance Assessments

- 3.5.1 The Supplier must undertake quality assurance assessments of all AMEP Service Providers against the AMEP Standards through a Site Visit to each AMEP contract region (23 contract regions) once per financial year. Refer Appendix 1 for details on contract regions.
- 3.5.2 In undertaking Quality Assurance Assessments, the Supplier must also undertake a desktop and onsite review of related Service Provider records and client documentation.

3.5.3 For each contract region, at least one (1) formal classroom site, one (1) community based setting and one (1) work-based site (where they exist) must be assessed as part of the Site Visit. The provision of Distance Learning tuition mode must also be assessed.

3.5.4 Quality Assurance Assessments are summarised in the diagram below:



3.5.5 The Supplier will work with and advise AMEP Service Providers of Site Visits in accordance with paragraph 3.11.

3.5.6 The Supplier must report to the Department and the AMEP Service Provider on the outcome of each Quality Assurance Assessment, in accordance with the timeframes and requirements set out in paragraph 3.13.1 and paragraph 3.16.

3.5.7 The data collected as part of the AMEP Quality Assurance Assessments will be used to measure AMEP Service Provider performance against the General Services Agreements KPI 5: Service Quality: *Contractors meet 90% of audit requirements against the AMEP Quality Guidelines and Standards.*

3.5.8 The Supplier must report to the Department and the AMEP Service Provider on the data collected for KPI 5 in accordance with the timeframe at paragraph 3.13.1.

3.6 Risk-Based Deep Dive Reviews

3.6.1 The Supplier must conduct risk-based Deep Dive Reviews as detailed in the approved Quality Assurance Annual Plan, or if requested by the Department.

3.6.2 The Supplier may also initiate Deep Dive Reviews, subject to the Department's approval. The Supplier must seek approval from the Department in writing, prior to conducting any risk-based Deep Dive Reviews.

3.6.3 Risk-based Deep Dive Reviews may be planned in advance or triggered by emerging risks, adverse Quality Assurance Activity outcomes, performance issues, contract management issues and to test quality controls related to changes in AMEP policy or program settings.

3.6.4 Risk-based Deep Dive Reviews may be theme/topic based or focus on a specific AMEP sub-program component, AMEP Service Provider or Contract Region specific, and may involve a client sampling approach.

3.6.5 The scope and timing of any review will be negotiated and agreed between the Department and the Supplier.

3.6.6 The Supplier must develop a Deep Dive Review template and submit it to the Department for approval, in accordance with the timeframe set out in paragraph 3.13.1. This template may be updated by the Department from time to time.

3.6.7 The Supplier must report to the Department on the outcome of the risk-based Deep Dive Reviews, in accordance with the timeframes and requirements set out in paragraph 3.13.1 and paragraph 3.16.

3.7 AMEP Financial Assurance

3.7.1 The Financial Assurance activities of AMEP Service Providers required to be undertaken will be planned in advance and may be triggered by emerging risks.

3.7.2 The Supplier is required to undertake:

a) An annual body of Financial Assurance work.

i. The Financial Assurance tasks to be delivered by the Supplier will involve sample testing based on key assertions such as accuracy and completeness, to be undertaken in conjunction with AMEP Quality Assurance Assessments set out in paragraph 3.5.

ii. When undertaking financial assurance activities, the Supplier must utilise the sampling methodology provided by the Department and examine and cross check AMEP Service Provider records against the data contained in the Department's IMS to verify payments associated with AMEP delivery, including but not limited to: AMEP Initial Assessment; attendance; child care; AMEP Work Connect; AMEP Innovate; Pathway Guidance; Distance Learning and the Volunteer Tutor Scheme.

b) Up to three financial assurance reviews annually.

- i. Financial Assurance reviews may be AMEP Service Provider specific, or may be thematic (such as on a specific AMEP sub-program component) and across providers or AMEP Contract Regions. The Financial Assurance activities to be delivered by the Supplier will involve sampling testing of General Service providers actual invoice and payment activities, processes and controls, and will include an examination of accuracy and completeness. Methodology for sample testing will be provided by the Department.
- ii. The scope and timing of any review will be negotiated and agreed between the Department and the Supplier
- iii. The Department may request a Financial Assurance review to be conducted; the Supplier may also initiate a Financial Assurance review, subject to the Department's approval.

3.7.3 These financial assurance activities must be conducted in accordance with the Quality Assurance Annual Plan, and any other relevant departmental financial framework or instruction documentation.

3.7.4 The Supplier must report to the Department on the outcome of the AMEP Financial Assurance activities, in accordance with the timeframe set out in paragraph 3.13.1.

3.8 Information Management System (IMS) and Data entry

3.8.1 The Supplier must enter data or upload documentation into the IMS for a range of purposes, including to record the outcome against *KPI 5: Service Quality for each AMEP Service Provider*.

3.8.2 The Department will provide training to select Supplier Personnel during the Transition In Period. Only authorised Personnel may have access to the IMS.

