



Australian Government
Department of Social Services

Request for Tender

National Panel of Assessors 2025-2028

EXPOSURE DRAFT



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The document must be attributed as the Exposure Draft of the 2025 National Panel of Assessors program RFT.

Exposure draft and Request for Tender

Indicative timeline

Date	Key Element
30 August 2024	Public release of the Exposure Draft for the New Panel of Assessors Request for Tender Insert Link Here
6 September 2024	The Exposure Draft for the National Panel of Assessors Request for Tender pre-recorded Public Briefing webinar, available on Insert Link Here
27 September 2024 (5.00pm Canberra time)	Closing date for comments on the Exposure Draft.
October / November 2024	Release of the National Panel of Assessors Request for Tender
October / November 2024	Delivery of a National Panel of Assessors RFT webinar.
November / December 2024 (5.00pm Canberra time)	Indicative closing date and time for responses to the RFT
March 2025	Indicative timing for notification of outcomes for the RFT
April 2025	Indicative timing for: <ul style="list-style-type: none">entering into a Deed of Standing Offer with successful Respondentscommencement of the transition period to new NPA program
1 July 2025	National Panel of Assessors service delivery commences

General comments about this Exposure Draft

The Exposure Draft is produced for the information of stakeholders and potential Respondents to allow them the opportunity to provide feedback to the Department of Social Services (the department) to inform the final Request for Tender (RFT) for the National Panel of Assessors program.

The Exposure Draft is circulated under the following conditions:

- it is produced for the information of stakeholders and potential Respondents
- it is a working document and contains information current at the time of release
- any payments referred to in this document are GST inclusive
- all dates and timelines relating to procurement are indicative only
- the related RFT, to be released at a later date, may differ from this Exposure Draft
- the department may, at its discretion, adopt all, some, or none of the comments or suggestions provided in response to the Exposure Draft
- the department may vary requirements or terms contained in the Exposure Draft when preparing the RFT
- potential Respondents must make their own independent assessments and investigations about the subject matter of this Exposure Draft and seek advice from business experts if necessary, and
- it should not be solely relied upon as the basis for any decision, especially in relation to the preparation of a later response to the RFT.

The Exposure Draft should be considered together with other information, including information made available on the department's website: [Employment services for people with disability | Department of Social Services, Australian Government \(dss.gov.au\)](https://www.dss.gov.au/disability-and-carers-programs-services/employment-services-for-people-with-disability)
(<https://www.dss.gov.au/disability-and-carers-programs-services/employment-services-for-people-with-disability>)

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EXPOSURE DRAFT

Public Briefing and Feedback on the Exposure Draft

The department welcomes feedback on this Exposure Draft.

The department will conduct a public briefing for the Exposure Draft. Details will be available at the department's DSS Engage website (engage.dss.gov.au).

Feedback for this Exposure Draft should be sent to DESConsultations@dss.gov.au. All feedback or comments should be made before **5.00pm (Canberra time) 27 September 2024**. The department may not consider feedback received after this time.

The department may provide a response to requests for information or questions from potential Respondents and stakeholders as appropriate and as soon as practicable.

Responses will be published on the DSS Engage website. The department may provide answers to all Respondents without identifying the source of the question or clarification by posting information on the same website.

A person or organisation providing any feedback or comments in relation to the Exposure Draft, or otherwise having access to the Exposure Draft, will be taken to have agreed to, or to have acknowledged the following:

- the department may use, modify, consider, retain, and copy feedback or comments for purposes related to the NPA program
- the department may publish feedback or comments but will respect a Respondent's request to not publish either the Respondent's feedback or identifying information of the Respondent if requested by the Respondent. Notwithstanding the last sentence, the department will disclose any feedback or comments received in response to the Exposure Draft where required or authorised to do so by law, or by a Minister or parliamentary body
- an organisation is responsible for its costs and expenses incurred in responding to the Exposure Draft, and
- any response in relation to the Exposure Draft confers no right, advantage, or benefit in any future procurement of services of the kind referred to in the Exposure Draft.

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1. About the National Panel of Assessors Program

1.1. Introduction

The Department of Social Services (the department) is conducting a procurement process to engage qualified Providers to be part of the National Panel of Assessors (NPA) program from 1 July 2025. The NPA program will run for an initial term of 3 years from 1 July 2025 to 30 June 2028, with scope to extend for up to an additional 3 years at the department's discretion.

1.1.1. National Panel of Assessors

The NPA program will provide a range of Assessment Services to support the needs of people with disability in the workplace. These include:

- Supported Wage System (SWS) assessments
- Ongoing Support Assessments (OSA), and
- Workplace Modifications Services (WMS) assessments.

Respondents may bid to provide either or both of the following combinations of assessments:

- OSA and SWS assessments together, or
- WMS assessments, including any specialist WMS assessments nominated by the Respondent.

Successful Respondents may also be asked to provide other assessment-related services to be agreed with the department (other than those specifically described in this Request For Tender (RFT)).

Successful Respondents will be required to either possess or engage suitably qualified and experienced staff to provide Assessment Services.

Providers will be precluded from providing Assessment Services in respect of any individual who is employed by their own organisation or a related entity. Providers that are also new specialist disability employment program (NSDEP) Providers will also be precluded from providing Assessment Services in respect of any individual who is supported by their organisation, or any related entity, as part of the NSDEP.

No fees are paid on appointment to the NPA. Those successful Respondents invited to become Providers for the NPA program will be required to enter a non-exclusive National Panel of Assessors Deed of Standing Offer 2025-2028 (Deed) with the department. Assessment Services will be allocated to Providers by the department with payments made on a fee for service basis.

1.1.2. Purchasing Principles

The Government is committed to ensuring that people with disability have access to Assessment Services to support them in the workplace. The Government's decision to conduct an open tender process for the NPA reflects this commitment.

To support the Government's intent, the department will consider the following factors to identify the best Providers to deliver NPA.

Response to Selection Criteria

A Respondent's response to the selection criteria will be used to determine if an organisation is suitable to provide Assessment Services. The department may also consider any data it holds on current Providers. The selection criteria and information on responding to the selection criteria are set out in Section 4.

Each conforming and eligible Tender will be assessed against the relevant selection criteria to provide a ranking of the Bids for each Employment Service Area (ESA).

Diversity of Providers

The department expects that there will be a diverse mix of Providers: large, small to medium, sole traders, as well as for-profit and not-for-profit organisations.

The department makes no representation or guarantee as to the number of Providers it may require in any ESA. Given the delivery of Assessment Services will be done through a panel arrangement, the department makes no commitment regarding the amount of business a Provider may be allocated in any given ESA.

Employment Service Area Coverage

Respondents who select national coverage must be able to deliver Assessment Services across all ESAs. Respondents who do not wish to deliver Assessment Services nationally should select the ESAs where they wish to deliver services. ESAs are listed in **Appendix C**. Section 2.3.4 contains further information on the allocation of Assessment Services.

1.1.3. Three Year Deed

There will be a 3-year Deed period for the NPA. This 3-year term is in line with the Deed period for the new specialist disability employment program and underscores the Government's commitment to deliver quality services for people with disability.

The new Deed will also include the option to offer extensions for up to an additional 3 years.

1.1.4. Request for Tender

The current NPA Grant Agreements expire on 30 June 2025. The procurement methodology for NPA from 2025-2028 will be an open tender process. Existing Providers as well as potential new Providers will be able to bid to deliver Assessment Services.

1.2. Performance Framework

Provider performance will be managed via the NPA performance framework. The framework involves:

- a Service Guarantee reflecting the services that individuals can expect from Providers (see Section 2.7.1),
- compliance with the *Disability Services and Inclusion (Code of Conduct) Rules 2023*,
- compliance with Key Performance Indicators (see Section 2.7.2),
- compliance with the National Standards for Disability Services, and
- performance discussions with the department.

More information on Provider performance is discussed in Section 2.7.

1.3. Transition Arrangements

Transition arrangements for Providers are anticipated to commence from April 2025, until new arrangements take effect on 1 July 2025. Arrangements will be put in place to move from the existing grant agreement to a new Deed.

Current Providers will be notified of the settings through a Transition Notice no later than 60 business days before the commencement of the Transition arrangements.

The Transition arrangements will be based on the following Transition Principles which promote the continuation of Assessment Services for individuals with disability:

- transition activities will support continuity of assessments services for individuals with disability to ensure there is no service gap
- transition activities will ensure that individuals receiving an assessment are not required to undertake an assessment multiple times due to the transition
- transition activities will ensure current providers are paid for all work undertaken through current grant agreements, even if they are not continuing to provide services from 1 July 2025, and
- transition activities will support the future NPA service arrangements.

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2. Statement of Requirements

This chapter describes the Assessment Services a Respondent will be required to deliver if awarded a Deed. Successful Respondents will be required to commence delivery of Assessment Services on 1 July 2025.

2.1. Objectives of the NPA program

The objectives of the NPA program are to deliver OSA, SWS and WMS assessments to support the needs of people with disability in employment.

The delivery of Assessment Services is designed to achieve the following objectives:

- employment participation by people with disability, injury or a health condition
- appropriate support services which are provided to people with disability in the workplace
- access to employment by people with disability, and
- provision of fair and accurate assessments of workplace productivity.

The NPA program achieves value for money by:

- providing high quality, independent Assessment Services which support the employment of people with disability,
- selecting Assessors who can demonstrate they can provide Assessment Services at the performance levels required in the locations required, and
- making payments to Providers on a per-assessment basis.

2.2. NPA program overview

Continuation of the NPA program to provide high-quality Assessment Services from 1 July 2025 was announced in the 2024-25 Budget in conjunction with the NSDEP.

The NPA program will bring together a panel of independent Providers under a Deed of Standing Offer arrangement to conduct assessments to support the needs of people with disability in the workplace. The NPA program will run for an initial 3 year period from 1 July 2025 to 30 June 2028.

Independent Assessors will carry out an assessment of an individual's job requirements or needs, as well as an evaluation of the workplace where appropriate. This evaluation can include an assessment of the physical environment, analysis of the specific work tasks in a job, review of injury-prevention strategies and recommendations for workplace modifications.

The Government wants to ensure that a diverse range of suitably qualified and experienced Respondents have the opportunity to become Providers.

To become a Provider, Respondents will need to have an understanding of employment support requirements for people with disability, including workplace barriers. Providers and their suitably qualified staff must have the skills required to conduct assessments. Providers must exercise sound judgement in making assessments that are appropriate and accurate.

Providers may provide either or both of the following combinations of assessments:

- OSA and SWS assessments together, and/or
- WMS assessments, including any specialist WMS assessments nominated by the Respondent.

The assessments are described in more detail in Sections 2.4, 2.5 and 2.6.

Service gaps may occur where there is insufficient availability of Providers to deliver assessments in an ESA. Successful Respondents may be invited to provide gap filling services in these areas.

2.3. Performing Assessment Services

2.3.1. Nominated Assessors

Assessments must be undertaken by approved Assessors. It is the responsibility of the Provider to approve their individual Assessors in line with mandatory qualifications and skills specified by the department, and to ensure that their Assessors maintain those required qualifications and skills.

