



**Australian Government**

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**Department of Home Affairs**

**ABN:33 380 054 835**

**REQUEST FOR TENDER (RFT)**

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

**HOMEAFFAIRS/2167/RFT**

**ATTACHMENT A: STATEMENT OF REQUIREMENT**

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## PART 1 – OVERVIEW OF THE REQUIREMENT

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### 1. SECTION 1: OVERVIEW OF ADULT MIGRANT ENGLISH PROGRAM (AMEP) ACADEMY SERVICES

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#### 1.1 Background Information

- 1.1.1 On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs (the Department), was formally established.
- 1.1.2 The Home Affairs Portfolio brings together 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](http://www.homeaffairs.gov.au).
- 1.1.5 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.
- 1.1.6 To ensure that AMEP 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 providers<sup>1</sup> to deliver:
- (a) The AMEP Academy; and
  - (b) AMEP Quality Assurance Services - to monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance (engaged under HOMEAFFAIRS/2166/RFT).

#### 1.2 Adult Migrant English Program Overview

- 1.2.1 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. Participation in the AMEP is voluntary.
- 1.2.2 The AMEP General Service is delivered flexibly by contractors to respond to the individual learning goals and circumstances of Clients, including Clients who have limited or no history of formal classroom tuition, have no or low literacy in their home language/s, have experienced pre-migration trauma, and those who live in remote and regional Australia.
- 1.2.3 The AMEP is 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.

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<sup>1</sup> See Part 1 RFT Details – RFT Terms and Conditions

1.2.4 AMEP Client statistics are presented in Appendix 2 to provide 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
  1. holds a permanent visa; or
  2. holds a temporary visa of a class specified in a legislative instrument made by the Minister; or
  3. previously held a permanent entry permit or a permanent visa and has become an Australian citizen; or
  4. is aged under 18 years and has at least one parent who has held or holds a permanent entry permit or permanent visa; and
- ii. does not have [Vocational English \(note: the Immigration \(Education\) \(Standards for Vocational English\) Instrument](#) will be updated to recognise at least [EAL Framework](#) (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026); and
- iii. is not ineligible under section 4C or 4D.

(b) the Minister may, by legislative instrument, make a determination specifying a class of [temporary visa](#) for the purposes of subparagraph (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 1958](#) 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.
- 1.3.9 Sections 5 – 8 of the [Immigration \(Education\) Act 1971](#) relate to the provision of teaching and learning materials, training courses for teachers, and the conduct of research projects:
- (a) Section 5: Provision of teaching and learning materials.
    - i. The Minister may arrange for the purchase or production of, and the distribution of, teaching and learning materials for use in approved courses.
  - (b) Section 7: Training courses for teachers.
    - i. The Minister may arrange for the provision of training courses for teachers who are engaged, or intend to engage, in giving approved courses.
    - ii. Where a teacher attending a training course referred to in subsection (1) is paid salary by his or her employer for the whole or a part of the period of his or her attendance, the Minister may authorize the payment to the employer of the whole or a part of the cost of the salary so paid.
    - iii. In this section: *employer* includes the Government of a State or Territory. *Salary* includes an allowance in the nature of a travelling allowance.
  - (c) Section 8: Research projects.
    - i. The Minister may arrange for the conduct of research projects designed to improve the form or content of approved courses.

#### 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.
- 1.4.2 The new AMEP business model will also introduce the [EAL Framework](#) as the national curriculum (refer **Attachment F – Glossary** for more detailed information). This will provide national consistency for AMEP delivery and the opportunity to develop teaching and learning resources that can be shared across providers.
- 1.4.3 The new AMEP business model includes the establishment of AMEP Quality Assurance Services (HOMEAFFAIRS/2166/RFT).

1.4.4 The nominated third party AMEP Quality Assurance Services provider will monitor and assess AMEP Service Provider contract and financial compliance, quality of program delivery and performance.

1.4.5 The Australian Government continues to further improve English language, employment and settlement outcomes for Clients. Further details about the AMEP, the legislative reforms and consultations undertaken are at <https://immi.homeaffairs.gov.au/settling-in-australia/amep/about-the-program>

## **1.5 The AMEP Academy**

1.5.1 The Department is committed to strengthening and maintaining the AMEP's position as the world leading program of its kind. To succeed in this commitment, the Department seeks to engage a Supplier to deliver innovative, practical and tailored services through the AMEP Academy.

1.5.2 The AMEP Academy will deliver annual professional learning for AMEP Teachers and continue the development of high quality teaching, learning and assessment resources for AMEP Teachers and Clients. The AMEP Academy will also undertake research to inform innovation and implementation of best practice and be a central repository of advice for the Department to draw upon. The AMEP Academy will enable strong knowledge sharing capabilities by delivering fit for purpose online resources for the AMEP.

## **1.6 AMEP Performance Management Framework**

1.6.1 The Australian Government is committed to providing Clients with high quality English language training under the AMEP.

1.6.2 Under the General Services Agreements (engaged under HOMEAFFAIRS/2165/RFT), the AMEP Performance Management Framework (the Framework) will be established.

1.6.3 The Framework will be administered by the Department, the nominated third party Quality Assurance Provider and/or an external auditor.

1.6.4 The Framework will be underpinned by the AMEP Quality Guidelines and Standards (the AMEP Standards).

1.6.5 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**

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### **2.1 Overview of the Requirement**

2.1.1 The Department seeks to engage a suitably qualified Supplier to deliver the AMEP Academy Services (the AMEP Academy), as specified in this Statement of Requirement.

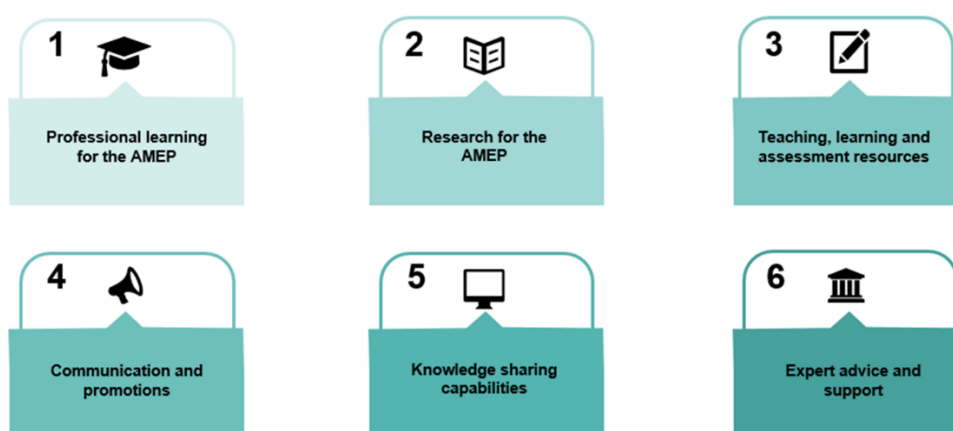
2.1.2 The Services must be provided by the Supplier as specified in this Statement of Requirement, including but not limited to:

- (a) the AMEP Academy, consisting of six key deliverables brought together in an AMEP Academy Annual Plan (paragraph 3.2) which sets out details of activities, scheduling

and indicative costs. Each deliverable contributes an additional layer to safeguard the high quality teaching efforts to support AMEP Clients:

- i. professional learning for the AMEP in accordance with paragraph 3.3.
- ii. research for the AMEP in accordance with paragraph 3.4.
- iii. teaching, learning and assessment resources in accordance with paragraph 3.5.
- iv. communication and promotions in accordance with paragraph 3.6.
- v. knowledge sharing capabilities in accordance with paragraph 3.7.
- vi. expert advice and support in accordance with paragraph 3.8.