[Note to Tenderers: the IMS that will support the provision of AMEP General Services and AMEP Quality Assurance Services is expected to be operational from 1 January 2026. Further information about the IT requirements will be provided to the preferred Tenderer during contract negotiations and following the Commencement Date.]

3.9 Internal Moderation

3.9.1 For the purposes of ensuring consistency of the quality assurance process:

- (a) the Supplier must, during each financial year, conduct Internal Moderation of Quality Assurance Program Activities, in accordance with the AMEP Quality Assurance Annual Plan; and
- (b) provide advice to the Department within 14 Business Days of the outcome of the Internal Moderation.

3.10 Appeals of Quality Assurance Activity

3.10.1 AMEP Service Providers may request an appeal if they disagree with the results of a Quality Assurance Activity. It is at the Department's discretion whether the request for an appeal will be accepted.

3.10.2 The Department may also request a review of a Quality Assurance Activity.

3.10.3 Where an appeal or review is considered by the Department to be warranted, the following process will apply:

- (a) the Department will advise the Supplier in writing of the Quality Assurance Activity to be reviewed;
- (b) the results of the Quality Assurance Activity will be reviewed by a Personnel of the Supplier who is separate to the original assurance process;
- (c) the Supplier will provide the reassessment to the Department within 14 Business Days of request, for further consideration; and
- (d) where the Department agrees with the outcome of the reassessment, the Department will advise the AMEP Service Provider of the final outcome of the appeal.
- (e) In circumstances where the Service Provider continues to disagree with the outcome of the appeal, the Department will second council the re-assessment. The Department's decision on the any review of re-assessment will be final.

3.10.4 For the purposes of a review, the Supplier must follow the procedures set out in the AMEP Standards as appropriate.

3.11 Stakeholder relationships

3.11.1 In order to conduct AMEP Quality Assurance Program activities, the Supplier:

- (a) warrants that it will work cooperatively with AMEP Service Providers; and
- (b) must provide the AMEP Service Provider with 10 Business Days' written notice, detailing the reasons for approaching the Site or requesting access to records, before:
 - i. entering an AMEP Service Provider's Site; or/and
 - ii. requesting access to an AMEP Service Provider's Client files and related documentation, Training and Assessment Strategy (TAS) or other records as required.

3.11.2 As detailed in paragraph 1.1.5, a Third Party provider will be engaged by the Department to deliver the AMEP Academy (HOMEAFFAIRS/2167/RFT).

3.11.3 The Supplier must establish and maintain a productive working relationship with the AMEP Academy provider.

3.11.4 The Supplier must look to strengthen best practice, support continuous improvement and improve the quality of AMEP services through:

- (a) meeting at least once each quarter with the Department and AMEP Academy Supplier to discuss quality assurance trends and systemic issues; and
- (b) facilitate the feeding in and sharing of Quality Assurance Activity findings into professional development training and services for AMEP service providers and teachers.

3.11.5 The Department and AMEP Academy provider will review and update the current Initial Assessment Kit during the Transition In period. The Supplier must participate in the review process (refer HOMEAFFAIRS/2167/RFT).

3.11.6 The Supplier is also expected to establish and maintain relationships and develop effective communication channels and networks with relevant stakeholders, including but not limited to other Commonwealth agencies, Humanitarian and other settlement services providers and peak bodies, the Australian Skills Quality Authority (ASQA), the Victorian Registration and Qualifications Authority (VRQA), the Training Accreditation Council of Western Australia (TAC), and other relevant parties, such as institutions in the education sector.

3.12 Required Skills or Knowledge

3.12.1 The Supplier must be able to provide the AMEP Quality Assurance Program and related services.

3.12.2 Suppliers and Approved Sub-contractors must have experience and demonstrated knowledge across the broad majority of the below:

- (a) Quality Assurance services;
- (b) Financial assurance and audit activities and processes;
- (c) the adult Teaching English to Speakers of Other Languages (TESOL) sector, especially for adult migrant learners;
- (d) the EAL Framework curriculum;
- (e) Vocational Education and Training (VET) Quality Framework;
- (f) Registered Training Organisations (RTOs);
- (g) Standards for Registered Training Organisations (or equivalent according to the location of RTO registration); and
- (h) details of experience in applying or working within relevant industry codes or guidelines, and regulatory frameworks, including legislation in different jurisdictions

3.12.3 Knowledge or experience of working with Culturally and Linguistically Diverse (CALD) clients and vulnerable migrant cohorts is not required, but would be an advantage.

3.12.4 The Supplier must ensure that sufficient numbers of appropriately qualified and experienced Personnel are employed to meet the contractual obligations.