Providers should notify the department when a new Assessor is engaged, including outlining what relevant qualifications they hold.

The department reserves the right to request documentary evidence of relevant qualification(s) and skills for each nominated Assessor working for a Provider at any point throughout the duration of the Deed. Providers may be in breach of their Deeds if any approved Assessors are not suitably qualified and skilled to deliver Assessment Services.

Providers will need to advise the department of any new Assessors approved to deliver WMS assessments so access to the department's IT systems can be provided. Access to the department's IT Systems for OSA and SWS assessments will be granted by the Provider.

2.3.2. Mandatory Qualifications and/or Skills

All Assessors must be approved by the relevant Provider before they can undertake Assessment Services. Providers must only approve individual Assessors with appropriate qualifications and skills required to successfully conduct assessments.

Required skills for an Assessor are:

- high level communication skills with the ability to consult and provide advice in a sensitive and appropriate manner
- ability to complete assessments to a high standard
- ability to produce detailed written reports on completion of assessment
- ability to assess barriers and negotiate appropriate solutions to meet the needs of people with disability, and
- technical skills related to the relevant process of assessment.

Each Assessor will be required to have a minimum of 2 years practical experience in disability employment, workplace productivity assessments or related sectors.

Each Assessor will be required to have knowledge of:

- duty of care and professional ethics

- employment assistance options available to people with disability seeking employment, and
- relevant work health and safety, industrial relations and anti-discrimination legislation.

Assessors delivering OSA and SWS Assessment Services under the Deed must possess a minimum of a diploma or higher-level qualification in one or more of the following fields:

- psychology
- rehabilitation counsellor
- vocational training, or
- other diploma or higher-level qualification which the Provider considers is relevant to providing the required assessments (and which is approved by the department as outlined below).

Before they can undertake Assessment Services, WMS Assessors are required to have a full (not provisional or restricted), up to date, qualification that is registered, accredited or recognised with the relevant association as outlined below:

- occupational therapy (registered with AHPRA)
- physiotherapy (registered with AHPRA)
- nurse (registered with AHPRA)
- medical practitioner (registered with AHPRA)
- exercise physiologist (accredited with Exercise and Sports Science Australia), or
- rehabilitation counsellor (recognised with Australia Society of Rehabilitation Counsellors or Rehabilitation Counselling Association of Australasia).

Important: Approval from the department must be sought if a Provider wishes to engage an Assessor who possesses alternative qualifications.

If an OSA, SWS or WMS Assessor possesses a qualification in another area, it is the responsibility of the Provider to justify how the Assessor's qualifications make them suitable to conduct Assessment Services. Justification may include a transcript of relevant subjects completed and a written explanation of their relevance to the Assessment Services they will provide. If Providers are unsure whether an individual is suitably qualified to undertake Assessment Services, advice can be sought from the department.

2.3.3. Provider Training

Before commencing any assessment work under the Deed, Providers and each Assessor must undertake specific online training modules on OSA and SWS assessments. Links to access the training will be provided by the department.

Providers who will only deliver WMS Assessment Services will not be required to undertake training on OSA and SWS assessments.

2.3.4. Allocation of Assessment Services

Requests for OSA and SWS assessments will be raised via Work Orders and auto-allocated to Providers through the Department's IT systems. Assessments will be allocated to Providers on a fair

and equitable basis. Providers will be required to accept or reject the allocated assessments in the Departments IT systems.

WMS assessments will be allocated via JobAccess Secure (JOAC) to Providers who must then either accept or reject the allocated assessments. WMS assessments are allocated on a fair and equitable basis to a Provider in the assessment location. Where a specialist WMS assessment is required, a specialist assessment may be allocated to the closest available Assessor.

Where feasible, if OSA and SWS assessments for a NSDEP Participant are due at a similar time, the assessments will be allocated to the same Provider. This arrangement will support a streamlined assessment process for the NSDEP Participant, employer and Provider.

A contract to provide the Assessment Services will be formed between the department and the Provider when the Provider confirms acceptance of a Work Order in relation to the Assessment Services and the Provider will supply the Assessment Services on the terms and conditions specified in the Work Order and the Deed of Standing Offer.

Where a Provider rejects an allocated assessment, the Provider will be required to give reasons for that rejection. The department will monitor the number of rejections by Providers and reasons for those rejections. The department may take rejections of assessments into account in relation to decisions whether to provide future assessment allocations to a Provider.

Allocation of assessments will consider factors such as Provider availability and any conflicts of interest that have been declared to the department. Providers must not conduct an assessment if doing so would present a conflict of interest for the Provider. Each Provider will be required to declare any instance where it has been allocated an assessment that, if undertaken, would amount to a conflict of interest. The Deed will preclude a Provider from undertaking an assessment of an employee of its own organisation or a related entity. For example, Providers will be precluded from providing Assessment Services in respect of any NSDEP Participant who is employed by their own organisation or a related entity. Providers that are NSDEP Providers will also be precluded from providing Assessment Services in respect of any individual who is supported by their organisation, or a related entity, as part of the NSDEP.

Assessment Services must be delivered face to face. Assessors must receive confirmation in writing from the department if they wish to deliver an Assessment Service via video conference due to exceptional circumstances.

2.4. Supported Wage System

Assessors will receive referrals for SWS assessments and should upload relevant documentation after the assessment has been undertaken, through the Department's IT systems.

The SWS is an industrial relations mechanism that has been in place since 1994. The SWS enables employers to pay a productivity-based wage to people whose work productivity is reduced because of disability. Under the SWS, an eligible employee is entitled to a percentage of the minimum pay rate for their classification, depending on their assessed work capacity. For example, someone with an assessed work capacity of 70 per cent is entitled to 70 per cent of the relevant pay rate in their

award or registered agreement. This assessment can only be carried out by a qualified independent Assessor.

Applications for SWS require the following conditions to be met:

- the job under consideration is covered by an industrial instrument or legislative provision that permits employment under SWS provisions
- the person is an Australian citizen or is a person residing in Australia whose continued presence is not subject to a time limit imposed by Australian law (e.g. a temporary visa)
- the person is at least 15 years of age
- the person has no outstanding workers' compensation claim against the current employer,
- the person meets the impairment criteria for the Disability Support Pension (DSP) as determined by Centrelink, and
- the job being offered is for a minimum of 8 hours per week (does not apply to the modified SWS under the *Supported Employment Services Award*).

There are two versions of the SWS – one for open employment and a modified version that is used under the *Supported Employment Services Award*. There are separate Handbooks (available on the JobAccess [website](#)) for each version of the SWS.

Assessors are required to deliver Assessment Services for both the SWS in open employment and the modified SWS under the *Supported Employment Services Award*, in line with the relevant Guidelines and Handbooks.

2.5. Ongoing Support Assessments

Ongoing Support assistance will be available to NSDEP Participants who meet specific criteria. Once a NSDEP Provider has moved a NSDEP Participant into Ongoing Support, they must refer the NSDEP Participant for an Initial OSA as soon as possible and within 4 weeks of being requested.

Ongoing Support will also be available for another category of NSDEP Participants, being those referred to as Ongoing Support (Work Assist) Participants. Ongoing Support (Work Assist) will provide support to an employee, and their employer, if they are not currently receiving assistance from a NSDEP Provider and require assistance to keep their job due to the impact of their disability, injury or health condition. Assessments for Ongoing Support (Work Assist) will be subject to the same OSA process as regular Ongoing Support.

The OSA will determine the level of Ongoing Support appropriate for a NSDEP Participant. The levels of support are:

- none – where the OSA recommends the NSDEP Participant does not Ongoing Support
- Flexible Ongoing Support
- Moderate Ongoing Support, or
- High Ongoing Support.

The OSA Assessor will also make a recommendation on the duration of support and timing of the next OSA Review. The OSA Review interval will be set individually at 1, 2 or 5 years based on the NSDEP Participant's circumstances and the stability and permanence of their support needs, and in accordance with the OSA Guidelines.

An OSA will be completed where a NSDEP Provider determines that a NSDEP Participant is likely to need Ongoing Support in the workplace to retain their job and where:

- a NSDEP Participant has achieved a 26-Week Employment Outcome, is working toward a 52-week Outcome and will require Ongoing Support,
- an employee is eligible to become an Ongoing Support (Work Assist) Participant,
- a NSDEP Participant is due for an OSA review,
- the maximum number of Contacts over a 6 month period has been reached for a NSDEP Participant in Flexible Ongoing Support, or
- a change in circumstances means that a NSDEP Participant may need a higher level of Ongoing Support (a Change of Circumstances Reassessment).

The OSA Assessment Service will normally consist of:

- an interview with the NSDEP Provider and NSDEP Participant
- a file assessment of support provided in the period since Job Placement or since the last OSA, and
- a workplace assessment which should include an interview with the NSDEP Participant's employer.

NSDEP Participants may decide not to disclose their disability to their employer. Where non-disclosure or privacy issues are identified or where a NSDEP Participant or their employer is reluctant to include a workplace assessment, an OSA Assessor may exclude this aspect of the assessment with the agreement of the NSDEP Participant.

The different elements of the OSA will not be weighted. Each element of the OSA will be considered in determining the Ongoing Support needs of a NSDEP Participant. Results of the OSA will be documented in a report that will be maintained on ESSWeb.

Where possible, OSAs will be undertaken concurrently with SWS assessments if the NSDEP Participant is also accessing SWS. Respondents wishing to deliver OSAs must also apply to deliver SWS assessments.

OSAs must be completed using the Department's IT systems.

2.6. Workplace Modifications Services Assessments

The department will appoint qualified WMS Assessors who will be required to conduct assessments for people with disability to identify barriers to accessing or performing their work. WMS assessments will recommend equipment, modifications and other support, funded through the Employment Assistance Fund (EAF), to remove the identified barriers.

The EAF is designed to help employers accommodate employees with disability. The EAF reimburses employers for the cost of special equipment or adjustments needed to accommodate an employee with disability in the workplace.

Applications for assistance under the EAF will be submitted to the JobAccess service. Some applications may require a WMS assessment to determine the right modifications or adjustments

required for the employee or job seeker. In these instances, the JobAccess provider will allocate a WMS Provider to conduct the assessment.

WMS assessments must be completed by the Provider using the WMS Report template provided by the department. Reports and supporting documentation must be submitted to the JobAccess service.

Specialist WMS Assessments

A specialist WMS assessment can be undertaken by an Assessor who has specialist skills in a particular disability. For example, an Assessor may be suitably qualified to deliver specialist WMS assessments for individuals with vision impairments. If an EAF application is lodged and requires a specialist Assessor, the assessment will be allocated to the closest Provider who is approved to conduct specialist assessments for the disability.

2.7. Provider Performance

2.7.1. Performance Management

The government is committed to ensuring that Providers will deliver high quality assessment services for people with disability.