## AMEP Academy – Deliverables



- (b) stakeholder engagement in accordance with paragraph 3.9, including working cooperatively with AMEP Service Providers, developing and maintaining a productive working relationship with the AMEP Quality Assurance Services provider, and developing relationships and effective communication channels and networks with a range of other relevant stakeholders.
- (c) contract management, meetings, stakeholder relationships and general administrative requirements in accordance with paragraphs 3.11, 3.12, 3.13, 3.14 and 3.15, including fulfilment of all meeting and reporting requirements.
- (d) Additional Services in accordance with paragraph 3.16, 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.
- (e) AMEP Innovate in accordance with paragraph 3.17, including, at the invitation and approval of the Department, piloting initiatives and projects to enhance Client English language, settlement and employment outcomes.
- (f) planning and program implementation in accordance with paragraph 3.18, including developing, adhering to and the regular updating of a suite of plans and documents in relation to the provision of the Services.
- (g) security requirements in accordance with paragraph 3.20, including protecting all information that is created, stored, processed or transmitted to ensure its confidentiality, integrity, and availability.



- (h) Web Content Accessibility, in accordance with paragraph 3.23 including complying with the Web Accessibility National Transition Strategy, and all products, services and outputs conforming to WCAG 2.2.
- (i) records management and access to records in accordance with paragraphs 3.24 to 3.25 including meeting obligations and complying with relevant legislation.
- (j) business quality assurance in accordance with paragraph 3.27, 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 to 31 December 2025.
- (d) Full Service Delivery - from 1 January 2026.

## **3. DETAILED DESCRIPTION OF SERVICES**

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### **3.1 Nature and Scope of the Requirement**

3.1.1 The Supplier must deliver the AMEP Academy in accordance with this Statement of Requirement.

### **3.2 AMEP Academy Annual Plan**

3.2.1 The Supplier must provide the Department with an AMEP Academy Annual Plan for approval in accordance with the timeframe set out at paragraph 3.11.1. The Supplier must propose to the Department the manner in which the Services outlined in the AMEP Academy Annual Plan will be delivered.

3.2.2 The AMEP Academy Annual Plan must include the following content, at a minimum:

- (a) The AMEP Professional Learning Program (refer paragraph 3.3);
- (b) The AMEP Research Program (refer paragraph 3.4);
- (c) The AMEP Teaching, Learning and Assessment Resources Program (refer paragraph 3.5);
- (d) The Communication and Promotions Program (refer paragraph 3.6);
- (e) Annual Key Meeting Schedule (includes CoP, ATB National Working Group, Professional Learning Sessions); and
- (f) Annual Key Milestones Delivery Schedule for each key deliverable (refer paragraph 2.1.2).

3.2.3 The Supplier must develop the template for the AMEP Academy Annual Plan and work with the Department to ensure the Department approves the AMEP Academy Annual Plan template. The AMEP Academy Annual Plan template must include conditions and requirements for each Deliverable to enable reporting against the Key Performance Indicators at paragraph 3.15. The Department may require the Supplier to vary the template from time to time. The Supplier must provide updated versions of the template as when required by the Department at no additional cost.

### **3.3 Professional Learning for the AMEP**

- 3.3.1 The Supplier will be required to deliver Professional Learning for the AMEP. This will include the design and delivery of the AMEP Professional Learning Program for AMEP practitioners.
- 3.3.2 The Supplier will be required to design and develop the annual AMEP Professional Learning Program, for approval by the Department as part of the AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the AMEP Professional Learning Program in accordance with the approved AMEP Academy Annual Plan.
- 3.3.3 The Supplier must include in the AMEP Academy Annual Plan a clear schedule with indicative dates and milestones for delivery of each component of the AMEP Professional Learning Program.
- 3.3.4 The Supplier must deliver an AMEP Professional Learning Program that includes:
- (a) Professional Learning Sessions.
    - i. The Professional Learning Sessions must include workshops and seminars, and may include an annual conference, cover a range of topical subjects and should be responsive to the needs of AMEP Teachers, other relevant Personnel, and their AMEP learners. Professional Learning Sessions must bring their audiences innovative and current ideas, approaches and topics in TESOL pedagogy or related areas that underpin best-practice tuition and strong learner participation and outcomes. Professional Learning Sessions must be accessible for all AMEP Teachers and be delivered for participants in a collaborative and interactive manner.
    - ii. The Supplier will develop, organise and deliver Professional Learning Sessions using appropriate online technology to maximise accessibility, engagement and participation.
    - iii. The Professional Learning Sessions to be delivered by the Supplier must include academic, specialist and AMEP Teacher-led components.
    - iv. Participant feedback must be collected via an evaluation form or equivalent and a summary of the feedback reported to the Department in the AMEP Academy Quarterly and Annual Reports.
    - v. Professional Learning Sessions must be scheduled at least 30 business days, in advance of delivery, to enable AMEP Teachers and other relevant Personnel to participate.
  - (b) Administration and coordination of Communities of Practice (CoP) for AMEP practitioners.
    - i. The Supplier must manage and co-ordinate CoP arrangements for the AMEP, comprising a National CoP and topic-specific CoP.
    - ii. The CoP are a network of AMEP Teachers and other relevant Personnel who come together, virtually, on an ongoing basis, to share or deepen their knowledge on a pedagogical topic of concern or interest relevant to the AMEP. The CoP are an opportunity for AMEP Teachers and other relevant Personnel to exchange ideas, share best practice, new approaches and resources.
    - iii. The National CoP is comprised of a number of topic-specific CoP. Each topic-specific CoP is led by an AMEP Service Provider, with administrative support to

be provided by the AMEP Academy Supplier. Currently there are eight (8) topic specific CoP. A table of the current CoPs and their scope is at Appendix 3.