3.12.5 The Supplier should ensure that all Personnel 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.

3.13 Deliverables

3.13.1 The Supplier must provide the following reporting deliverables according to the table below:

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	3.29 of SOR	Draft including detailed Project Timeline	Tender response	Monthly reporting during the Transition In Period in accordance with the Draft Services Contract. Regular transition meetings with outgoing QA Supplier 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	Within 5 days of the Execution Date	
Communications Plan	3.35 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Date	An update annually as part of the Quality Assurance 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 Communication Plan	
Indigenous Participation Plan	Paragraph 44 of Part 2 – RFT Terms and Conditions - Indigenous Procurement Policy	Final	Tender response	An update annually as part of the Quality Assurance Annual Plan, or as requested by the Department
Risk Management and Fraud Control Plan and Risk Register	3.33 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Date	An update annually as part of the Quality Assurance 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 and Fraud Control Plan and Risk Register	
Business Continuity Plan	3.31 of SOR	Draft	Within 30 Business Days of the Full Service Delivery 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)
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	requested by the Department
Human Resource Management Plan	3.34 of SOR	Draft	Within two (2) months of the Full Service Delivery Date	An update annually as part of the Quality Assurance 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 Human Resource Management Plan	
Work Health and Safety Plan	3.32 of SOR	Draft	Within two (2) months of the Full Service Delivery Date	An update annually as part of the Quality Assurance 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	
Child Safety Plan	67.59 of the Draft Services Contract	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP QA Annual Plan, or as requested by the Department
Cyber Incident Response Plan	3.22.5 of SOR	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP QA Annual Plan, or as requested by the Department
Indigenous Participation Plan Report	67.47 and 67.48 of the Draft Services Contract	Final	Annually and Quarterly	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 Quality Assurance Annual Report.
<i>Workplace Gender Equality (WGE) Act 2012</i> letter of compliance	67.12 of the Draft Services Contract	Final	Within 18 months from the Full Service Delivery Date	Following the initial provision, an update annually as part of the Quality Assurance 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)
Modern Slavery Risk Management Plan	67.38 of the Draft Services Contract	Final	Within one month of the Full Service Delivery Date	Within 10 Business days of a written request from the Department
Transition Out Plan	3.30 of SOR	Draft	Within six (6) months of the Full Service Delivery Date	An update annually on the anniversary of the Full Service Delivery Date
		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 Contract
		If a Termination Notice is issued under the Contract	Within one (1) month of the date on which notice is given	Regular transition meetings with incoming QA Supplier and the Department
		Final	Six (6) months before the End Date	
AMEP Quality Guidelines and Standards (the AMEP Standards)	3.2 of SOR	Draft	By 30 September 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the AMEP Standards.
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Plan	
		Maintain	As agreed with the Department	The Supplier must review, from time to time or if requested by the Department, the Standards to ensure they remain up to date.
AMEP Quality Assurance Annual Plan	3.3 of SOR and 3.4.1 of SOR	Draft	31 December 2025 (to cover the period January to June 2026) and then 30 June each year (for the subsequent financial year) following the Full Service Delivery Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Quality Assurance Annual Plan.

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)
		Final	A final version incorporating any changes requested by the Department within 14 Business Days following the provision of the draft Plan	
Mid-Year Report	3.16.1 of SOR	Final	28 February each year, with the first Mid-Year Report due 28 February 2027.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Annual Report	3.16.1 of SOR	Final	30 September 2026, and each year following the Full Service Delivery Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Data entry for KPI#5 – Service Quality	3.5 of SOR	Final	Within 14 days of the completion of the quality assurance assessment, with all data entered by no later than 14 August each year following the Full Service Delivery Date	The Supplier must engage with and work with AMEP Service Providers to collect the data
Detailed report on Quality Assurance Program activity	3.5 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Develop Deep Dive Review template	3.6 of SOR	Draft	By 31 October 2025.	The Supplier must engage with and work with the Department to ensure the Department accepts the Template
		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	
Detailed individual reports on Deep Dives Reviews	3.6 of SOR 3.16.1 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
Detailed individual reports on Financial assurance activities	3.7 of SOR 3.16.1 of SOR	Final	Within 14 days of the completion of the Quality Assurance Activity, from 1 January 2026 onwards.	The Supplier must engage with and work with the Department to ensure the Department accepts the 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)
Quality Assurance Activity and remedial action tracker	3.3.9 of SOR	Maintain	Quarterly, within 14 days of the period ending 31 March, 30 June, 30 September and 31 December.	The Supplier must engage with and work with the Department to ensure the Department accepts the document.
Advice on Appeals and Internal Moderation	3.9 of SOR 3.10 of SOR	Final	Within 14 Business Days of the outcome of the Appeal Within 14 Business Days of the outcome of the Moderation	The Supplier must engage with and work with the Department to ensure the Department accepts the advice.
Incident report (includes WHS, Security, Notifiable Incidents)	13.1 and 66.3 of the Draft Services Contract	Final	Within three (3) Calendar Days of the incident occurring or as otherwise directed by the Department.	As required
Data Breach Notification and Assessment	27.3 of the Draft Services Contract	Final	Notify the Department within three (3) Business Days of becoming aware of an eligible data breach. Supplier 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.	As required
Supplier's audited annual financial statements	3.16.6 of SOR	Final	Within three (3) months after the end of each Financial Year, or as part of the Annual Report	The Supplier must engage with and work with the Department to ensure the Department accepts the Statements.
Indigenous Participation End of Term Report	67.48 of the Draft Services Contract	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable

3.14 Meetings

3.14.1 During the Term of the Contract, the Supplier must participate in contract management and performance related meetings with the Department, 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.