Providers will be required to adhere to the NPA performance framework which aims to aid performance and continuous improvement in the delivery of quality services to individuals with disability. The following elements support the framework:

- a Service Guarantee reflecting the services that individuals can expect from Providers
- compliance with the *Disability Services and Inclusion (Code of Conduct) Rules 2023*
- compliance with Key Performance Indicators (KPIs)
- compliance with the National Standards for Disability Services (NSDS), and
- performance discussions with the department.

Service Guarantee and Code of Conduct

The *Disability Services and Inclusion Act 2023* (Cth) (the DSI Act) commenced on 1 January 2024. All service providers who are funded through the DSI Act are required to comply with the Code of Conduct set out under the DSI Act.

The NPA program is funded through the DSI Act. This means Providers will be required to:

- act with respect for the individual rights of people with disability to freedom of expression, self-determination and decision making, in accordance with applicable laws and conventions,
- respect the privacy of people with disability
- provide the activity in a safe and competent manner, with care and skill
- act with integrity, honesty and transparency
- promptly take steps to raise and act on concerns about matters that may impact the quality and safety of the provision of the activity to people with disability

- take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability, and
- take all reasonable steps to prevent and respond to sexual misconduct.

The Service Guarantee specifies the level of service each person receiving an assessment can expect to receive. Together the Code of Conduct and the Service Guarantee form part of the performance framework and ensure individuals receive a high-quality service.

Individuals who have received an Assessment Service and who believe they did not receive a service of the standard identified in the Code of Conduct and Service Guarantee are able to raise this with the Provider in the first instance and, if not satisfied, may then raise their complaint with the National Customer Service Line (NCSL) or the Complaints Resolution and Referral Service (CRRS). The CRRS is an independent service that works to investigate and resolve complaints about services funded under the DSI Act. The NCSL and CRRS are both able to investigate matters reported to them and will work to ensure the individual is receiving the standard of service required.

The Code of Conduct and Service Guarantee will be available at Annexure X of the draft Deed.

National Standards for Disability Services

The NSDS, outlined in the *Disability Services and Inclusion (Compliance Standards and Alternative Compliance Requirements) Rules 2023*, are the compliance standard for regulated activities under the DSI Act. The Deed will require Providers to obtain a certificate of compliance with the NSDS.

To obtain a certificate of compliance, Providers will be required to have an audit undertaken with an accredited certification body. Audit requirements are detailed in the Human Services Scheme Part 7 – NPA Scheme. The Scheme outlines how certification bodies should undertake the audits and timeframes for initial audit and reviews.

Under the Deed, successful Respondents will have up to 15 months from the date the Deed is signed (pending agreement from the department) to obtain a certificate of compliance.

Details of the NSDS compliance requirements for the current NPA program can be found on the department’s [website](#).

2.7.2. Key Performance Indicators

In providing the Services, all Providers must meet Key Performance Indicators (KPIs). The department will measure a Provider’s performance against KPIs having regard to the following:

- deliverables as specified in the Deed
- the Assessment Services delivered by the Provider, and
- performance audits conducted by the department or external auditors.

The KPIs being considered by the department are set out in Table 1 below.

Table 1 – Proposed Provider KPIs

KPI	Description	Measures
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KPI 1 Efficiency	1.1 Timeliness	<ul style="list-style-type: none"> (a) 90 per cent of Assessment Services are completed within the timeframes set out in the Deed (b) 90 per cent of allocated assessments are accepted by the Provider (c) Where a Provider rejects allocated assessments, acceptable reasons for all rejections are provided (d) Where the department has returned Assessment Reports to the Provider for corrective action, all subsequent reports are finalised and submitted to the department within 5 Business Days for SWS and OSA, and 2 Business Days for WMS, of being asked by the department to remedy the report.
KPI 2 Effectiveness	2.1 Accurate individualised assessments 2.2 Thorough assessment reports	<ul style="list-style-type: none"> (a) Assessments are conducted in a manner that responds to the individual with disability's circumstances, measured by: <ul style="list-style-type: none"> (i) department sampling of assessment reports, and (ii) taking into consideration where there is a higher-than-average level of appealed decisions (where parties to the assessment dispute the result outcome following the assessment process) that are subsequently overturned by the department (b) 90 per cent of assessment reports sampled by the department are accepted as complete, without requiring further work
KPI 3 Quality	3.1 Stakeholder satisfaction	<ul style="list-style-type: none"> (a) The department's satisfaction with the delivery of the Assessment Services, as measured by (but not limited to) results of stakeholder satisfaction surveys, stakeholder feedback (including from other Assessors subsequently assessing the same client) and complaints

2.7.3. Deed Compliance

The department will directly monitor compliance matters such as fraud, malfeasance, invalid claims, discrimination and other potential breaches of the Deed through ongoing performance reviews and program assurance activities. The department will raise any concerns with Providers in a timely manner and these will be noted in performance assessments. Breaches of the Deed may lead to potential remedies such as recoveries, cessation of referrals and removal from the NPA program.

2.8. Fees for the National Panel of Assessors

2.8.1. Assessment Fees

Providers will be paid via a fee for service model when an assessment is complete, and reports submitted through the department's IT systems.

Table 2 outlines the fee schedule for OSA, SWS and WMS assessments for Providers under the Deed. It includes the additional fees to be paid for assessments in remote areas and assessments requiring travel.

The fees for assessments delivered by Providers will be indexed annually on 1 July, with the first indexation point on 1 July 2026.

Where OSA and SWS assessments are undertaken concurrently for the same individual, the Provider may be eligible for both an OSA fee and an SWS assessment fee.

Table 2 – Fee Schedule for OSA, SWS and WMS assessments

	Payment Type	Amount (GST inclusive)
OSA	OSA fee	\$475.36
SWS	SWS assessment fee	\$679.10
	Additional SWS assessment payment if the assessment is conducted in a Remote Jobs and Economic Development Program region	\$475.36
	Approved additional fee for assessments that exceed 5 hours	\$135.82 per additional hour up to a maximum of 4 additional hours
	Approved additional fee for SWS assessments conducted in a Remote Jobs and Economic Development Program region that exceed five hours	\$230.89 per additional hour up to a maximum of 4 additional hours
WMS	WMS assessment fee	\$135.82 per hour up to a maximum of 5 hours
	Approved additional fee for assessments that exceed 5 hours	\$135.82 per additional hour up to a maximum of 4 additional hours
	Additional travel costs (for which travel time will not include time used for assessment or reporting services)	\$56.59 per hour for travel time, up to a maximum of 8 hours per day, where a return trip exceeds 200 kilometres

Ongoing Support Assessment Payments

The fee of \$475.36 (including GST) is payable to Providers on completion and submission of an OSA report through the Department's IT systems.

Supported Wage System Assessment Payments

The payment amount of \$679.10 (including GST) is payable on completion of an SWS assessment and SWS *Wage Assessment Agreement*. If an assessment will take more than 5 hours to complete, the department may approve payment for up to an additional 4 hours at an hourly rate of \$135.82 (including GST). Payment for travel is not included.

Remote Loading

A loading of approximately 70 per cent will be applied to the payment where the assessment is completed in a Remote Jobs and Economic Development Program region.

Workplace Modifications Services Assessment Payments

The hourly rate of \$135.82 (including GST) will be payable to Providers on completion of a WMS assessment. If an assessment will take more than 5 hours to complete, the department may approve payment for up to an additional 4 hours at an hourly rate of \$135.82 (including GST).

Providers who complete WMS assessments that require travel more than 200 kilometres for a return trip may claim kilometre allowance and travel time at the rate of \$56.59 (including GST) per hour, for a maximum of 8 hours per day. Travel time is not part of the time allocated for assessment. For travel that includes an essential overnight stay, costs for meals and accommodation may also be claimed.

Overnight stays and costs for meals and accommodation may be payable on a reimbursement basis on receipt of a Tax Invoice and evidence of travel expenditure, up to the then in force Australian Taxation Office (ATO) schedule on *Reasonable amounts for domestic travel expenses* (published annually), calculated at the rate of an employee with an annual salary of \$143,650 or below.

If Providers are allocated a WMS assessment that requires a domestic flight, reimbursement will be considered by the department on a case-by-case basis.

EXPOSURE DRAFT

3. Submitting a Tender

3.1. Conditions for participation

Any Respondent that, in the opinion of the department, does not meet the following conditions for participation, will be excluded from the evaluation process. All Respondents must:

1. Exist as a legal entity capable of entering into the Deed with the department at the closing date and time
2. Either:
 - a. hold a valid and satisfactory Statement of Tax Record (STR) as referred to in Table 3 below, as applicable to the Respondent, by the closing date and time, or
 - b. hold a receipt demonstrating that the STR(s) referred to in Table 3 below, as applicable to the Respondent, have been requested from the ATO by the closing date and time, and hold those STR(s) no later than 4 business days from the RFT closing date and time.
3. Hold a valid and satisfactory STR for any first-tier subcontractor that they propose, as part of their Tender, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive)
4. **Not** be named as not complying with the *Workplace Gender Equality Act 2012* (Cth)
5. **Not** be named in the consolidated list of persons and entities referred to in Regulation 40 of the *Charter of the United Nations (Dealing with Assets) Regulation 2008* (Cth) – this requirement also extends to the Respondent's personnel, and
6. **Not** be subject to a judicial decision against them relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid.

If a Respondent fails to meet the requirements in this section, their Tender **will** be excluded from evaluation. Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirements in this RFT is to be treated as a 'condition for participation'.

Important: Respondents should apply for a Statement of Tax Record and should ensure that any Subcontractors apply for a Statement of Tax Record within sufficient time to meet the conditions for participation relating to a Statement of Tax Record.

Table 3 - Statement of Tax Record

If the Respondent / first tier subcontractor (as the case may be) is:	Statement of Tax Record required
a body corporate or natural person	a satisfactory and valid STR in respect of that body corporate or person
a partner acting for and on behalf of a partnership	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Deed or subcontract (as applicable).
a trustee acting in its capacity as trustee of a trust	a satisfactory and valid STR in respect of: (i) the trustee; and (ii) the trust.
a joint venture participant	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator.
a member of a Consolidated Group (or Group Respondent)	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group.
a member of a GST Group	a satisfactory and valid STR in respect of: (i) the GST Group member; and (ii) the GST Group representative.

3.2. Minimum content and format requirements

Respondents that do not comply with the following minimum content and format requirements will be excluded from the Tender evaluation process:

- the Tender must be written in English
- the Tender must include the Respondent's current and valid Australian Business Number (ABN) (or, if the Respondent is a Group Respondent, a current and valid ABN for each member of the Group Respondent)
- the Tender must include a copy of either:
 - the STR(s) as referred to in Section 3.1, as applicable to the Respondent, by the closing date and time, or
 - a receipt demonstrating that the STR(s) has/have been requested from the ATO in respect of the Respondent, in which case the required STR(s) must be provided within 4 business days from the closing date and time to the DES Purchasing Hotline (DESPurchasing@dss.gov.au), and
- the Tender must include information about how the Respondent will identify, assess and address the risks of modern slavery practices (see Section 8.7).