- iv. The CoP structure and topic coverage must be detailed in the AMEP Academy Annual Plan and must be reviewed annually to ensure it remains relevant to the AMEP.
  - v. From time to time, professional stakeholders/subject matter experts may be brought in to lead and conduct specific CoP (both National and topic specific), and the Supplier will be expected to continue to coordinate administration and delivery of the CoP.
  - vi. The Supplier must provide secretariat services for each of the CoP (National and topic specific), and must provide a copy of all CoP meeting minutes to the Department in accordance with the timeframes outlined in paragraph 3.11.1.
  - vii. The Supplier must upload CoP presentations to the AMEP's online platforms, including but not limited to the AMEP Virtual Hub (refer Appendix 4), as appropriate.
  - viii. Key highlights, including a high level summary of the CoP activities and outcomes, must be included in the AMEP Academy Quarterly Report, to be provided in accordance with the timeframes outlined in paragraph 3.11.1.
  - ix. An update on the CoP and a summary of CoP outcomes must be included in the AMEP Academy Annual Report, to be provided in accordance with the timeframes outlined in paragraph 3.11.1.
- (c) Develop and manage professional learning materials and resources. In developing professional learning materials and resources or updating existing materials and resources, the Supplier must:
- i. Ensure that the resources align to the national curriculum, the EAL Framework and current TESOL pedagogy as appropriate.
  - ii. Ensure that professional learning materials are of the highest quality and appropriately pitched, authentic, innovative and engaging.
  - iii. Design resources to suit different modes of learning and the needs of different learner cohorts as required, for example E-learning or printable materials.
  - iv. Upload new resources to the AMEP's online platforms (refer paragraph 3.7), including but not limited to AMEPOnline, ATB or the AMEP Virtual Hub, as appropriate.

### 3.3.5 The AMEP Professional Learning Program must be:

- (a) purposeful - The capability need is identified and informs the learning solution. The program must be developed to respond to identified capability needs of the AMEP, designed to support AMEP tuition delivery and positively impact Client learning and outcomes, support work performance and the outcomes must be measured.
- (b) tailored and User-centric - Design is inclusive, relevant and supports continuous learning. The learning experience utilises the most relevant, flexible, targeted and accessible best practice learning methods (work, people, courses, resources).
- (c) adaptable - Design can be shared, scaled up and leverage technology to create efficiencies. The learning experience can be shared, repurposed or scaled for greater efficiency in learning investment across the AMEP.

(d) impactful - Design incorporates a mix of innovative and engaging learning methods. The future effect of good design should result in individual Client and AMEP outcomes.

3.3.6 The Supplier must Report on the delivery of the AMEP Professional Learning Program, including updating progress and outcomes of each of the planned deliverables in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

### **3.4 Research for the AMEP**

3.4.1 The Supplier must undertake, identify, and deliver research activities, as required.

3.4.2 The Supplier will be required to develop an annual AMEP Research Program, for approval by the Department as part of the AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and then deliver the AMEP Research Program in accordance with the approved AMEP Academy Annual Plan.

3.4.3 The AMEP Research Program will be informed by an indicative research budget, which will be provided by the Department in mid May each year.

3.4.4 The AMEP Research Program must include:

(a) design, conduct and manage AMEP Teacher surveys on events (eg workshops, CoP and conferences) and resources, in order to gather feedback and enable reporting to the Department on aspects such as outcomes, satisfaction and suggested improvements;

(b) design, conduct and manage AMEP Client satisfaction surveys;

(c) design, conduct and manage other research projects, activities and analysis;

(d) design, conduct and manage longitudinal studies;

(e) key milestones, methodologies, indicative hours, costs and timelines for delivery; and

(f) a distinct research program for the year ahead and an indicative forward plan covering the Contract Period, including total approximate costs for each research project.

3.4.5 In the design, development and delivery of the Annual AMEP Research Program, the Supplier must:

(a) consider both basic and applied research on adult TESOL issues meaningful to the AMEP context, using appropriate methodologies;

(b) consider key research findings, and survey outcomes, to identify priority areas for AMEP Teacher and other relevant Personnel professional learning (refer to paragraph 3.3.1) and inform the focus for the development of AMEP teaching, learning and assessment resources, enabling continuous improvement in AMEP delivery;

(c) identify priority AMEP research needs. Topics may be related to the AMEP Client cohort and outcomes, curriculum, TESOL pedagogy and practice in the AMEP context, review of international TESOL programs or practice, or other; and

(d) consult with the Department and key AMEP stakeholders.

3.4.6 The Department may initiate research projects, in consultation with the Supplier, and request amendment to the Annual AMEP Research Program and AMEP Academy Annual Plan. The Supplier must include the requested research projects, and associated Milestones, and resubmit the Annual AMEP Research Program and AMEP Academy Annual Plan for Departmental approval.

- 3.4.7 Each research Project, including surveys, studies, projects and activities, as detailed in paragraph 3.4.4, will require the delivery of an individual Final Outcomes Report, which must be included as a Milestone within the annual AMEP Research Program.
- 3.4.8 The Supplier must undertake all research deliverables using appropriate methodologies, and appropriately qualified personnel. The Department expects all research deliverables to reflect best practice in design and presentation to meet the needs of the key audience/s, and the Department.
- 3.4.9 The Supplier must ensure all survey questions are approved by the Department at least ten (10) business days, prior to requests for survey responses.
- 3.4.10 The Supplier must report to the Department on the delivery and progress of the AMEP Research Program and associated Milestones, within the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

### **3.5 Teaching, Learning and Assessment Resources**

- 3.5.1 The Supplier must deliver Teaching, Learning and Assessment Resources. This includes the design and delivery of targeted and practical Teaching, Learning and Assessment Resources that are specific to the complex needs of the AMEP Client cohort and informed by TESOL expertise.
- 3.5.2 The Supplier must design and develop an annual AMEP Teaching, Learning and Assessment Resources Program, as part of AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the Practical Teaching, Learning and Assessment Resources Program in accordance with the approved AMEP Academy Annual Plan.
- 3.5.3 The Supplier must:
- (a) design, deliver and maintain new and existing teaching, learning and assessment resources and e-learning materials.
  - (b) review and update the current Initial Assessment (IA) Kit during the partial Service delivery period, in consultation with the Department, AMEP Service Providers, and the Department's nominated third party AMEP Quality Assurance Provider.
    - (i) The IA Kit must enable AMEP Service Providers, once the Client Registration process is complete, to:
      1. Conduct an Initial Assessment against the EAL Framework to determine the Potential Client's level of English proficiency and therefore eligibility for the AMEP, as defined in the *Immigration (Education) (Standards for Vocational English) Instrument (LIN 21/012) 2021* (note this Instrument will be updated to recognise at least EAL Framework (Access) Certificate III as Vocational English for AMEP purposes from 1 January 2026).
      2. assess each Potential Client's English proficiency against the four (4) language skills of speaking, listening, reading and writing.
      3. identify clients who are ineligible for the AMEP, namely where a Potential Client is deemed to be capable of being placed in 22641VIC Certificate IV in EAL (Access), this is indicative that the Potential Client has Vocational English.