- 3.14.2 In advance of meetings, the Department will outline when and where they are to be held, and who is required to attend.
- 3.14.3 The Supplier must meet its own travel and accommodation costs associated with attendance at meetings with the Department, if required.
- 3.14.4 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 3.14.1 and will distribute copies of the meeting minutes to the Supplier's nominated Personnel for review.

Other meetings

- 3.14.5 The Supplier 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 Supplier.
- 3.14.6 Supplier must attend each and any AMEP annual service provider conference, and send at least one (1), and if required two (2) Personnel. The Supplier must meet their own time, travel and accommodation costs associated with attendance.
- 3.14.7 During the Contract Term, the Supplier must meet with the Department as required, to review and discuss items such as reports, payments, disputes, security requirements, risk management and fraud control, compliance with WHS, non-compliances and relevant industry and technology developments.
- 3.14.8 In advance of meetings, where possible, the Department will outline when and where these other meetings are to be held, and who is required to attend.
- 3.14.9 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Supplier for review.
- 3.14.10 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.

3.15 Contract Relationship Management

- 3.15.1 The Supplier must:
 - (a) implement and manage their internal governance arrangements to foster cooperation and a professional working relationship with the Department, the AMEP Academy Service Provider, other AMEP Service Providers, and other providers are necessary for the delivery of Services;
 - (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, including changes in delivery to Services and requests for reporting.
- 3.15.2 The Supplier 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.
- 3.15.3 The Supplier must advise of changes to key resources within five (5) working days or the earlier of:
 - (a) the change occurring; and

- (b) the Supplier becoming aware that changes will occur.

3.16 Contract Reporting Requirements

3.16.1 During the Contract Term and as part of the administrative process, the Supplier must comply with all contract reporting as specified in this Statement of Requirement (refer also paragraph 3.13.1 for timeframes). These reports at a minimum must include:

- (a) Mid-Year Report – Mid-Year Reports must report against the Quality Assurance Annual Plan, show progression against the contractual KPIs, and include but are not limited to:
 - (i) any emerging issues; and
 - (ii) best practices and any suggested improvements to the delivery of the AMEP.
- (b) Annual Report – The Annual Report must provide details of the quality monitoring activities undertaken during that year. Annual reports must report against the elements of the Quality Assurance Annual Plan, show progress against the contractual KPIs and include, but are not limited to:
 - (i) an overview of all AMEP Quality Assurance Program Activities undertaken for the year, including volume, type of activities, AMEP Service Provider sites;
 - (ii) any emerging issues;
 - (iii) lessons learned, best practices and any suggested improvements to the delivery of the AMEP;
 - (iv) appeals and Internal Moderation activities; and
 - (v) an executive summary of the above.
- (c) Detailed separate Quality Assurance Reports, which covers the Quality Assurance Program, Deep Dive Reviews and Financial Assurance activities.
 - (i) The Supplier will provide to the AMEP Service Provider and the Department a report detailing outcomes of each Quality Assurance Program activity and any remedial action required. Each Quality Assurance Program activity report must include details of the assessment conducted and any areas in which the Service Provider was found to be deficient. For each Quality Assurance Program activity, the Supplier will provide the Department with copies of the Service Provider's response and proposed follow-up actions; and if requested, any correspondence between themselves and the Service Provider.
 - (ii) The Supplier will provide to the Department a report detailing the outcome of the risk-based Deep Dive Review, using the approved Deep Dive Review template.
 - (iii) The Supplier will provide to the Department a report detailing the outcome of the Financial Assurance activity.
- (d) Quality Assurance Remedial Action Tracker – A detailed register must track all Quality Assurance Program activities and remedial action. The Supplier must regularly provide an up to date version of the register to the Department.

3.16.2 The Department will develop the reporting templates in consultation with the Supplier and will provide the Supplier with instructions to assist in meeting reporting requirements.

3.16.3 During the Contract Term and as part of the administrative process, the Supplier may also be required to provide written reports on:

- (a) progress of the Requirement;
- (b) meeting key performance measures;

- (c) contact with Security Classified Material; and
- (d) incidents (including but not limited to security and WHS).

3.16.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.

3.16.5 The Supplier is required to maintain appropriate records (as defined in, and in accordance with, the Draft Contract) in respect of the information that is reported to the Department, and provide these records as and when requested by the Department

3.16.6 The Supplier must provide copies of the Supplier's audited annual financial statements, within three (3) months after the end of each Financial Year, or as part of the Annual Report that have:

- (a) been audited by an independent Qualified Auditor;
- (b) contain an opinion from the Qualified Auditor as to whether payments made by the Department to the Supplier under the Contract have been used in the accordance with the obligations of the Draft Services Contract; and
- (c) comply with all reasonable requests and directions issued by, or on behalf of, the Department for Reports to be provided.

3.17 Performance Measurement

3.17.1 The KPIs represent a minimum performance standard that the Supplier is expected to meet and the Department expects that the Supplier will strive to deliver services above these standards.

3.17.2 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Contract extensions.