If the department considers, in its discretion, that a Respondent's non-compliance with a minimum content and format requirement is due to an unintentional error of form contained in its Tender, the department may give that Respondent the opportunity to correct or clarify the error but will not permit any material alteration or addition to the Tender, in accordance with Section 8.14.20 (Unintentional errors of form).

If the department gives a Respondent an opportunity to correct an unintentional error of form, it will give the same opportunity to all Respondents in the same position.

Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirement in this RFT is to be treated as a 'Minimum content and format requirement'.

3.3. Employment Service Areas (ESAs)

This RFT will cover the 110 ESAs around Australia. Maps of each ESA are at [Appendix C – ESA Maps](#). Information on the ESAs can also be found at [Employment Service Area Maps | Department of Social Services, Australian Government \(dss.gov.au\)](#).

The department reserves the right to amend or adapt ESA boundaries in response to changing labour market needs at any time over the period the Deed operates.

3.4. Coverage

The department is seeking geographical coverage that ensures Assessment Services can be delivered throughout Australia. For the purposes of tendering and contracting Assessment Services, Australia is divided into 110 ESAs (as well as Norfolk Island - to be confirmed). The department will cap the number of Providers in each ESA based on the number of expected Assessment Services required in the area (using historical data). Coverage will be considered during the Tender evaluation phase.

Respondents can bid to deliver services in a whole ESA or to provide partial coverage of an ESA. Respondents who wish to provide partial coverage in a specific ESA should list the postcodes that they wish to deliver services in.

The department is not seeking bids for Remote Jobs and Economic Development Program regions. Should assessments be required in these locations, the department will work with Providers in nearby locations to obtain the required assessment services.

Respondents must be able to deliver face-to-face Assessment Services in each ESA that they Tender for. As stated in Section **Error! Reference source not found.**, Assessors must receive confirmation in writing from the department if they wish to deliver an Assessment Service via video conference due to exceptional circumstances.

Providers can Subcontract to suitably qualified individual Assessors to deliver work on behalf of their organisation. It is the responsibility of the Provider to ensure that Subcontractors meet the required qualifications for each Assessment Service they will deliver and to manage any actual, perceived or possible conflicts of interest the Subcontractor may have. This includes if the Subcontractor works for other Providers or related entities.

Assessments will be allocated to Providers in each ESA on a fair and equitable basis.

3.4.1. Conditionality

A Respondent may specify within its service-specific response that their offer of service provision in one ESA is conditional on it winning a particular Assessment Service in another ESA or location (the essential ESA or location). Any conditionality must be clearly specified.

A Respondent cannot specify that any offer of service is conditional upon other services not included within the scope of this RFT (for example, services included in a separate RFT response for the NSDEP).

If a Respondent identifies an essential ESA or location in their Tender and is unsuccessful in that specified essential ESA or location, this conditionality provision will automatically exclude it from an offer of business in any other ESA or location where the Tender is expressed as being conditional on the awarding of business in the specified essential ESA or location.

Respondents should carefully consider the implications of lodging conditional bids. Such Tenders may be assessed by the department as being partially or fully unsuccessful.

The department will not allocate business simply to ensure a Respondent's conditionality provisions are met. The department will always reserve the right to make the offer of any business contingent on the acceptance by the Respondent of another element of the department's offer of business.

All or Nothing Offers

The department's intention is that its offers of business are made on an 'all or nothing' basis. Where a Respondent successfully bids for business in several ESAs but refuses to accept the department's offer in its totality, the Respondent may risk losing all the business being offered.

4. Selection criteria

There are three selection criteria that will be used to evaluate each Tender:

- Criterion 1: Organisational Capability
- Criterion 2: Quality, and
- Criterion 3: Experience to deliver Specialist WMS assessments (this criterion will only apply to Respondents bidding to deliver specialist WMS Assessment Services).

Respondents will be required to answer targeted questions under each selection criterion. These criteria represent the requirements for Providers in delivering efficient, effective and quality Assessment Services.

In responding to the selection criteria, Respondents should refer to Section 2 of this RFT and the relevant section of the Draft Deed (Appendix E).

Respondents will be required to demonstrate value for money through their ability to provide effective Assessment Services in a cost-effective manner. Successful Providers will be required to demonstrate value for relevant money through ongoing management of performance.

Respondents may Tender to provide:

- OSA and SWS assessment services*
- WMS assessment services (including any specialist WMS Assessment Services), or
- all three types of assessment services.

***Note:** Successful Respondents for OSA and SWS Assessment Services must provide both of those services. For clarity, Respondents cannot elect to provide **only** OSA Assessment Services or **only** SWS Assessment Services.

Respondents not applying to deliver Specialist WMS Assessment Services should respond to criterion three as 'not applicable' when completing their application.

Respondents should note that this RFT is a competitive process, and the department will limit the number of Providers delivering Assessment Services in each ESA.

The tender form will set word limits for each selection criterion response and Respondents cannot exceed that specified word limit.

Attachments

Coverage of Service (Appendix D):

You must complete the Coverage of Service template at Appendix D to this RFT to indicate if you are applying to deliver Assessment Services nationally, or at the ESA level (including which ESAs you are bidding to deliver in). You must also indicate on this spreadsheet whether you are applying for Specialist WMS assessments.

4.1.1. Selection Criterion 1 - Organisational Capability

Describe your organisation's capability to deliver OSA/SWS Assessment Services and/or WMS (as applicable) Assessment Services.

Your Tender should describe:

- how you will deliver OSA/SWS and/or WMS (as applicable) Assessment Services
- your organisation's experience and performance in delivering services that are similar to OSA/SWS and/or WMS (as applicable) Assessment Services
- how you propose to recruit and retain suitably qualified and experienced staff to ensure you have and maintain the required Assessors in your nominated ESAs and how you will ensure they remain qualified, trained and skilled
- how you propose to develop and maintain cooperative relationships with a diverse range of stakeholders, including people with disability, employment service providers, health professionals, employers and union representatives, and
- the governance arrangements, communication strategies, organisational management and accountability structures that your organisation has (or will have) in place to ensure it can comply with the Deed.

4.1.2. Selection Criterion 2 – Quality

Describe how your organisation will provide and maintain quality Assessment Services, including any Assessment Services provided by Subcontractors (if applicable).

Your Tender should describe:

- how your organisation will ensure that the work of all Assessors (including Subcontractors, if applicable) reflects the quality required by the department as set out in this RFT
- how your organisation is suitably qualified to deliver Assessment Services to people with disability, including those with high support needs, and
- how your Assessment Services will be independent and not unduly influenced by relationships with other agencies or organisations, including where your organisation or a related organisation is providing services under the new specialist disability employment program.

4.1.3. Selection Criterion 3 – Specialist WMS

Only Respondents bidding to deliver Specialist WMS Assessment Services are required to address criterion three. Respondents not bidding to deliver Specialist WMS Assessment Services should respond to criterion three by entering 'not applicable' in the tender form.

Describe your organisation's capability and specialist knowledge to be able to deliver Specialist WMS Assessment Services.

Your Tender should describe:

- your experience and performance in delivering specialised WMS assessments or similar services
- the specialist cohort you will provide WMS Assessment Services to, and
- your knowledge of the WMS needs of your nominated specialist cohort.

4.2. Benefit to the Australian economy

Respondents will be assessed on the extent to which their overall Tender will deliver economic benefit for the Australian economy.

4.3. Environmental sustainability

Respondents will be assessed on their draft environmental sustainability statement and the extent to which they will support Australia's environmental sustainability.

4.4. Referees

In responding to this RFT, all Respondents must provide names and contact details for at least one referee and up to a maximum of 2 referees, excluding the department and its staff, who are able to verify the Respondent's claims against the selection criteria, if required.

The department may contact nominated referees to seek clarification of information provided, information on the Respondent's claims against the selection criteria or information concerning the Respondent (including their past performance) generally. If a Respondent has provided related services to another organisation but does not nominate them as a referee, the department reserves the right to contact that organisation and seek information relevant to the assessment of the Respondent's Tender.

The department also reserves the right to contact any persons or organisations to verify claims made in a Tender. The department reserves the right not to consider information provided by a referee that is not relevant to the selection criteria.

For the avoidance of doubt, current and former officers, employees, advisers, consultants, contractors, or agents of the department, and current or former ministerial advisers cannot be a referee for a Respondent.

EXPOSURE DRAFT

5. Evaluation of Tenders

This chapter describes the department's process for evaluating Tenders submitted in response to this RFT.

5.1. Evaluation process

The department will evaluate Tenders using a staged process:

- Stage 1 – Receipt and screening of Tenders
- Stage 2 – Assessment of Tenders against selection criteria
- Stage 3 – Right Fit For Risk (RFFR) assessment
- Stage 4 – Financial viability assessment
- Stage 5 – Value for money assessment and recommendations
- Stage 6 – Negotiations with Respondents and final decisions

The department reserves the right to conduct some or all of the stages at the same time or in a different order from that stated. The department may consider information gathered at one stage when conducting another stage.

To the extent that an ESA is situated wholly or partially in an IPP Remote Area, the department's consideration of Tenders for those ESAs may also be subject to the department applying the IPP Mandatory Set Aside (MSA) requirements. See Section 8.3.10 for more information.

Nothing stated in relation to these stages limits any other right the department has as set out elsewhere in this document.

The department may, at any stage of the evaluation process, contact Respondents (including members of a Group Respondent who are not the lead member) or nominated subcontractors to clarify aspects of their Tender or seek additional information. This contact will be on a confidential basis and does not mean the department will be offering a Deed to the Respondent.

The department also reserves the right to exclude from consideration any Tender that is incomplete or clearly non-competitive at any time during the evaluation process at the department's discretion.

5.1.1. Stage 1 – Receipt and screening of Tenders

Each Tender will be downloaded by the department from AusTender after the closing date and time and will be checked to ensure that the:

- Tender was received by the closing date and time,
- Respondent complies with the conditions for participation,
- Tender complies with the minimum content and format requirements, and
- Tender includes all information required, as listed in the Checklist at Appendix F.

5.1.2. Stage 2 – Assessment of Tenders against selection criteria

Each Tender that passes Stage 1 will be assessed against the selection criteria set out in Section 4.

In assessing a Tender, the department will consider each selection criterion in isolation and will not refer to or consider other sections or information provided elsewhere in the Tender, unless stated

otherwise. Respondents must ensure all claims against a specific criterion are provided within that section.

The department may also consider all available relevant past performance data, including:

- outcomes, quality and compliance performance data held by the department and performance data provided by the Respondent, and
- referees to validate claims, including claims against performance or citing other government (state, territory, and Commonwealth) funded programs and services.

The department may also use information it holds about a Respondent or make its own enquiries including contacting any other persons, including any other Commonwealth, state or local government agency to whom the Respondent has provided services or activities, regardless of whether or not they have been nominated as a referee by the Respondent. This may include, for example, confirming a Respondent's current and past conduct in delivering such contracted services or activities.