- (ii) The Supplier must, from time to time, and if requested by the Department, review and update the initial Assessment kit, and in accordance with the timeframes set by the Department.
  - (c) Manage the Assessment Task Bank (ATB), which is a collection of validated assessment tasks available for AMEP Teachers and other relevant Personnel. The ATB is currently housed on the AMEP Virtual Hub (refer paragraph 3.7 and Appendix 4) and the tasks are freely available to all users. Management of the ATB includes, but is not limited to:
    - (i) review and update of current ATB content during the partial Service delivery period, in consultation with the Department.
    - (ii) overseeing ongoing review and evaluation, with the Teaching and Assessment National Working Group, of scope, range and appropriateness of ATB assessments according to curricula and learner cohort needs and to inform new task development.
    - (iii) sourcing, validating and publishing new Assessment Tasks to the ATB. Assessment Tasks will be developed by AMEP Service Providers and validated by the Teaching and Assessment National Working Group. The Supplier must publish a minimum of five (5) new validated assessment tasks per month.
    - (iv) management and maintenance of the secure ATB, as part of the new AMEP Academy website (refer paragraph 3.7).
    - (v) promoting the ATB to AMEP Service Providers, AMEP Teachers and provide details, on the proposed promotional services to be performed, including key dates for proposed activities, in the AMEP Academy Annual Plan.
    - (vi) organising, administering, facilitating and manage the AMEP Teaching and Assessment National Working Group which validates ATB assessment tasks and develops teaching resources, and includes monthly meetings and an annual workshop. This includes, but is not limited to:
      - 1. sourcing Assessment Tasks from AMEP Service Providers;
      - 2. validating new Assessment Tasks to be published on the ATB; and
      - 3. revising and update existing Assessment Tasks as required.
      - 4. organising and facilitating the monthly meetings and annual workshop virtually. The annual workshop should provide members with at least two (2) months' notice for the date and location. Monthly meetings should provide members with at least one (1) month notice. An indicative schedule must be included as part of the AMEP Academy Annual Plan.
      - 5. provide secretariat services, and ensure Minutes from the AMEP Teaching and Assessment National Working Group meetings are delivered to the Department in a timely manner.
- 3.5.4 The Supplier must develop and deliver resources, as required. In developing teaching, learning and assessment resources or updating existing materials, all resources must:
- (a) Align to the national curriculum, the current EAL Framework and current TESOL pedagogy as appropriate.
  - (b) Are meaningful and practical, of the highest quality and appropriately pitched, authentic, innovative and engaging for intended users.

- (c) Suit the needs of different learner cohorts and different modes of learning as required, for example E-learning or printable materials.
  - (d) Be uploaded to the AMEP's online platforms, as appropriate (refer paragraph 3.7).
- 3.5.5 The Supplier must report on the delivery, progress and outcomes of each of the planned deliverables in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

### **3.6 Communication and Promotions**

- 3.6.1 The Supplier must deliver communication and promotions. This includes, but is not limited to engaging with stakeholders to design, review, update and deliver communication products, undertaking promotions activities relating to the Academy's work and engaging with stakeholders to extend the reach and accessibility of the AMEP's professional learning, research, resources, online platforms and related activities.
- 3.6.2 Specific deliverables will include:
- (a) AMEP Academy branding that is modern and appropriate for the Department and key stakeholders and consistent with existing AMEP branding.
  - (b) monthly newsletter to AMEP Service Providers and AMEP Teachers and other relevant Personnel showcasing existing, new and upcoming AMEP Academy resources and activities.
  - (c) information products, including infographics and brochures to support AMEP Academy deliverables, produced and released in accordance with timeframes agreed with the Department.
  - (d) Promotion of the resources available on the AMEP Virtual Hub and AMEPOnline (website and App) to AMEP Service Providers, AMEP practitioners and users to increase reach and usage for the target audience.
- 3.6.3 All AMEP Academy communication and promotions products and activities must be approved by the Department prior to dissemination to stakeholders.
- 3.6.4 The Supplier must detail the design, development and proposed delivery of the AMEP Academy Communication and Promotions Program in the AMEP Academy Annual Plan.
- 3.6.5 The Supplier must annually evaluate the impact of the Communication and Promotions activity.
- 3.6.6 The progress of each of the planned deliverables and impact evaluation will be reported to the Department in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

### **3.7 Knowledge Sharing Capabilities**

- 3.7.1 The Supplier must deliver strong knowledge sharing capabilities through existing, and future enhanced, online platforms, to extend the reach and accessibility of AMEP professional learning, research, resources for AMEP Clients and AMEP Teachers and other relevant Personnel.
- 3.7.2 These platforms include the existing AMEPOnline website, the planned AMEPOnline App, and the existing AMEP Virtual Hub. Further detail on the coverage, audience, current state and specifications of each of these platforms is at Appendix 4.
- 3.7.3 To be clear, the scope of the Knowledge Sharing Capability comprises work during the partial Service delivery period to review the suitability of current platform settings, and to propose and implement agreed changes, and to then, from the full Service delivery date, to host and manage the enhanced platforms.

3.7.4 The Supplier must deliver the following:

- (a) conduct a service design and delivery process during the partial Service delivery period to:
  - (i) review the mode of access for the existing AMEPOnline website (i.e. platform, technical specifications and user access), provide the Department with options for an enhanced platform and implement changes as agreed. This review will not include the content hosted on the AMEPOnline website.
  - (ii) review the structure of the existing AMEP Virtual Hub repository, including how content is managed and accessed, provide the Department with options for a redesigned website platform, to be renamed the AMEP Academy website, and implement new arrangements, by 1 January 2026, as agreed. This review must include the content hosted on the AMEP Virtual Hub to enable the transformation into the AMEP Academy website, allowing for improved user experience and comprehensive coverage of all the deliverables under this AMEP Academy Request for Tender.
  - (iii) examine the potential for efficiencies across the two abovementioned platforms (i.e. the AMEP Virtual Hub and the AMEPOnline website). The Supplier will provide the Department with options for an enhanced approach and implement new arrangements as agreed.
- (b) deliver ongoing ICT arrangements from the full Service delivery date, including:
  - (i) host and manage the AMEPOnline website.
  - (ii) host and manage a new AMEPOnline mobile application (App).

**(The Supplier should note that this App has not yet been developed. The App will be designed and implemented during 2025 under the current AMEP contract.)**

- (iii) host and manage the future AMEP Academy website.

3.7.5 The Supplier must ensure, as part of the service design and delivery process, that the AMEPOnline and the new AMEP Academy websites provide value for money and meet the needs of all users.

3.7.6 As part of the ongoing hosting and management of the platforms, this includes the AMEPOnline website, the AMEPOnline App and the AMEP Virtual Hub website (future AMEP Academy website), the Supplier must deliver the following, noting these requirements may be refined throughout the Transition-In period:

- (a) develop and maintain functionality;
- (b) upload new products and e-learning content as required (refer also paragraph 3.5), Teaching, Learning and Assessment Resources, which covers any activity to develop, produce, review and update products and materials);
- (c) actively manage and review user access;
- (d) provide technical support and helpdesk services in accordance with established service level standards; and
- (e) maintain accurate and transparent statistical user analytics, to be provided in the AMEP Academy Quarterly and Annual Reports and upon the request of the Department.



- 3.7.7 In particular, the Supplier must provide helpdesk services for AMEP Service Providers, AMEP Teachers and other relevant practitioners and Department personnel in accessing the AMEP Virtual Hub. You must provide a helpdesk service during business hours (Eastern Standard Time) to provide technical support for users of the secure AMEP Virtual Hub website. The helpdesk service must be able to assist AMEP Virtual Hub users, either over the phone or online, with at a minimum of:
- (a) new access requests.
  - (b) technical issues relating to the use of the site.
  - (c) enquires about existing assessment tasks.
- 3.7.8 The Supplier must comply with Commonwealth ICT guidelines (refer paragraphs 3.20 and 3.23). The Supplier must provide a copy of its ICT policies to the Department, in accordance with the timeframes at paragraph 3.11.1.
- 3.7.9 The Supplier must outline the key Deliverables and Milestones for Knowledge Sharing Capabilities as part of AMEP Academy Annual Plan, in accordance with the timeframes at paragraph 3.11.1, and deliver the Knowledge Sharing Capabilities in accordance with the approved AMEP Academy Annual Plan.
- 3.7.10 The Supplier must report on the progress, delivery, usage statistics and outcomes of Knowledge Sharing Capabilities in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.