3.17.3 Failure to achieve a KPI is expected to trigger remedies against a Supplier as detailed in the Draft Services Contract (refer to **clause 18.4 of Attachment E**).

3.17.4 KPIs against which the Supplier will be measured are listed in the table below:

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
KPI 1 Service Quality 90% of assurance activities are delivered to the standard set in the AMEP QA Annual Plan	Quarterly	The Supplier is required to include data for this KPI in the Quality Assurance Remedial Action Tracker, Mid Year and Annual Report	<ul style="list-style-type: none"> • Number of assurance assessments in QA Annual Plan completed consistent with AMEP Standards and within budget. • Number of assurance activities (Deep Dive and Financial Assurance) in Annual QA Plan completed consistent with AMEP standards and within budget.

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
KPI 2 Timeliness 95% of reports are submitted on time and meet the requirements	Quarterly, Mid-Year Report and Annual Report	The Supplier is required to include data for this KPI in the Quality Assurance Remedial Action Tracker, Mid year and Annual reports	<ul style="list-style-type: none"> Based on the difference between the date a report is submitted, and the completion date for the Quality Assurance Activity Assurance assessments and other QA reports
KPI 3 Effectiveness 90% of all internal moderation and appeals show the same review result	Mid-Year and Annual Report	The Supplier is required to include data for this KPI in the Mid-Year and Annual Report	<ul style="list-style-type: none"> Data on internal moderation - proportion of moderation where the initial findings are validated Data on appeals - proportion of appeals where the initial findings are validated
KPI 4 Satisfaction 80% AMEP Service provider satisfaction rate	Yearly	The Department of Home Affairs	<ul style="list-style-type: none"> The Department will survey AMEP Service Providers regarding their satisfaction with the processes of and engagement by, the Supplier

3.18 Additional Services

3.18.1 The Department may, from time to time during the Contract Term, require Additional Services (**clauses 9.10 to 9.15** of the **Draft Services Contract at Attachment E**) which may include, but are not limited to:

- (a) additional quantities or frequency of Services;
- (b) additional training;
- (c) projects relating to the delivery of the Services; and
- (d) professional advice or consultation on topics related to the Requirement.

3.18.2 If the Department requires Additional Services, the Department may request the Supplier 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 Supplier and the Department is not bound to any proposal unless and until the Contract is varied in accordance with **clauses 9.10 to 9.15** of the **Draft Services Contract (Attachment E)** to provide for the Additional Services.

3.18.3 The Supplier 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.

3.18.4 Where a variation is executed by the parties for the provision of Additional Services, then:

- (a) that variation forms part of the Contract;

- (b) the Supplier will provide the Additional Services specified in the variation;
- (c) the Department will pay any fees or charges to the Supplier 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 Draft Services Contract, except to the extent that the parties agree in writing that such terms and conditions do not apply.

3.18.5 The Additional Services process set out here in paragraph 3.18 does not in any way reduce or vary the Supplier's responsibility to provide the Services and perform its obligations set out in the Draft Services Contract.

3.19 AMEP Innovate

3.19.1 The Department may, from time to time, request the Supplier to prepare and submit to the Department a proposal for AMEP Innovate, in accordance with provisions for Additional Services at paragraph 3.19).

3.19.2 AMEP Innovate is a capped sub-program that provides additional funding to the Supplier to pilot initiatives and projects that look beyond current program delivery as they relate to the Services.

3.19.3 AMEP Innovate initiatives and projects aim to enhance Client English language, settlement and employment outcomes For the Services these may include, but are not limited to:

- (a) making better use of technology; and
- (b) special programs with targeted tuition and learning outcomes.

3.19.4 The Supplier must deliver AMEP Innovate in accordance with **clauses 9.10 to 9.15** [Additional Services] of the **Draft Services Contract (Attachment E)**.

3.19.5 The Supplier acknowledges that when the Department requires the delivery of Services through AMEP Innovate, the Department may invite the Supplier to submit a proposal for which the Supplier seeks payment to implement an AMEP Innovate project.

3.19.6 Where the Department invites the Supplier to submit a proposal for AMEP Innovate, the Department will:

- (a) inform the Supplier;
- (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.

3.19.7 If the Supplier 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 Supplier 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;
- (e) any other matters specified by the Department.

3.19.8 If the Department agrees to accept a proposal for an AMEP Innovate project, the Supplier will be issued with documents to formally vary the Contract in a form determined by the Department;

3.19.9 If requested by the Department, the Supplier must make available any resources developed as part of AMEP Innovate.

3.20 Planning and Program Implementation

3.20.1 The Supplier must perform the Services in an efficient, effective and comprehensive manner, in accordance with the following requirements:

- (a) must provide all relevant plans within the specified timeframes outlined in this Statement of Requirement;
- (b) must ensure all Plans include:
- (c) specific requirements where appropriate; and
- (d) overarching management principles.