Nevertheless, Respondents should not rely on the department using its own sources of information and should provide comprehensive performance information where appropriate.

5.1.3. Stage 3 – Right Fit For Risk assessment

The department, with the assistance of the Department of Employment and Workplace Relations (DEWR), will consider the status of a Respondent's RFFR accreditation or readiness to achieve RFFR accreditation under the External Systems Assurance Framework (ESAF). DEWR will consider the information provided by the Respondent in the RFFR Questionnaire and/or as well as any other information held by, or available to the department in relation to the Respondent's capacity to comply with obligations set out in the ESAF and RFFR approach.

5.1.4. Stage 4 – Financial viability assessment

Respondents will be assessed on the extent to which they have the financial and corporate capacity to fulfil the Deed obligations and potential financial or credential risks to the Commonwealth if a Deed is entered into with the Respondent.

To determine the financial viability of Respondents, the department will consider the information provided by Respondents and their nominated subcontractors in their Financial and Credentials Information Form, as well as any other information provided or available to the department in relation to the financial viability of the Respondent and the credentials of key personnel.

5.1.5. Stage 5 – Value for money assessment and recommendations

The department will conduct an overall value for money assessment to inform recommendations for offering a Deed of Standing Offer.

As outlined in the Commonwealth Procurement Rules (CPRs), achieving value for money is the core principle underpinning government procurement.

After the selection criteria assessment, the department will undertake a comparative assessment of Tenders taking into consideration first each Respondent's indicative ranking and suitability rating and

then other evaluation stage outcomes for each Tender. The department will consider these indicative recommendations, noting first the initial ranking and suitability rating, and then the other value for money factors as listed below:

- assessment of Tenders against the selection criteria,
- a desire to obtain the highest possible quality in service delivery,
- consideration of the diversity, scope and viability of the Provider market,
- assessment of the breadth of coverage to maximise access for individuals, employers, and stakeholders,
- available performance data including current departmental data or data held by other government agencies,
- any other relevant information available to the department, compliance and performance under other/existing government funding arrangements and public domain search results,
- consideration of the benefit of the Respondent's offer to the Australian economy,
- consideration of the Respondent's commitment to continual improvement of environmental sustainability, and
- consideration of the risk to the Australian Government, including:
 - any actual, perceived or potential conflict of interest
 - financial viability of the tendering organisation
 - RFFR assessment.

In considering the economic benefit of the Tender to the Australian economy as part of its value for money assessment, the department will do so in a manner consistent with guidance issued by the Department of Finance titled [Consideration of broader economic benefits in procurement](#) (finance.gov.au) and any other relevant procurement policy.

5.1.6. Stage 6 – Negotiations with Respondents and final decisions

Following the closing date and time, the department may:

- enter into negotiations or discussions with one or more Respondents (including in relation to terms and conditions of the Deed, or any other matter), or
- discontinue negotiations or discussions with a Respondent, whether or not the Respondent has been notified that it is a successful Respondent.

Further, during any negotiation process, the department may engage in detailed discussions with any or all Respondents with the goal of maximising the benefits to the department, to achieve the best value for money, as measured against the selection criteria.

Respondents should, however, note that the department intends on having common terms and conditions regarding the NPA program for all successful Respondents.

The Deputy Secretary – Disability and Carers is the Delegate for this process and will make the final decisions. Any decision of the Delegate in relation to the outcome of the RFT process is final and not subject to review or appeal.

The Deed will come into effect only upon execution by the Delegate on behalf of the Commonwealth and the relevant successful Respondent. When an offer does not proceed to an executed Deed, the department may make additional offers to other suitable Respondents or other entities.

5.2. Changes in requirements and demand for Assessment

Services

In submitting a Tender, the Respondent acknowledges and agrees that, as set out in the Draft Deed (Appendix D – ESA coverage spreadsheet

To be provided with the final RFT.

EXPOSURE DRAFT

Appendix E – Draft Deed), it is also making an offer to the department that, if the Respondent is engaged as a Provider, the department may ask the Respondent to provide additional services to the department. For the avoidance of doubt, this may include providing Assessment Services in additional ESAs or locations as and when agreed with the department, and on the same terms as specified in the Draft Deed.

5.3. Insufficient number of Respondents

Should the RFT process fail to produce enough recommended Providers for a particular ESA or location or for a particular Assessment Service (OSA, SWS or WMS), the department may, having regard to value for money and the public interest, and in accordance with the CPRs, conduct a limited tender process to obtain additional service coverage.

5.4. Notification of outcomes

All Respondents will be notified in writing of the outcome of their Tender.

All Respondents may request a debriefing following the announcement of the RFT outcomes. The request for a debriefing must be made within one month of the announcement of the outcomes with the debriefing to be conducted within 3 months of the announcement of the outcomes.

The debriefing may be conducted via telephone, face-to-face or on a suitable platform at the department's discretion. All costs incurred by the Respondent to attend a debriefing will be at the Respondent's expense.

Respondents will be debriefed against the selection criteria. In accordance with government policy, Respondents will not be provided with information concerning other Respondents' submissions, except for publicly available information and comparative statements that can be made without breaching a Respondent's confidentiality.

All requests for debriefs will need to be submitted to the DES Purchasing Hotline (DESpurchasing@dss.gov.au).

6. Financial viability and other checks

The department may perform security, probity, and financial investigations as it determines necessary in relation to any Respondent, its employees, officers, partners, associates, subcontractors, or related entities. The department may exclude a Tender from further consideration if the Respondent does not provide, at its cost, all reasonable assistance to the department in this regard.

Respondents must submit a completed Financial and Credentials Information Form (which can be found on the AusTender portal) and provide the most relevant information to demonstrate its financial viability. In the case of a Group Respondent, each member of that Group Respondent must supply the information requested in its application.

The department may exclude a Tender from further consideration:

- if the Respondent does not promptly provide all reasonable assistance, including the provision of relevant information to the department for the department to undertake such investigations or procedures as are considered necessary, or
- based on the outcomes of any investigations or procedures.

6.1. Financial viability

The objective of the financial viability process is to assess:

- whether the Respondent may be considered financially viable to meet the requirements of this RFT,
- whether there are any circumstances that may adversely affect the Respondent's ability (and its subcontractors' abilities where it has subcontracting arrangements) to meet its contractual obligations for at least the relevant Deed period, and
- any risk exposure for the government.

The department may take these matters into account as part of the evaluation process and reserves the right to conditionally accept a Tender by requesting additional conditions, for example and without limitation, requiring the Respondent to provide a Deed of Financial Undertaking and Performance Guarantee, a financial guarantee or more frequent financial statements prior to the commencement or during the term of the Deed.

6.2. Financial viability information

The onus is on a Respondent to satisfy the department of its financial viability to meet the requirements described in this RFT. If a Respondent does not provide all information requested by the department, or if the Respondent is otherwise unable to demonstrate its financial viability, the department may not be able to make an assessment, or the assessment may be adversely affected.

To enable the department to assess a Respondent's financial viability, each Respondent, and in the case of a Group Respondent, each member of that Group Respondent, should supply the information requested in this RFT. Each Respondent must submit a completed Financial and Credentials Information Form and provide the most relevant information to demonstrate its financial viability.

Respondents must provide financial statements that:

- are current and include the statements for the last complete financial year,
- are for the entity as a whole, and not-for individual projects,
- are prepared in accordance with the Australian equivalents to International Financial Reporting Standards (for further information see the [Australian Accounting Standards Board \(www.aasb.gov.au\)](http://www.aasb.gov.au)),
- include all notes to the statement(s), and
- are presented in Australian dollars.

The department prefers financial statements to be prepared on an accrual basis and to be audited. If the financial statements are audited, Respondents must provide the auditor's report and any management letters from the auditor.

Audited financial statements must be provided by the Respondent if it falls within the categories described below:

- Respondents that are incorporated under the *Corporations Act 2001* (Cth) and that are required to provide audited financial statements because they are:
 - disclosing entities as defined under s 111AC of the *Corporations Act 2001* (Cth),
 - public companies,
 - large proprietary companies, if 2 of the following apply:
 - the consolidated revenue for the financial year of the company and the entities it controls, if any, is \$50 million or more.
 - the value of the consolidated gross assets at the end of the financial year of the company and the entities it controls, if any, is \$25 million or more,
 - the company, and the entities it controls, if any, have 100 or more employees at the end of the financial year, and
- associations incorporated under state or territory associations' incorporation laws, which specify that financial statements must be audited.

If a Respondent does not fall into these categories, or audited financial statements are not available, the Respondent must provide unaudited financial statements.

To assist the department in assessing financial viability, Respondents must observe the following:

- if the financial statements provided by the Respondent are in a different name or the accounting period has changed, a satisfactory explanation with supporting documentation must be provided,
- if the Respondent has recently merged with another organisation, the terms of the merger and ownership of assets and responsibility for liabilities must be provided, and
- if assets are recorded in the balance sheet that are not owned by the Respondent, for example, assets owned by the government, the extent of that ownership and the value must be recorded in the notes to the accounts.

If the Respondent has access to additional funds, documentary evidence should be included that substantiates:

- a bank loan,

- a line of credit,
- access to financial support, or
- a guarantee.

If a guarantee is not from a bank, the guarantor must provide evidence of the capacity of the guarantor to honour the guarantee. This may take the form of financial statements.

6.3. Credentials check

Respondents must provide further relevant information that includes:

- descriptions of any recent changes of substance in the Respondent's financial position not reflected in the most recent financial statements,
- details of any significant events, matters or circumstances that have arisen since the end of the last financial year that may significantly affect the Respondent's ability to perform the services,
- a summary of any court actions, charges, liens or encumbrances affecting any assets of the Respondent,
- the Respondent's ultimate holding entity, if any, respective related corporations and their respective directors, and any shares in the Respondent, its ultimate holding entity, and their respective related corporations, and
- any other factors the Respondent wishes to describe to support its demonstration of financial capacity.

For the purpose of conducting financial viability assessments, the department may contact Respondents to seek clarification of information received or obtained.

6.3.1. Existing organisations

Existing organisations are defined as those in operation for at least 12 months. In assessing these organisations, the department will examine existing financial records.

Where the existing financial capability of a Respondent requires supplementation to deliver the Assessment Services, the Respondent must supply information of the kind identified for new organisations.

6.3.2. New organisations

New organisations are defined as those in operation for less than 12 months. These organisations must provide independent evidence supporting their financial capacity and start-up capital.

If several organisations group together to form a new entity, the newly incorporated entity must provide evidence from its constituent members of their commitment to its continuing financial viability. This may take the form of articles of association, constitutions or guarantees. If the guarantor(s) is not a bank or lending institution, the guarantor(s) must provide evidence of its capacity to honour the guarantee. This may take the form of financial statements.

6.3.3. Ultimate holding entity

If a Respondent has an ultimate holding entity, the Respondent must provide a copy of any guarantee or deed of cross-guarantee from the ultimate holding entity, and financial statements and a completed financial summary table for the ultimate holding entity.