### **3.8 Expert Advice and Support**

- 3.8.1 The Supplier must provide expert advice and support to the Department on matters related to professional learning and teaching, and client learning in the AMEP, including:
- (a) the adult Teaching English to Speakers of Other Languages (TESOL) sector, especially for adult migrant learners;
  - (b) teacher qualifications and equivalents;
  - (c) national curriculum and accredited curricula; and
  - (d) standards for Registered Training Organisations (RTOs), or equivalent (state and national).
- 3.8.2 The expert advice and support to the Department provided by the Supplier must:
- (a) address the issues or questions posed;
  - (b) take account of all the relevant facts;
  - (c) be timely;
  - (d) reflect adequate consultation;
  - (e) include evidence of research conducted and analysis of findings; and
  - (f) include realistic, achievable recommendations.
- 3.8.3 The Supplier must provide a summary of the key advices provided to the Department in the AMEP Academy Quarterly Reports and the AMEP Academy Annual Report.
- 3.8.4 The Supplier must manage the delivery of the annual AMEP Service Provider Conference. The conference is an annual, face to face event to foster information sharing and collaboration amongst AMEP Service Providers, provide a forum for the Department to deliver key messages, and encourage stronger linkages and engagement across settlement services within the Department and in the broader settlement sector. The AMEP Service Provider Conference is attended by:

- (a) representatives from each AMEP Service Provider. AMEP Service Providers must send at least one (1) and if required two (2) Personnel. The AMEP Quality Assurance Provider is also required to attend;
- (b) the relevant Australian Government Minister for settlement services and senior Departmental staff are generally invited to attend; and
- (c) other Personnel, as agreed with the Department.

3.8.5 The AMEP Service Provider Conference is up to two days in length and the Supplier must:

- (a) develop, in consultation with the Department, a detailed project plan and timeline, including regular meetings with the Department;
- (b) determine, in consultation with the Department, the date, location, venue, and objective for the conference;
- (c) develop an indicative budget for the conference, outlining all potential expenses such as venue, facilitator, speakers (including travel), catering, and materials, for the Department's approval.

**[The Supplier should note that the indicative budget must include Pass Through Costs (for example venue hire, catering, facilitation, Key Note speakers), to be determined in consultation with the Department. Reimbursement will be based on submission of approved invoices];**

- (d) develop, in consultation with the Department, and manage delivery of, a program for the conference, ensuring that content aligns with the conference objectives, to be determined with the Department as part of the detailed project plan. The program must include, but not be limited to, details of the agenda, facilitator, keynote speakers, workshops and breakout sessions;
- (e) undertake, in consultation with the Department, promotion and communications activity with AMEP Service Providers in relation to the conference;
- (f) ensure any components, including for example conference presentations, are approved by the Department in its absolute discretion, prior to the conference;
- (g) manage, for the Department's approval, relevant contingent liability and indemnity matters;
- (h) manage registration and attendance details in the lead-up to and during the conference;
- (i) manage all logistics and operations, such as organising catering, materials and audio-visual equipment in the lead-up to, during and post the conference; and
- (j) undertake post-conference evaluation, including gathering feedback from participants to assess the impact of the conference and identify areas for improvement.

3.8.6 The Supplier must provide a detailed post-conference report to the Department, including a financial summary and conference lessons learnt and an executive summary about the conference in the AMEP Academy Annual Report.

### **3.9 Stakeholder relationships**

3.9.1 In order to deliver the AMEP Academy activities, the Supplier warrants that it will work cooperatively with AMEP Service Providers.

3.9.2 As detailed in paragraph 1.1.6, a Third Party provider will be engaged by the Department to deliver the AMEP Quality Assurance services (HOMEAFFAIRS/2166/RFT).

- 3.9.3 The Supplier must establish and maintain a productive strong working relationship with the Quality Assurance Supplier.
- 3.9.4 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 the AMEP Quality Assurance Supplier to performance trends and systemic issues;
  - (b) ensuring that professional learning for AMEP Teachers and the development of Teaching, Learning and Assessment Resources is informed by quality assurance findings from the AMEP Quality Assurance Supplier and the Department;
  - (c) include the AMEP Quality Assurance Supplier in reviews of the Initial Assessment Kit; and
  - (d) include the AMEP Quality Assurance Supplier as an attendee for each annual AMEP Service Provider Conference.
- 3.9.5 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.

### **3.10 Required Skills or Knowledge**

- 3.10.1 The Supplier must be able to provide the AMEP Academy and related services.
- 3.10.2 Suppliers and Approved Sub-contractors must have experience and demonstrated knowledge across the broad majority of the below:
- (a) knowledge of the AMEP, its learning cohorts and their needs (or other adult EAL programs);
  - (b) understanding or experience of the VET and regulatory systems in which the AMEP operates;
  - (c) TESOL-qualified experts with demonstrated practice in the field, in particular in relation to the AMEP or other adult English language programs;
  - (d) expertise and experience in design and delivery of professional development programs in TESOL, EAL or affiliated field;
  - (e) curriculum expertise particularly in relation to the EAL Framework, TESOL, EAL learning or affiliated field;
  - (f) expertise and experience in the development of teaching and learning resources, including E-learning resources in the TESOL, EAL or affiliated field;
  - (g) experience in or access to expertise in e-learning instructional design particularly in relation to the development of online and interactive teaching and learning materials for adult EAL learning or related field;
  - (h) experience in the development and validation of assessment tasks;
  - (i) expertise in or access to expertise in digital user interface technology, including demonstrated capacity to host and manage Australian Government online platforms and resources, and provide user support; and
  - (j) research experience, and capacity to provide advice, develop proposals and undertake research projects using appropriate methodologies.
- 3.10.3 Knowledge or experience of working with Culturally and Linguistically Diverse (CALD) clients and vulnerable migrant cohorts is not required, but would be an advantage.

3.10.4 The Supplier must ensure that sufficient numbers of appropriately qualified and experienced personnel are employed to deliver the requirements.

3.10.5 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](#).