3.20.2 The Supplier must develop and review the following plans and documents in accordance with this Statement of Requirement (in accordance with the schedule set out in paragraph 3.13.1 – Deliverables) and comply with those plans and documents once they have been approved:

- (a) Quality Assurance Annual Plan;
- (b) Transition In Plan;
- (c) Transition Out Plan;
- (d) Business Continuity Plan;
- (e) Work Health and Safety Plan;
- (f) Risk Management and Fraud Control Plan;
- (g) Human Resource Management Plan;
- (h) Indigenous Participation Plan;
- (i) Communications Plan;
- (j) Modern Slavery Risk Management Plan;
- (k) Child Safety Plan; and
- (l) Cyber Incident Response Plan.

3.21 General administrative requirements

3.21.1 The Supplier must:

- (a) comply with all processing, administrative and general procedural requirements specified in the AMEP Standards; and
- (b) enter all relevant data into the IMS within the timeframes specified and as set out at paragraph 3.8 of this Statement of Requirement, and in accordance with the AMEP Standards.

3.22 Security Requirements

3.22.1 The Supplier must protect all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability. The Supplier 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.

3.22.2 The Supplier 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 Supplier must also comply with ISO/IEC 27034 – Information Technology – Security Techniques – Application security when undertaking any systems development.

3.22.3 The Supplier 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 \(dta.gov.au\)](#).

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

3.22.5 The Supplier 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.

3.23 Compliance with other Commonwealth Policies

3.23.1 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 Terms and Conditions, Part 2 – Terms and Conditions. The Supplier 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 Clause 44 of RFT terms and conditions. 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 Supplier will be managing Commonwealth Records on behalf of the Department.
Web Content Accessibility Guidelines version 2.2 (WCAG 2.2)	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; • 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. Consider including the clause below in the Statement of Work.
Australia's Disability Strategy	Department of Social Services	This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to: <ul style="list-style-type: none"> • provide national leadership towards greater inclusion of people with disability;

Policy	Administered by	Issues to consider
		<ul style="list-style-type: none"> • 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.
Commonwealth Supplier Code of Conduct	Department of Finance	The Code requires all suppliers to conduct themselves with high standards of ethics such that they act with integrity and accountability. Suppliers must be able to demonstrate they have appropriate policies, frameworks, or similar, in place regarding ethics, governance and accountability to comply with these expectations.

3.24 Web Content Accessibility Guidelines Version 2.2

3.24.1 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.

3.24.2 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>.

3.24.3 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 \(Quickref Reference\) \(w3.org\)](#))).

3.25 Records Management

3.25.1 Without limiting or reducing the Supplier's obligations under the Draft Services Contract, the Supplier 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 with the Privacy Act 1988 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;
- (e) transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
- (f) 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;
- (g) 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;
- (h) ensure records are safeguarded from unauthorised access or use;
- (i) ensure all hand written records are transferred into an electronic record in the Service Provider(s) relevant information technology system; in a format that can be transferred to the Department;
- (j) ensure all electronic records have been effectively backed up on a daily basis; and
- (k) ensure that no data, record or report is inappropriately accessed, removed, lost, corrupted or misplaced.
- (l) as instructed by the Department, as instructed by the Department, ensure the transfer of records to the Department or any incoming supplier, either:
 - i. at the end of the Contract Term, if the Supplier is not successful in retaining the delivery of services under a future contract;
 - ii. upon the **Draft Services Contract (Attachment E)** being terminated before the end of the Contract Term; or
 - iii. with the Supplier to bear any associated costs.

3.25.2 The Department may also, from time to time, engage an independent auditor to conduct targeted compliance activities such as reviews, investigations and audits. The Supplier must facilitate access to all facilities, records and data to support compliance and audit activities.

3.26 Access to Records

3.26.1 The Supplier must assist the Commonwealth in respect of the Commonwealth's obligations under the [Freedom of Information Act 1982](#).

3.26.2 Where the Department receives a request for access to a document created by, or in the possession of, the Supplier (or any Sub-Supplier) that relates to the performance of this the **Draft Services Contract (Attachment E)**, the Department may at any time require the Supplier to provide the document to the Department, and the Supplier must, at no additional cost to the Department, promptly comply with the notice.

3.26.3 The Supplier must allow a Client to access information in the Supplier'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 Supplier making a file note on the Client's File.

3.26.4 The Supplier 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.

3.27 Compliance with Industry Codes or Guidelines

3.27.1 The Requirement is to be provided in compliance with the following:

- (a) the VET Quality Framework; and
- (b) Auditing Standard ASQC 1 Quality Management for Firms that Perform Audits or Reviews of Financial Reports and other Financial Information, or other Assurance or Related Services Engagements.

3.28 Business Quality Assurance

3.28.1 The Supplier must, over the Contract term, at a minimum have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.

3.29 Contract Transition In Plan

[Note to Tenderers:

Potential Tenderers should note, as advised in the RFT Terms and Conditions Part 1 – Provision of services under any other AMEP Program Contract permitted? - that AMEP Quality Assurance services and the AMEP Academy can be delivered by the same successful Supplier. In this instance, details of governance arrangements and mitigation strategies that the Supplier will put in place to address issues such as conflict of interest, blurred lines of accountability, appropriate resource allocation, transparency, and trust and credibility issues from stakeholders, to ensure a clear organisational separation of duties, are also required to be included in the Transition In Plan}

The Transition In Period is the period from the Commencement Date until Transition In is accepted (Transition In Period).]