6.3.4. Trusts

If a Respondent is associated with a trust and is applying as trustee for that trust, the Respondent must provide a copy of the Trust Deed and details of the relationships between the trust and any related organisations. This includes the relevant STR for the trust.

Other documents that may help the department in assessing financial viability of trusts include:

- financial statements for the trust and related organisations, and
- an explanation of loans and borrowings between the trust and its related organisations and trusts.

If substantial monies from a trust are distributed, additional conditions, such as a financial undertaking or performance guarantee, may be required by the department in the final Deed. In this instance a Respondent may also need to provide financial statements from the guarantor(s) unless a bank guarantee is provided.

If a Respondent is associated with a family trust, the Respondent must specify family trust assets and how those assets may be used to support the trust.

6.3.5. Group Respondents

If applying as a Group Respondent, each member of the Group Respondent, including the lead member, must complete a separate Financial and Credentials Information Form and must provide supporting documentation relevant to their individual organisation. This includes the relevant STR for a Group Respondent or Tendering Group.

Copies of relevant deeds or deeds regulating the Group Respondent, including deeds of cross-guarantee, deeds of partnership, constitutions, shareholders' agreements, and the like, must be provided.

6.3.6. Sole traders

Sole trader Respondents must provide details of their individual financial position, including but not limited to bank statements and personal tax returns. Refer to Attachment 1 of the Financial and Credentials Information Form for guidance.

6.3.7. Further checks of Respondents

The department may undertake further checks of a Respondent, its subcontractors, and its relevant persons. This includes checking whether there is any information on the public record or contained in the department or other Commonwealth agency internal databases, including Fair Work Ombudsman and Fair Work Commission findings, that the department considers may adversely affect the Respondent's ability to meet its potential contractual obligations or may otherwise

represent a risk exposure for the government. The department also conducts checks for non-disclosure.

Without limitation, the department may use its internal databases holding debt, fraud and other information and will also obtain information from external parties, such as credit reference agencies and the Australian Securities and Investments Commission, to verify information provided by the Respondent and to identify any adverse information.

EXPOSURE DRAFT

7. Information technology

7.1. External Systems Accreditation Framework

Under the government's Protective Security Policy Framework¹ (PSPF), the Department of Employment and Workplace Relations (DEWR) is responsible for the protection of data entrusted in its systems and is accountable for ensuring contracted organisations and systems used in the delivery of employment services comply with relevant PSPF requirements. [PSPF Policy 6 \(Policy 6: Security governance for contracted goods and service providers | Protective Security Policy Framework\)](#) sets out the requirement for the department to ensure contracted Providers comply with the PSPF. DEWR gives effect to these obligations, in part, through the External Systems Assurance Framework (ESAF). The ESAF sets out DEWR's accreditation of External IT Systems using a RFFR approach. The department will work with DEWR to ensure that all Providers comply with requirements of the ESAF.

7.1.1. Right Fit For Risk

RFFR is the mechanism through which the department gains assurance regarding Provider and Third-Party Employment and Skills (TPES) systems, and that their operations are at an appropriate standard of security. RFFR uses the international standard ISO/IEC 27001:2022, which is contextualised for government-sponsored services by embedding controls sourced from the Australian Government Information Security Manual (ISM).

RFFR's extension of the ISO27001 standard has been formally ratified by the Joint Accreditation System of Australia and New Zealand (JASANZ) as the DESE ISMS Scheme. For further information see the [JASANZ website \(register.jasanz.org/endorsed-schemes/details/5903a7c2-0f91-eb11-b1ac-002248152afe\)](https://register.jasanz.org/endorsed-schemes/details/5903a7c2-0f91-eb11-b1ac-002248152afe).

Below are the 3 core expectation areas of importance to effective cyber security embedded in RFFR. These are minimum mandatory requirements and must be in effect at the time contracted services commence:

1. **Sovereignty of data and IT services** – the department requires that all data relating to job seekers, individuals receiving Assessment Services and services delivered will be collected, stored, accessed, and managed in Australia. To avoid doubt, this means that data is not stored, sent or accessed from outside Australia, including backups and redundancy locations.
2. **Personnel onboarding and vetting** – Providers must take reasonable steps to verify the identity of their staff, their claims to employment and where required by the roles, completion of relevant background checks.
3. **Adhering to the ACSC Essential Eight Cyber Security Strategies²** – the Australian Cyber Security Centre recommends the Essential Eight as a series of baseline mitigation strategies to make it much harder for adversaries to compromise systems. DEWR recommends meeting Maturity Level 1 for each strategy and then targeting Maturity Level 2 and 3 over the subsequent years during the RFFR accreditation maintenance cycle.

¹ Further information on the PSPF is available at: protectivesecurity.gov.au.

² [Essential Eight | Cyber.gov.au \(cyber.gov.au/acsc/view-all-content/essential-eight\)](https://www.cyber.gov.au/cyber.gov.au/acsc/view-all-content/essential-eight)

Respondents that do not hold current accreditation must complete and upload the RFFR Questionnaire with their Tender. The department will assess the Respondent's capacity to meet the 3 core expectation areas of importance.

Further information on the ESAF and RFFR process is available [on the DEWR's website \(www.dewr.gov.au/right-fit-risk-cyber-security-accreditation\)](http://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation).

Timeframes

If successful, Respondents must achieve RFFR accreditation within 9 months of the Deed commencement date and maintain compliance with the ESAF in conjunction with the related clauses of their Deed. Providers and Subcontractors will also be required to maintain their RFFR accreditation annually through the accreditation maintenance process, while informing the department of any significant changes to their organisation or ICT environment within 5 business days of the change. For those Providers and Subcontractors who had previously achieved RFFR accreditation and no longer hold a current Deed or agreement with the department, RFFR accreditation will need to be re-instated.

Within 1 month of the contracted start date: Providers undertaking the accreditation process will be required to complete **Milestone 1**.

This Milestone will demonstrate the Provider's current cyber security posture and see them allocated to one of three categories for the purposes of RFFR. The document suite required for completion relevant to the Provider's category will be communicated by the department.

Within 3 months of the contracted start date: Providers are required to display material progress towards gaining accreditation during **Milestone 2** and allow the department an opportunity to provide constructive feedback.

The Provider must submit the following documentation to the department for assessment of progress within the allocated timeframe:

- a draft scope of their Information Security Management System (ISMS),
- preliminary Statement of Applicability, identifying controls that are applicable or not applicable and the current implementation status of each,
- for medium-sized providers, a self-assessment report attesting to the conformance to ISO27001:2022, or
- for large providers, an ISO27001:2022 **Stage 1** assessment report attesting to the design of the Provider's ISMS.

Within 9 months of the contracted start date: Providers are required to submit evidence demonstrating the implementation of an ISMS that adheres to RFFR requirements.

This will include the submission of:

- a final scope of the Provider's ISMS,
- a final Statement of Applicability, identifying controls that are applicable or not applicable and the current implementation status of each,

- for medium-sized providers, a self-assessment report attesting to the implementation of ISO27001:2022, or
- for large providers, an ISO27001:2022 **Stage 2** assessment report attesting to the implementation of the Provider's ISMS.

Note: The department may request additional information to inform the accreditation decision.

7.1.2. External IT Systems

An External IT System is any system outside the department's direct control that is involved in storing, processing or transferring data relating to services contracted to be delivered on behalf of the department.

An External IT System typically includes a combination of:

- A Provider's own IT System – required for the interaction with the department's system. This includes the Provider's own network, self-hosted or managed servers, software applications, data stores and endpoint devices such as laptops, tablets, or smartphones.³
- Third party IT, including:
 - TPES systems, which are software products/services tailored specifically to the needs of the employment and skills industry. DEWR has accredited several TPES systems. Details are available on the [DEWR's website \(https://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation\)](https://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation).
 - Third Party Supplementary IT Services, which are managed by a third party under explicit direction by a Provider. For example, a third party engaged by a Provider to administer its IT systems, or destroy media, or information on the Provider's behalf.
 - Cloud Services – a Provider may use a range of cloud services to supplement their own IT system.

The Provider is responsible for ensuring their use and operations of any External IT System (including any third-party IT) meets the requirements outlined in the ESAF. The department requires assurance from Providers that appropriate security requirements and periodic performance monitoring arrangements are reflected in any agreements with third party IT suppliers.

Some third parties may be independently certified, for example, through ISO27001 or the Information Security Registered Assessors Program. However, the obligation remains with the Provider to understand the scope of any certification for the components of their External IT System, to confirm the certified configuration matches their own usage, and to ensure they are meeting any customer-specific obligations.⁴

7.1.3. Maintaining accreditation under the ESAF

Once Providers have achieved RFFR accreditation, the accreditation must be maintained for the duration of the contracted period. Providers must submit annual evidence to DEWR of their ISMS maintenance, including the outcome of their annual ISO27001 surveillance audit for Category 1

³ Further information is available at: [cyber.gov.au](https://www.cyber.gov.au).

⁴ Customer obligations are typically included in the third party's certification report or may be provided by the third party on request.

Providers. The RFFR approach also requires Providers communicate any significant changes in circumstances to DEWR within 5 business days. This includes items such as entering into a new Deed, changes in subcontracting arrangements, or the introduction of new or amendment to existing significant ICT infrastructure or systems. Further information is available on the DEWR website (<https://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation/accreditation-maintenance>).

The department requires Providers and any subcontractors to be RFFR re-accredited every 3 years. Failure to maintain accreditation or achieve re-accreditation may result in termination of the contractual arrangement between the department and the Provider.

7.1.4. Current accreditation under the External Systems Assurance Framework (ESAF)

Successful Respondents that are accredited under the DEWR's ESAF may continue their agreed Annual Maintenance and re-accreditation schedule. These Providers must assess any material impact to their ISMS with the addition of the new Deed and advise the department and DEWR accordingly. This will occur through the submission of an updated Scope document and Statement of Applicability. The department will subsequently assess any impact on the Provider's existing RFFR accreditation.

It is important to note that the total number of individuals that a Provider delivers services to, based on a combined total of all deeds and agreements that the Provider holds with the department, is relevant for RFFR purposes and should be disclosed either during Milestone 1 or through submission of a change of circumstance notification to the department.

Note: All offers of business made by the department will be conditional on progress against and achievement of accreditation under the ESAF within the timeframes advised by the department.

8. Legal and other matters

8.1. Conditions of lodgement

Respondents are responsible for ensuring they have:

- read the entire RFT, any documents referred to in this RFT, any other additional information the department may provide on its websites or on AusTender and any Addenda issued, and ensure they understand any other circumstances that may influence their Tender,
- examined all further information that is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances influencing their Tender,
- satisfied themselves as to the terms and conditions of the Draft Deed and their ability to comply,
- made their own independent assessment and investigations, and, if necessary, obtained their own legal, financial, business, or other professional advice on the RFT process, or for the purposes of preparing their Tender,
- taken note of the closing date and time and the requirement for the entire Tender to be submitted in AusTender by the closing date and time,
- satisfied themselves their Tender is complete, accurate and provides the necessary information to be assessed, and
- kept a copy for their records of their submitted Tender and all uploaded attachments.