### 3.11 Deliverables

3.11.1 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	3.28 of SOR	Draft including detailed Project Timeline	Tender response	Monthly reporting during the transition-in period in accordance with the 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	3.34 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy 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 Contract Communication Plan	
Indigenous Participation Plan	Paragraph 44 of Part 2 – RFT Terms and Conditions - Indigenous Procurement Policy	Final	Tender response	As requested by the Department
Risk Management and Fraud	3.32 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan,

<b>Document Title</b>	<b>RFT Reference</b>	<b>Version</b>	<b>Delivery Schedule</b>	<b>Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)</b>
Control Plan and Risk Register		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	or as requested by the Department
Business Continuity Plan	3.30 of SOR	Draft	Within 30 Business Days of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, or as requested by the Department
		Final	A final version incorporating any changes requested by the Department within 30 Business Days following the provision of the draft Business Continuity Plan	
Human Resource Management Plan	3.33 of SOR	Draft	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy 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	3.31 of SOR	Draft	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy 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	
IT Policies, including Cyber Incident Response plan	3.7.8 and 3.20.5 of SOR	Final	Within two (2) months of the Full Service Delivery Commencement Date	An update annually as part of the AMEP Academy Annual Plan, 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)
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 Academy Annual Plan, or as requested by the Department
Indigenous Participation Plan Report	67.47 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 Annual Report.
<i>Workplace Gender Equality (WGE) Act 2012</i> letter of compliance	67.12 of the Draft Services Contract	Final	Within eighteen (18) months from the Full Service Delivery Commencement Date	Following the initial provision, an update annually as part of the Annual Report, or as requested by the Department.
Modern Slavery Risk Management Plan	67.38 of the Draft Services Contract	Final	Within one month of the Full Service Delivery Commencement Date	Within ten (10) Business days of a written request from the Department
Transition-Out Plan	3.29 of SOR	Draft	Within six (6) months of the Full Service Delivery Commencement Date	An update annually on the anniversary of the Full Service Delivery Commencement Date Monthly reporting during the transition-out period in accordance with the Contract Regular transition meetings with incoming QA Supplier and the Department
		Updated draft	An updated version incorporating any changes requested by the Department within 20 Business Days of the request	
		If a Termination Notice is issued under the Contract	Within one (1) month of the date on which notice is given	
		Final	Six (6) months before the End Date	
	3.2 of SOR	Draft	By 30 August 2025	The Supplier must engage with and work

<b>Document Title</b>	<b>RFT Reference</b>	<b>Version</b>	<b>Delivery Schedule</b>	<b>Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)</b>
AMEP Academy Annual Plan (Interim)		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	with the Department to ensure the Department approves the Interim AMEP Academy Annual Plan.
AMEP Academy Annual Plan	3.2 of SOR	Draft	30 June each year following the Full Service Delivery Commencement Date	The Supplier must engage with and work with the Department to ensure the Department approves the AMEP Academy Annual Plan.
		Final	A final version incorporating any changes requested by the Department within 15 Business Days following the provision of the draft Plan	
AMEP Academy Quarterly Reports	3.14.1 of SOR	Final	Within one (1) month of the end of each Quarter, following the Full Service Delivery Commencement Date:  Quarter end dates are: 31 March each year 30 September each year 31 December each year	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
AMEP Academy Annual Report	3.14.1 of SOR	Final	30 September 2026 and each year following the Full Service Delivery Commencement Date	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
CoP Minutes	3.3.4 of SOR	Final	With ten (10) business days of each individual CoP meeting.	As required
AMEP Teaching and Assessment National Working Group Minutes	3.5.2 of SOR	Final	With ten (10) business days of each individual ATB TWG meeting.	As required

Document Title	RFT Reference	Version	Delivery Schedule	Maintenance (i.e. frequency in which updates of the plan or report must be submitted to the Department)
Research Reports	3.4.10 of SOR	Draft	Within the bespoke timeframe agreed with the Department for each Report	The Supplier must engage with and work with the Department to ensure the Department accepts the Report.
		Final	Within the bespoke timeframe agreed with the Department for each Report	
Initial Assessment Kit	3.5.2 of SOR	Draft	By 28 October 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Initial Assessment Kit. An update annually with the delivery of the Annual Plan, or as requested by the Department
		Updated draft	An updated version incorporating any changes requested by the Department within fifteen (15) Business Days of the request	
		Final	Forty (40) Business Days before the Full Service Delivery Commencement Date	
		Maintain	As agree with the Department	
Review of the AMEPOnline website platform	3.7.3 of SOR	Review Report	By 31 August 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Review Report and Plan.
		Future service Design Report and Implementation Plan	By 30 October 2025	
		Implementation	At a date to be agreed with a the Department	
Review the AMEP Virtual Hub	3.7.3 of SOR	Review Report	Bu 14 August 2025	The Supplier must engage with and work with the Department to ensure the Department accepts the Review documents and Plan.
		Future service Design Report and Implementation Plan	By 30 September 2025	



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)
		Implementation	At a date to be agreed with a the Department	
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	3.14.6 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	67.47 and 67.48 of the Draft Services Contract	Final	Within five (5) Business Days after the end of the Contract Term.	Not applicable

### 3.12 Meetings

- 3.12.1 During the Term, 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 (6) 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.
- 3.12.2 In advance of meetings, the Department will outline when and where they are to be held, and who is required to attend.
- 3.12.3 The Supplier must meet its own travel and accommodation costs associated with attendance at meetings with the Department, if required.

3.12.4 Unless otherwise directed, the Department is responsible for taking minutes of the meetings referenced in paragraph 3.12.1 and will distribute copies of the meeting minutes to the Supplier's nominated Personnel for review.

***Other meetings***

3.12.5 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.

3.12.6 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.

3.12.7 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.

3.12.8 Unless otherwise directed, the Department is responsible for taking minutes of any such other meetings and will distribute to the Supplier for review.

3.12.9 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.

**3.13 Contract Relationship Management**

3.13.1 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.

3.13.2 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.

3.13.3 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.

**3.14 Contract Reporting Requirements**

3.14.1 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 3.11.1 for timeframes). These reports at a minimum include:

- (a) AMEP Academy Quarterly Reports – unless otherwise agreed in writing by the Department, AMEP Academy Quarterly Reports must be submitted to the Department in accordance with the timeframes outlined in paragraph 3.11.1. AMEP Academy Quarterly Reports must report against the relevant elements of the AMEP Academy Annual Plan, show progression against KPIs, detail progress against the AMEP Academy Annual Plan and identify emerging issues or risks.

- (b) AMEP Academy Annual Report – unless otherwise agreed in writing by the Department, AMEP Academy Annual Reports must be submitted in accordance with the timeframes outlined in paragraph 3.11.1. AMEP Academy Annual Report must:
    - i. report against the elements of the AMEP Academy Annual Plan.
    - ii. provide an update on progress and the outcomes of each of the AMEP Academy Programs, including:
      - 1. AMEP Professional Learning Program
      - 2. AMEP Research Program
      - 3. AMEP Teaching, Learning and Assessment Resources Program
      - 4. Communication and Promotions Program
    - iii. provide an update on the progress, delivery and outcomes of Knowledge Sharing Capabilities, including:
      - 1. ongoing hosting and management of the AMEPOnline website and app;
      - 2. ongoing hosting and management of the AMEP Virtual Hub website (future AMEP Academy website); and
      - 3. summary of statistical user analytics for each platform, including AMEPOnline website and app, and AMEP Virtual Hub.
    - iv. performance against AMEP Academy KPIs.
    - v. an overview of emerging issues.
    - vi. risks realised and mitigations.
    - vii. lessons learned and any suggested improvements to the delivery of the AMEP.
- 3.14.2 The Supplier must develop the reporting templates in consultation with the Department. The Department may require the Supplier to vary the templates from time to time.
- 3.14.3 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 KPIs;
  - (c) contact with Security Classified Material; and
  - (d) incidents (including but not limited to security and WHS).
- 3.14.4 Reports including, but not limited to the above, are to be provided on an as requested basis, at no additional cost to the Department.
- 3.14.5 The Supplier is required to maintain appropriate records (as defined in, and in accordance with, the Draft Services Contract) in respect of the information that is reported to the Department, and provide these records as and when requested by the Department.
- 3.14.6 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.