3.29.1 The Supplier is required to provide with its Tender, a draft Transition In Plan.

3.29.2 The draft Transition In Plan must, at a minimum, describe all the tasks and activities required to ensure that the Supplier can effectively perform during the Transition In Period 1 July 2025 to 31 December 2025, and commence performing by the Service Delivery Date (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement):

- (a) details of how the Supplier will establish capacity to deliver the Services;
- (b) details of how the Supplier will engage with the current AMEP Quality Assurance Supplier during the remainder of their Contract period, as part of an effective Transition Out and Transition In process;
- (c) a Personnel transition in strategy, including details of how the Supplier will engage and retain sufficient adequately skilled, experienced, qualified, cleared and authorised Personnel to perform the Services;
- (d) details of the training that will be delivered to Personnel during the Transition In Period, including in the use of the Supplier's and the Department's AMEP-related policies, procedures and ICT systems;

- (e) 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;
- (f) 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;
- (g) any proposed subcontracting arrangements;
- (h) details of the Supplier's proposed ICT arrangements, including information technology system/s and use of, and links with, the Department's IMS (see paragraph 3.8), from time to time;
- (i) records and information management, in accordance with applicable privacy and records management requirements;
- (j) details of how the Supplier will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Contract (including applicable security governance, information security, personnel security and physical security);
- (k) asset management (including ICT resources);
- (l) communications and stakeholder engagement to support delivery of the Services;
- (m) milestones for the approval by the Department of all plans and documents required in accordance with the Contract;
- (n) milestones required to be met for achievement of transition in of the Services;
- (o) details of the acceptance criteria for each of the milestones;
- (p) details of the responsibilities of the parties during the transition in period;
- (q) details of how the Supplier will establish robust managerial and administrative governance arrangements to deliver the Services, in order to comply with this Statement of Requirement;
- (r) details of any assumptions the Supplier's Transition In Plan is based on; and
- (s) details of key risks identified that could significantly limit the Supplier's ability to complete Transition In on schedule, together with information about mitigation strategies to address each risk.

3.29.3 The Supplier must provide their Transition In Plan in accordance with the timeframe set out at paragraph 3.13.1.

3.29.4 The Supplier 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.

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

3.29.6 The Department will issue the Supplier with a Certificate of Acceptance when the Department is satisfied that the Supplier:

- (a) has completed the requirements of their Approved final Transition In Plan(s); and
- (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 3.13.1.

3.30 Contract Transition Out

- 3.30.1 The Supplier 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 in paragraph 3.13.1.
- 3.30.2 The Transition Out Plan must detail tasks and activities that will be undertaken to disengage from the Services by the end of the Contract Term, or such other date agreed by the Department.
- 3.30.3 The Transition Out Plan must, at a minimum, include:
- (a) how the Supplier will effectively and efficiently disengage from the Services upon expiry or termination of the Draft Services Contract by the end of the Contract Term, or such other date agreed by the Department;
 - (b) detail all the tasks and activities that will be undertaken to disengage, including:
 - i. assets and learning resources (both digital and physical) used for the delivery of the Services;
 - ii. a comprehensive Personnel transition out strategy, including details of how the Supplier will disengage Personnel performing the Services;
 - iii. the support that will be delivered to Personnel during the transition out period, including suitable notice periods and career paths;
 - iv. how the Supplier will ensure continuity of the Services;
 - v. 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;
 - vi. 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;
 - vii. transition out of any subcontracting arrangements;
 - viii. 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;
 - ix. Records and information management, including strategies and processes for the collection and secure transfer of data and Client Files and other Commonwealth Material, to the Department or to a new Information Management System;
 - x. how the Supplier will maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Draft Services Contract (including applicable security governance, information security, personnel security and physical security);
 - xi. communications and stakeholder engagement to maintain delivery of the Services;
 - xii. milestones required to be met for achievement of transition out of the Services;
 - xiii. the responsibilities of the parties during the transition out period;

- xiv. how the Supplier 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;
- xv. any assumptions the Supplier's Transition Out Plan is based on;
- xvi. key risks identified that could significantly limit the Supplier's ability to complete Transition out on schedule, together with information about mitigation strategies to address each risk; and
- xvii. financial records and acquittals.

(c) details which describe:

- i. the Supplier's ability to work collaboratively with the Department and a new Supplier if there is a transfer of Services, ensuring service continuity;
- ii. how the Supplier will ensure that any Services to be provided under the Draft Services Contract will continue to be provided in accordance with the Draft Services Contract, or are appropriately transferred to the Department, or a new contractor (as required by the Department);
- iii. how the Supplier will ensure accurate and current AMEP information regarding transition out activities, changes and impacts;
- iv. how the Supplier 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;
- vi. the Supplier's responsibilities during the transition out period;
- vii. how the Supplier will work collaboratively with the Department and incoming Suppliers;
- viii. how the Supplier will ensure all Services are effectively and efficiently completed in accordance with the Draft Services Contract;
- ix. how the Supplier will manage subcontracting arrangements;
- x. how the Supplier will establish and maintain appropriate security processes and practices to protect and transfer Commonwealth information, including applicable privacy and records management requirements;
- xi. how the Supplier will manage financial records and acquittals;
- xii. how the Supplier will manage Personnel communication and arrangements; and
- xiii. how the Supplier will meet all other transition out requirements as notified by the Department

3.30.4 The Supplier 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.

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

3.30.6 The Transition Out Plan must include:

- (a) appropriate milestones for the accepting of, and timeframes for performing, all transition out activities; and

- (b) the Supplier's responsibilities during the transition out period.