8.2. Contracting with the department

8.2.1. Draft Deed of Standing Offer

The department proposes to enter into a Deed of Standing Offer with consistent terms and conditions with successful Respondents that is substantially in the form found at Appendix D – ESA coverage spreadsheet

To be provided with the final RFT.

Appendix E – Draft Deed. Respondents should review the terms and conditions of the Draft Deed when preparing their Tender. Respondents should seek their own independent legal advice if they have any queries or concerns regarding the Draft Deed.

Lodging a response to this RFT will constitute an offer by the Respondent to provide Assessment Services on the terms and conditions set out in their Tender and the Draft Deed.

A Tender is not taken to have been accepted by the department unless and until a formal Deed has been executed by the Respondent and the government.

8.2.2. Special Conditions

In bidding for the NPA program, where a Respondent undertakes to provide service features that are unique or innovative, that are considered by the Delegate to enhance the overall service offer and are material to the awarding of business under the Deed, these undertakings will be specified as Special Conditions in the Schedule of the Deed.

8.2.3. Novations and assignments

In the first 12 months of the commencement of the NPA program, the department will not consider requests from a Provider to assign or novate its Deed unless exceptional circumstances exist. In determining whether to approve any proposed assignment or novation due to exceptional circumstances, the department may take into account any relevant matter, including whether the department considers, at its discretion, that the assignment or novation presents a risk to the Commonwealth.

8.2.4. Guidelines

Successful Respondents will be required to observe and implement the provisions of any guidelines issued by the department.

Successful Respondents will be required to adhere to promotion and style guides issued by the department to govern promotional activity, including any obligation to:

- ensure that all advertisements, publicity and promotional materials carry the approved badging and signage, and
- acknowledge the financial and other support provided by the government.

8.3. Legal and policy requirements

Each Respondent must ensure compliance with all relevant laws and with government policy in preparing and lodging its Tender and taking part in the RFT process.

8.3.1. Privacy

In administering the Services specified in this RFT, the department is bound by the provisions of the *Privacy Act 1988* (Cth) (Privacy Act) including the Australian Privacy Principles contained in Schedule 1 to the Privacy Act. The Privacy Act regulates the handling of personal information (including sensitive information) of individuals by government agencies and certain private sector organisations, including the collection, storage, use and disclosure of that information.

Personal information (relating to the Respondent and its employees, officers and subcontractors) provided as part of lodging a Tender may be used by the department for the purposes of administering the RFT and preventing, detecting, investigating or dealing with fraud or a security breach relating to this RFT. In lodging a Tender for this RFT, as part of their declaration, Respondents warrant they have obtained consent or provided reasonable notification in accordance with the Privacy Act.

The Australian Privacy Principles that apply to the department will also apply to successful Respondents who enter into a Deed with the department. Successful Respondents will be required under the Deed to ensure that they and their agents comply with the Australian Privacy Principles. Successful Respondents will also be required to impose the same privacy obligations on any subcontractors they engage to perform all or any part of the services.

Privacy complaints may be made directly to the Office of the Australian Information Commissioner. However, the Australian Information Commissioner prefers that the department be given an opportunity to deal with the complaint in the first instance.

8.3.2. Discrimination

Services procured through this RFT will be administered in a way that supports the principle of non-discrimination.

Australia's Disability Strategy 2021–2031 calls on all Australians to ensure people with disability can participate as equal members of society and remove barriers that prevent people with disability having access to programs and services.

All Services procured through this RFT will be subject to the provisions of the following Acts, which are designed to prevent discriminatory practices:

- *Racial Discrimination Act 1975* (Cth)
- *Sex Discrimination Act 1984* (Cth)
- *Australian Human Rights Commission Act 1986* (Cth), and
- *Disability Discrimination Act 1992* (Cth).

8.3.3. Working with vulnerable people

Providers, their employees, and Subcontractors that interact with elderly people, people with disability or who are otherwise vulnerable, or children, are required to arrange, undergo and pay for all relevant working with children checks, working with vulnerable people checks and/or police checks.

Providers may be subject to the provisions of the following Acts:

- *Child Protection (Working with Children) Act 2012 No 51* (NSW)
- *Working with Vulnerable People (Background Checking) Act 2011* (ACT)
- *Working with Children (Risk Management and Screening) Act 2000* (Qld)
- *Worker Screening Act 2020* (Vic)
- *Care and Protection of Children Act 2007* (NT)
- *Children and Young People (Safety) Act 2017* (SA)

- *Registration to Work with Vulnerable People Act 2013* (Tas)
- *Working with Children (Criminal Record Checking) Act 2004* (WA), and
- any other state-based or territory-based legislation relevant to working with children.

8.3.4. Governing law

This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the laws of New South Wales. The courts of that jurisdiction have non-exclusive jurisdiction to decide any matter related to this RFT.

8.3.5. Values, code of conduct and security

The department requires its Providers (including their personnel) to conduct themselves in accordance with:

- the [Australian Public Service Values and Code of Conduct in practice](http://www.apsc.gov.au/publication/aps-values-and-code-conduct-practice) (www.apsc.gov.au/publication/aps-values-and-code-conduct-practice) set out in the Public Service Act 1999 (Cth)
- the government's [Protective Security Policy Framework](http://www.protectivesecurity.gov.au) (www.protectivesecurity.gov.au), and
- the department's security instructions as notified from time to time.

8.3.6. *Workplace Gender Equality Act 2012* (Cth)

Government policy prevents the government from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act). The Deed requires that, in performing any work or service, a successful Respondent must:

- comply with its obligations, if any, under the WGE Act, and
- if the term of the Deed exceeds 18 months, provide a current letter of compliance within 18 months from the Deed commencement date and following this, annually to the department.

Respondents should note that if during the term of the Deed, a Provider becomes non-compliant with the WGE Act, the Provider must notify the department. For further information about coverage of the WGE Act, see the [Workplace Gender Equality Agency website](http://www.wgea.gov.au) (www.wgea.gov.au).

Respondents must declare when submitting their Tender if their organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into a Deed.

8.3.7. Anti-terrorism measures

Under Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth), it is an offence to make any funds or assets available to a person or organisation on the list of persons and entities designated as terrorists. A link to the list and more information can be found at the [Department of Foreign Affairs and Trade Australia and Sanctions website](http://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx) (www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx).

The department will not enter into any contractual arrangement (that is, a Deed or contract) with a person or organisation on the list, and Respondents are required to declare when submitting their Tender that they, and any proposed subcontractors, are not listed.

8.3.8. Closing the Gap

All Australian governments are working with Aboriginal and Torres Strait Islander peoples, their communities, organisations and businesses to embed and progress, [the National Agreement on Closing the Gap](http://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap) (www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap). This work is undertaken with our partners including the Coalition of Peaks and our national, state and territory, and local jurisdictional counterparts.

Respondents should note that the requirements to achieve the Australian Government's Closing the Gap commitments may apply to the Deed and any Contracts or Work Orders issued.

8.3.9. Additional requirements

Respondents must also comply with other relevant government legislation and policies relating to the RFT process and the provision of the program, including:

- *Modern Slavery Act 2018* (Cth)
- *Division 137.1 of the Criminal Code Act 1995* (Cth)
- *Fair Work Act 2009* (Cth)
- *Ombudsman Act 1976* (Cth)
- *Public Governance, Performance and Accountability Act 2013* (Cth)
- *Work Health and Safety Act 2011* (Cth)
- *Copyright Act 1968* (Cth)
- the Commonwealth Fraud Control Framework
- the Commonwealth Procurement Rules
- the Protective Security Policy Framework
- Shadow Economy Procurement Connected Policy
- Payment Times Procurement Connected Policy
- the Commonwealth Supplier Code of Conduct, and
- any other Commonwealth legislation and policies notified from time to time.

Respondents also need to comply with any relevant state and territory laws.

8.4. Indigenous Procurement Policy

Respondents should note that the Indigenous Procurement Policy (IPP) applies to this procurement. Respondents are encouraged to familiarise themselves with the IPP. More information can be found at [Indigenous Procurement Policy](http://niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp) (niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).

The IPP aims to stimulate Indigenous entrepreneurship and business development, including through strengthening Indigenous economic participation in the supply chains of contractors to government.

At a minimum the department will apply the IPP in relation to any Mandatory Set Aside arrangements for ESAs covered by this RFT that may be considered Remote Procurements .

In accordance with the IPP, a successful Respondent to this RFT may be required under the Deed to use reasonable endeavours to increase its:

- purchasing from Indigenous enterprises
- employment of Indigenous persons.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor and/or use of Indigenous suppliers in the Provider's supply chain.

If, at any time during the term of the Deed, the Deed becomes a High Value Contract,⁵ the Provider will be required to provide the department with an Indigenous Participation Plan, setting out how their organisation intends to meet the Mandatory Minimum Requirements (MMR) for Indigenous participation. The plan would include targets for Indigenous employment and the use of Indigenous suppliers.

8.5. Sustainable Procurement Guide

Respondents should note that the Sustainable Procurement Guide⁶ applies to this procurement and they should submit a draft environmental sustainability statement with their Tender.

The Sustainable Procurement Guide provides a framework for the government to build on efforts to improve sustainability outcomes and mainstream sustainability principles in future procurement.

The Government is committed to transforming Australia's waste into a resource, where most goods and services can be continually used, reused, recycled and reprocessed as part of a circular economy.

Respondents are encouraged to familiarise themselves with the National Waste Policy and may be required to have a waste strategy in place that aligns with the National Waste Policy Action Plan.

8.6. Payment Times Procurement Connected Policy

From 1 October 2021, large businesses (annual income of over \$100 million) awarded government contracts of over \$4 million will be required to pay their new subcontracts (up to \$1 million) within 20 calendar days. Late payments of invoices in scope will incur interest penalties. This policy complements the Government Supplier Pay on Time or Pay Interest Policy. Respondents should indicate in their Tender if they are a large business for the purposes of this policy. For further information visit the Payment Times Procurement Connected Policy [website](https://treasury.gov.au/publication/p2021-183909) (treasury.gov.au/publication/p2021-183909).

8.7. Country of tax residency disclosures

From 1 July 2023, tenderers for Australian Government contracts worth more than \$200,000 will be required to disclose their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required in the Commonwealth Government procurement tender application process.

⁵ High Value Contracts as defined in the IPP means contracts that are subject to the Mandatory Minimum Requirements, which apply for contracts delivered wholly in Australia valued at \$7.5 million (GST inclusive) and above and more than half the value of the contract is spent in specified sectors.

⁶ <https://www.dcceew.gov.au/sites/default/files/documents/sustainable-procurement-guide-2024.pdf>

Respondents must provide details of their:

- country of tax residency; and
- if applicable, their organisation's ultimate parent entity's country of tax residency (if different from above).

Information to assist Respondents to understand this requirement is available at: [Country of tax residency disclosures | Treasury.gov.au](#).