### 3.15 Performance Measurement

- 3.15.1 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.
- 3.15.2 The KPIs will form the basis for assessing performance. This may form part of any consideration of subsequent Contract extensions.
- 3.15.3 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 the **Draft Services Contract at Attachment E**).
- 3.15.4 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. Effectiveness 90 per cent of Milestones meet the conditions and requirements in the AMEP Academy Annual Plan.	Quarterly via the AMEP Academy Quarterly Report Yearly via the AMEP Academy Annual Report	The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.	<ul style="list-style-type: none"> <li>• AMEP Academy Annual Plan to include Conditions and Requirements.</li> <li>• Of the total number of delivered Milestones for each AMEP Academy program, the proportion that are accepted by the Department as meeting the Conditions and Requirements set out in the AMEP Academy Annual Plan.</li> </ul>
KPI 2. Service Quality An increase of at least 5 per cent each year in the number of AMEP Teachers and Personnel participating in AMEP Academy activities and using resources.	Quarterly via the AMEP Academy Quarterly Report Yearly via the AMEP Academy Annual Report	The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.	<ul style="list-style-type: none"> <li>• Numbers participating in professional learning sessions (workshops, seminars and conferences).</li> <li>• Numbers participating in CoPs.</li> <li>• ICT data on usage of professional learning materials.</li> <li>• Based on calculated change in these data sets over time.</li> </ul>
KPI 3. Timeliness 95 per cent of Annual Key Milestones are completed in accordance with the timeframes outlined in the approved AMEP Academy Annual Plan - Annual Key Milestones Delivery Schedule for each AMEP Academy Program	Quarterly via the AMEP Academy Quarterly Report Yearly via the AMEP Academy Annual Report	The Supplier is required to include data for this KPI in the AMEP Academy's Quarterly and Annual Reports.	<ul style="list-style-type: none"> <li>• On-time completion percentage of milestones outlined in the AMEP Academy Annual Plan – Annual Key Milestones Delivery Schedule.</li> <li>• Based on the difference between the date an AMEP Academy Program milestone is due, and the completion date for the AMEP Academy Program milestone.</li> </ul>

KPI	When will it be measured?	Who is responsible for measuring it?	How will it be measured?
KPI 4. Satisfaction 80 per cent stakeholder satisfaction rate.	Yearly via the AMEP Academy Annual Report	The Supplier is required to include data for this KPI in the AMEP Academy Annual Report.	<ul style="list-style-type: none"> <li>• Stakeholder satisfaction rates will be able to be calculated from data sets.</li> <li>• Stakeholder category A: AMEP Teachers and AMEP Service Providers. Key data sets include specific satisfaction views sought via regular surveys (feedback on: CoPs; Professional Learning Sessions; the annual AMEP Service Provider Conference, resources and AMEP Academy website).</li> <li>• Stakeholder category B: AMEP Clients. Key data set includes client feedback on AMEPOnline.</li> </ul>

### 3.16 Additional Services

3.16.1 The Department may, from time to time during the Contract Term, require Additional Services (clauses 9.10 and 9.11 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.

3.16.2 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 and 9.11 of the **Draft Services Contract at Attachment E** to provide for the Additional Services.

3.16.3 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.

3.16.4 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
- (d) according to any additional standards or KPIs specified in the variation; and
- (e) 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.

3.16.5 The Additional Services process set out here in paragraph 3.16 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.

### **3.17 AMEP Innovate**

3.17.1 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 3.16.

3.17.2 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.

3.17.3 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) exploring new teaching or delivery methods;
- (b) making better use of technology; and
- (c) special programs with targeted tuition and learning outcomes.

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

3.17.5 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.

3.17.6 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.

3.17.7 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.

3.17.8 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.

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

### **3.18 Planning and Program Implementation**

3.18.1 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:
  - i. specific requirements where appropriate; and
  - ii. overarching management principles.

3.18.2 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 3.11.1 - Deliverables) and comply with those plans and documents once they have been approved:

- (a) AMEP Academy 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; and
- (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 Security Incident Response Plan.

### **3.19 General administrative requirements**

3.19.1 The Supplier must comply with all processing, administrative and general procedural requirements specified in this Statement of Requirement, and the Contract.

### **3.20 Security Requirements**

3.20.1 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.

3.20.2 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.

3.20.3 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 Supplier 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 \(dta.gov.au\)](#)

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

3.20.5 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.

### 3.21 Licensing and Ownership of Intellectual Property

3.21.1 The Requirement is to be provided in compliance with clause 25 of the **Draft Services Contract at Attachment E**.

### 3.22 Compliance with other Commonwealth Policies

3.22.1 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.



Policy	Administered by	Issues to consider
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 <b>RFT terms and conditions</b> . 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.
Australian Government Policy on Open Source Software	Digital Transformation Agency	For software procurements, Tenderers will be required to demonstrate a willingness to actively consider open source software.
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"> <li>• web applications;</li> <li>• software as a service;</li> <li>• cloud solutions;</li> <li>• use of online social media services, tools or widgets; and</li> <li>• 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.</li> </ul> Consider including the clause below in the Statement of Work.
Digital Service Standard 2.0	Digital Transformation Agency	The successful supplier must meet the standards set by the Digital Service Standard. The Digital Service Standard establishes the requirements for designing and delivering digital government services. The Digital Service Standard puts people and business at the centre of government digital service delivery. It guides digital teams to create and maintain digital services that are user-friendly, inclusive, adaptable and measurable.
Digital Inclusion Standard	Digital Transformation Agency	The successful supplier must meet the standards set by the Digital Inclusion Standard. The Digital Inclusion Standard sets the requirements for inclusive and accessible digital government experiences.
Australian Government Information Security Manual (ISM)	Australian Signals Directorate (ASD)	ASD's ISM outlines a cyber security framework that an organisation can apply, using their risk management framework, to protect their information technology and operational technology systems, applications and data from cyber threats.