3.31 Business Continuity

3.31.1 The Contractor must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out in paragraph 3.13.1 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).

3.31.2 The Business Continuity Plan should address the following:

- (a) describe the strategies and actions to ensure continuity of the goods and services when normal operations are disrupted or circumstances exist that may threaten the operation of the goods and services;
- (b) be consistent with and reflect the approved Risk Management and Fraud Control Plan;
- (c) include criteria for identifying and managing business continuity risks, including descriptions of likelihood and consequence criteria, and appropriate risk management criteria;
- (d) describe how business continuity issues will be reported internally and to the Department; and
- (e) describe the threshold for escalation and management of business continuity issues.

3.32 Work Health and Safety Plan

3.32.1 The Supplier must provide the Department with a Work Health and Safety (WHS) Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.

3.32.2 The WHS Plan should, at a minimum, address the following:

- (a) describe how the Supplier will comply with its WHS duties and obligations under the Contract and applicable legislation and any current industry standards and practice, including the *Work Health and Safety Act 2011 (Cth)* and the Work Health and Safety Regulations 2011 (Cth);
- (b) identify, prevent and manage the risk of work health and safety issues for the Supplier's Personnel in the performance of the Services;
- (c) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management Systems; and
- (d) include policies and procedures relating to:
 - (i) hazard control and risk management;
 - (ii) infection control, where appropriate;
 - (iii) occupational hygiene;
 - (iv) physical and psychosocial 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.

3.32.3 The Supplier must

- (a) regularly review and update the WHS Plan throughout the term of the Contract 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.

3.33 Risk Management and Fraud Control Plan

3.33.1 The Supplier must provide and manage the Risk Management and Fraud Control Plan in order to manage risks effectively, and take a systematic and stringent approach to the prevention and detection of fraud to achieve outcomes.

3.33.2 Effective risk management requires the Supplier and the Department to understand the nature of the risks and to systematically identify, assess, treat, monitor and review those risks. The Supplier must ensure that risk and fraud identification, assessment, and prevention are embedded into processes at all levels.

3.33.3 The Supplier is required to provide the Department with a Risk Management and Fraud Control Plan for approval in accordance with the timeframe set out in paragraph 3.13.1.

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

- (a) how the Supplier will identify, seek to prevent and manage risks, including fraud, in relation to the Services;
- (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, including fraud, will be reported internally and to the Department; and
- (f) the thresholds for escalation and management of risks.

3.33.5 The Supplier must:

- (a) incorporate or otherwise address any comments or feedback from the Department on the Risk Management and Fraud Control Plan, and Risk Register;
- (b) comply with and implement the approved Risk Management and Fraud Control Plan, and Risk Register, during the Contract Term;
- (c) perform its obligations under the Draft Services Contract in a manner that facilitates identification, control, management and mitigation of the risks in connection with the

Contract, whether or not a risk is identified in the approved Risk Management and Fraud Control Plan, and Risk Register;

- (d) provide the Department with information and documents in relation to the Risk Management and Fraud Control Plan, and Risk Register, promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management and Fraud Control Plan, and Risk Register, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management and Fraud Control Plan, and Risk Register, throughout the Contract Term in accordance with the Draft Services Contract, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

3.34 Human Resource Management Plan

3.34.1 The Supplier must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out in paragraph 3.13.1.

3.34.2 The Human Resource Management Plan must, at a minimum:

- (a) include induction and ongoing training programs for Personnel that is sufficiently tailored for the different roles and responsibilities;
- (b) comply with the requirements of the Draft Services Contract, including this Statement of Requirement and all Contract standards, including the *APS Code of Conduct*;
- (c) describe the Supplier'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 Supplier, 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.

3.34.3 The Supplier must ensure that the key positions are occupied at all times.

3.34.4 The Supplier must advise of changes to key positions within five (5) working days of the earlier of:

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

3.35 Contract Communications Plan

3.35.1 The Supplier 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 Supplier, including the notification, management and closure of issues and complaints, in accordance with the timeframe set out in paragraph 3.13.1.

3.35.2 The Contract Communications Plan must, at a minimum:

- (a) set out the standards and qualities the Supplier expects of Personnel when interacting and dealing with the Department and AMEP Service Providers;

- (b) outline how the Supplier will implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Suppliers;
- (c) outline how the Supplier will be responsive to requests from the Department;
- (d) describe how general business enquiries will be managed; and
- (e) 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.