Policy	Administered by	Issues to consider
		<p>The successful supplier must consider the guidelines set by the ISM. The ISM recommends the use of Hypertext Transfer Protocol Secure (HTTPS) for web applications interactions.</p> <p>HTTPS is the Hypertext Transfer Protocol secured by Transport Layer Security (TLS) encryption. The use of HTTPS for web applications can assist in ensuring that interactions with web applications are confidential and that the integrity of such interactions are also maintained.</p> <p><i>Control: ISM-1552; Revision: 0; Updated: Oct-19; Applicability: All; Essential Eight: N/A</i></p> <p>All web application content is offered exclusively using HTTPS.</p>
Australia's Disability Strategy	Department of Social Services	<p>This is to assist Government agencies in meeting their obligations under the Disability Discrimination Act 1992. The purpose of the Strategy is to:</p> <ul style="list-style-type: none"> <li>• provide national leadership towards greater inclusion of people with disability;</li> <li>• guide activity across all areas of public policy to be inclusive and responsive to people with disability;</li> <li>• drive mainstream services and systems to improve outcomes for people with disability;</li> <li>• engage, inform and involve the whole community in achieving a more inclusive society.</li> </ul>
Commonwealth Supplier Code of Conduct	Department of Finance	<p>The Code requires all suppliers to conduct themselves with high standards of ethics such that they act with integrity and accountability.</p> <p>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.</p>

### 3.23 Web Content Accessibility Guidelines Version 2.2

3.23.1 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.

3.23.2 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>.

3.23.3 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))).

### 3.24 Records Management

3.24.1 Without limiting or reducing the Supplier's obligations under the Contract, the Suppliers 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, in the format required by the Department;
- (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 Supplier's relevant information technology system(s), in a format that can be transferred to the Department;
- (j) ensure all electronic records have been effectively backed up on a daily basis;
- (k) ensure that no data, record or report is inappropriately accessed, removed, lost, corrupted or misplaced; and
- (l) 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; or
  - (ii) upon the **Draft Services Contract (Attachment E)** being terminated before the end of the Contract Term,

with the Supplier to bear any associated costs.

3.24.2 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.

### 3.25 Access to Records

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

3.25.2 Where the Department receives a request for access to a document created by, or in the possession of, the Supplier (or any Subcontractor) that relates to the performance of 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.

- 3.25.3 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.

- 3.25.4 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.

### **3.26 Compliance with Industry Codes or Guidelines**

- 3.26.1 The Requirement is to be provided in compliance with the following:
- (a) adhering to the VET Quality Framework and complying with all its components; and
  - (b) adhering to the requirements of the EAL Framework curriculum.

### **3.27 Business Quality Assurance**

- 3.27.1 The Supplier must, at a minimum, have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.
- 3.27.2 The Supplier must provide, with their Response, any supporting documentary evidence such as their quality assurance certificate, manual and/or procedures.

### **3.28 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).**

- 3.28.1 The Supplier is required to provide with its Tender, a draft Transition In Plan (in accordance with paragraph 3.28.2).
- 3.28.2 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 partial Delivery date period 1 July 2025 to 31 December 2025, and commence full Service delivery by 1 January 2026 (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement):
- (a) details of how the Supplier will establish capacity to deliver the Services;

- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) any proposed subcontracting arrangements;
- (g) details of the Supplier's proposed ICT arrangements, including information technology system/s and use of, and how the Supplier will meet the Digital Service Standards;
- (h) records and information management, in accordance with applicable privacy and records management requirements;
- (i) details of how the Supplier will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Contract (including applicable security governance, information security, personnel security and physical security);
- (j) asset management (including ICT resources);
- (k) communications and stakeholder engagement to support delivery of the Services;
- (l) milestones for the approval by the Department of all plans and documents required in accordance with the Contract;
- (m) milestones required to be met for achievement of transition-in of the Services;
- (n) details of the acceptance criteria for each of the milestones;
- (o) details of the responsibilities of the parties during the transition-in period;
- (p) 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;
- (q) 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 should they be the Supplier to deliver both AMEP Quality Assurance Services and AMEP Academy Services;
- (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.

3.28.3 The Supplier must provide their Transition In Plan in accordance with the timeframe set out at paragraph 3.11.1.

3.28.4 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.

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

3.28.6 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 3.11.1.

### **3.29 Contract Transition-out**

3.29.1 The Supplier must provide the Department with a Transition Out Plan, including a proposed and detailed timetable for implementation, for approval by the Department, in accordance with the timeframes set out at paragraph 3.11.1.

3.29.2 The Transition Out Plan must detail tasks and activities that will be undertaken to disengage from the Services upon expiry or termination of the Contract by the end of the Contract Term, or such other date agreed by the Department.

3.29.3 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 AMEP Quality Assurance 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; the responsibilities of the parties during the transition out period;
  - (xiii) 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
  - (xiv) any assumptions the Supplier's Transition Out Plan is based on;
  - (xv) 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
  - (xvi) financial records and acquittals.
- (c) details which describe:
- (i) the Supplier's ability to work collaboratively with the Department and a new contractor 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 at Attachment E**;
  - (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

3.29.4 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.

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

3.29.6 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.

### 3.30 Business Continuity

3.30.1 The Supplier must deliver a Business Continuity Plan (BCP) in accordance with the timeframe set out in paragraph 3.11.1 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).

3.30.2 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.

### 3.31 Work Health and Safety Plan

3.31.1 The Supplier must provide the Department with a Work Health and Safety (WHS) Plan for approval in accordance with the timeframe set out at paragraph 3.11.1.

3.31.2 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) eliminate risks to health and safety so far as reasonably practicable, and, if it is not reasonably practicable to eliminate risks to health and safety, then to minimise those risks so far as reasonably practicable applying the hierarchy of controls specified in the [Work Health and Safety Regulations 2011 \(Cth\)](#);
- (c) consult, cooperate and coordinate on activities and management of risks;
- (d) incident management and response
- (e) be consistent with AS/NZS ISO 45001:2018 – Occupational Health and Safety Management Systems; and
- (f) 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.

3.31.3 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.

**3.32 Risk Management and Fraud Control Plan**

- 3.32.1 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
- 3.32.2 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.
- 3.32.3 The Supplier is required to provide the Department with a Risk Management and Fraud Control Plan for approval in accordance with paragraph 3.11.1.
- 3.32.4 The Risk Management and Fraud Control Plan must be consistent with the Department's Risk Management strategies and the Commonwealth Fraud Control Guidelines, and must, at a minimum, describe:
- (a) how the Supplier will identify, seek to prevent and manage risks 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 will be reported internally and to the Department;
  - (f) the thresholds for escalation and management of risks;
  - (g) how the Supplier will identify, prevent and manage risk of fraud in the performance of the services; and
  - (h) how any instances of fraud or suspected fraud will be reported internally and to the Department.
- 3.32.5 The Supplier must:
- (a) incorporate or otherwise address any comments or feedback on the Risk Management and Fraud Control Plan;
  - (b) comply with and implement the approved Risk Management and Fraud Control Plan during the term of the Contract;

- (c) perform its obligations under the 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;
- (d) provide the Department with information and documents in relation to the Risk Management and Fraud Control Plan promptly on request by the Department;
- (e) promptly report to the Department on the status of the Risk Management and Fraud Control Plan, and any significant new or changed risks; and
- (f) regularly update and submit for approval the Risk Management and Fraud Control Plan throughout the term of the Contract as and when necessary, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

### **3.33 Human Resource Management Plan**

3.33.1 The Supplier must provide the Department with a Human Resource Management Plan for approval, in accordance with the timeframe set out in paragraph 3.11.1.

3.33.2 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.

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

3.33.4 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.

### **3.34 Contract Communications Plan**

3.34.1 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 3.11.1.

3.34.2 The 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.