8.8. Australian Industry Participation plan

The Australian Industry Participation (AIP) National Framework principles may apply to the Deed and any Contracts or Work Orders issued. More information on AIP plan requirements can be found at www.industry.gov.au/major-projects-and-procurement/australian-industry-participation.

The Department of Industry, Science and Resources will make a determination, based on the Outcome of the RFT, as to whether an AIP plan will be required from any successful Respondents.

8.9. Modern Slavery Act 2018 (Cth)

Respondents must take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services tendered for.

Respondents will be required to provide information on how they identify, assess and address risks of modern slavery practices in the operations and supply chains that will be used in the provision of Assessment Services.

If, at any time after the awarding of the Deed, the successful Respondent becomes aware of modern slavery practices in the operations and supply chains used to deliver Assessment Services, they must take appropriate action as soon as possible to address or remove these practices. This may include by addressing any practices of other entities in its supply chains.

The *Modern Slavery Act 2018* (Cth) (Modern Slavery Act) requires that the Commonwealth prepare a modern slavery statement, for a reporting period, covering all non-corporate Commonwealth entities within the meaning of the *Public Governance, Performance and Accountability Act 2013* (Cth).

The department may, by written request, require Providers to provide any information in relation to the Provider or any Subcontractors that is necessary to enable the Commonwealth to satisfy its obligations under the Modern Slavery Act. If a request is made by the department in accordance with the paragraph above, Providers must provide the required information within 10 business days of the request.

8.10. Insurance

Successful Respondents will be required to obtain and maintain the insurance specified in the Draft Deed.

8.11. Fraud

Respondents and their staff must not engage in fraudulent activity in responding to this RFT. Further, successful Respondents selected to deliver the Assessment Services and their staff must not engage in fraudulent activity in relation to their Deed.

Providers will be required to promptly notify the department of the detail of any suspected fraud and include details of any fraud awareness.

Providers will be required to take all reasonable steps to prevent fraud upon the Commonwealth in relation to the NPA program. This includes the implementation of an appropriate fraud control plan, a copy of which must be provided to the department if requested.

The department will monitor compliance matters such as fraud, wrongdoing, invalid claims, discrimination, and other potential breaches of the Deed, and raise any concerns in a timely manner. This is supported by ongoing review, contract management and a program of regular and discrete monitoring activities.

The department will apply business remedies to administrative breaches of the Deed or any of its supporting guidelines. A separate legal framework applies where intent to defraud the government is proven.

The department may exclude a Respondent from the RFT process should it become aware of information indicating that the Respondent has been involved in fraudulent activity.

8.11.1. Sharp practice

Providers must not engage in sharp practice, opportunistic non-compliance, or any other action or practice that has the effect of improperly, as determined by the department, maximising payments to, or otherwise obtaining a benefit (including with regard to performance assessment) for, the Provider or any other entity or entities. Please refer to clause XX of the Draft Deed.

Respondents may be required to address their processes for the training and management of staff, including the articulation of performance management and incentive systems that are consistent with the objectives and intent of employment services, when responding to this RFT.

8.12. Probity

8.12.1. Probity Adviser

The department is committed to ensuring that competition for the NPA program is fair and transparent. To do this, it is important that the RFT process is transparent and subject to appropriate scrutiny, and that all RFT procedures published by the department are followed.

The department has appointed the legal firm Ashurst as the external Probity Adviser. The role of the Probity Adviser is to advise the departmental Delegate (Deputy Secretary, Disability and Carers) on the probity and integrity of the RFT process. The role includes developing an overarching Probity Plan that can be applied to the RFT process and providing advice on probity issues, conducting appropriate probity training and advising on relevant probity arrangements.

The department has a complaints handling process in place for purchasing under this RFT. Persons with any concern about the probity or integrity of the RFT process can raise their concerns with the Program Manager, DES Purchasing, at DESPurchasing@dss.gov.au and where appropriate, complaints will be referred to the external Probity Adviser.

Any questions about the RFT process or Services covered by the RFT process should be lodged through the DES Purchasing Hotline at DESPurchasing@dss.gov.au.

The Australian Government will make sure that the RFT process is fair, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct, and is consistent with the CPRs.

8.12.2. Conflict of interest

Each Respondent is required to declare that, to the best of their knowledge, there is no actual, potential, or perceived conflict of interest that would prevent the Respondent entering into the Deed with the government and providing the services the subject of their Tender.

If a Respondent considers that, at the time of lodging their Tender, an actual, potential, or perceived conflict of interest concerning itself or a related entity exists or might arise during the term of the Deed or in relation to their Tender, they must declare it.

An actual, potential, or perceived conflict of interest means any matter, circumstance, interest or activity affecting the Respondent (including the officers, employees, agents and subcontractors of the Respondent) that may, or may appear to, impair the ability of the Respondent to perform the Deed diligently and independently.

A conflict of interest may exist, for example, if Respondents (including any of their officers, employees, agents, and subcontractors):

- have a relationship (whether professional, commercial, or personal) with the department's personnel involved in the evaluation of Tenders,
- have contacted any departmental personnel involved in this RFT process for the purposes of making that person an offer of employment, or
- have a relationship with, and obligations to, an organisation or person which would affect the performance of the Deed by the Respondent or would bring disrepute to or embarrass the department or the government.

In preparing a Tender for this RFT, Respondents must not involve personnel, including contractors and consultants, that have been engaged by the department in the design, development, planning and/or preparation of the NPA program. This will be regarded by the department as a clear conflict of interest.

If at any time prior to entering into a Deed with the department an actual, potential or perceived conflict of interest concerning itself or a related entity arises, or may arise for any Respondent, that Respondent must immediately notify the department at DESPurchasing@dss.gov.au.

If an actual, potential, or perceived conflict of interest arises, the department may:

- exclude the Tender from further consideration,
- enter into discussions to seek to manage or resolve the conflict of interest, or
- take any other action it considers appropriate.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct (Section 13) of the *Public Service Act 1999*.

8.12.3. Double funding

The department does not want to discourage Tenders from Respondents that receive other public sector funding. However, a Respondent cannot claim payments from the department that would constitute double funding, that is, receiving a fee from another government, state, territory, or local public funding source, including a different source within other departments, for providing the same or similar services.

An exception may be where a Respondent may receive money for Assessment Services under the National Disability Insurance Scheme, or where they work with people with disability through the DEP.

Each Respondent is asked to declare by completing Section 14 on Page 7 of the Financial and Credentials Information Form, any actual or potential contractual relationships with public funding bodies (federal, state, territory, or local government) under which it may be entitled to a fee for the provision of the same or similar services prior to a Deed being finalised.

Whenever such actual or potential contractual relationships exist, the Respondent must also provide details of the controls and arrangements it intends to put in place to ensure separation of claims, receipts, and fees from different public funding sources.

Where the department becomes aware that a Respondent has failed to disclose actual or potential contractual relationships with public funding bodies as described above, the department may, in its discretion, exclude its Tender from further consideration in this process.

8.12.4. Ethical dealing

The government's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The government requires the same standards from those with whom it deals.

Tenders must be prepared without:

- improper assistance from current or former officers, employees, advisers, contractors, or agents of the department, or from current or former ministerial advisers, or
- using information improperly obtained through a breach of confidentiality, Section 122.4 of the *Criminal Code Act 1995* (Cth), the *Public Service Act 1999* (Cth) or in breach of an obligation of confidentiality.

Respondents must not:

- engage in misleading or deceptive conduct, or make false or misleading claims or statements, in relation to their Tender or this RFT process,

- engage in any collusive responding, anti-competitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the preparation of their Tender or this RFT process,
- attempt to solicit information from or influence improperly any current or former officer, employee, adviser, contractor, or agent of the department, or from any current or former ministerial adviser, or violate any laws or government policies regarding the offering of inducements in connection with this RFT process,
- without the department's prior written consent, permit any current or former officers, employees, advisers, contractors, or agents of the department, or any current or former ministerial advisers, to contribute to their Tender or participate in any activity relating to this RFT process, if that person was involved at any time in designing, developing, planning, or managing information that is contained in this RFT process,
- engage in, procure, or engage others to engage in, any activity that would result in a breach of the Lobbying Code of Conduct (www.ag.gov.au/integrity/publications/lobbying-code-conduct), or
- otherwise act in an unethical or improper manner, or contrary to any law.

Respondents are required to make a declaration of compliance at the time of lodgement of their Tender to this RFT. The department may exclude from consideration any Tender that has failed to comply with the obligations in this Section 8.11.4 or engaged in any behaviour contrary to this section. Further, where it becomes known to the department a false declaration has been made, the department reserves the right to withdraw or terminate a Deed.

8.12.5. Competitive neutrality

Competitive neutrality requires that competition is fair and, therefore, assessments of relative performance against the selection criteria for Tenders are made on the same basis.

Respondents from the public sector should note that competitive neutrality requires that government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.

Respondents from the public sector will be required to declare as part of their Respondent Declaration that they have abided by the requirements and principles of the Commonwealth's Competitive Neutral Policy Statement (<https://treasury.gov.au/publication/commonwealth-competitive-neutrality-policy-statement>).

8.13. Information management

8.13.1. The department's confidential information

Respondents must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the department, the government or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the department and which the department indicates to Respondents is confidential or which Respondents know, or ought reasonably to know, is confidential.

The department may exclude from further consideration any Tender lodged by a Respondent who has engaged in any behaviour contrary to this Section.

8.13.2. Ownership of Request for Tender documents

All documents comprising this RFT remain the property of the department. Each Respondent is permitted to use the RFT documents only for the purposes of compiling a Tender and, where relevant, negotiating the terms of a Deed with the department.

All copyright and other intellectual property rights contained in this RFT are and remain vested in the department and any third party who has given the department permission to incorporate them into the RFT.

8.13.3. Return of information

At any stage, the department may require that all written or electronically stored information provided to Respondents, whether confidential or otherwise, and without regard to the type of media on which such information was provided to any Respondent, and all copies of this information made by Respondents, be:

- returned to the department, in which case the Respondent must promptly return all such information to the address identified by the department, or
- destroyed by the Respondent, in which case the Respondent must promptly destroy all such information and provide the department with written certification that the information has been destroyed.

8.13.4. Respondent's confidential information

The department will treat as confidential any information that is by its nature confidential and is provided by Respondents in connection with this RFT. Respondents must clearly identify in their Tender, in the 'Confidential Information' section on AusTender, what information provided in their Tender (and any attachments) they consider is confidential.

Where a Respondent has identified any terms in the Deed that it wishes to be treated as confidential, the department will treat that information confidentially, subject to that information satisfying the confidentiality test set out by the Department of Finance at: [Confidentiality throughout the Procurement Cycle \(www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle\)](http://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle).

8.13.5. Exception to disclosure of the Respondent's confidential information

The department will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information is:

- disclosed by the department to its advisers, officers, employees, contractors, or subcontractors to conduct the RFT process, or to prepare and manage any resultant Deed,
- disclosed to the department's internal management personnel, solely to enable effective management or auditing of the RFT process,
- disclosed by the department to the responsible Minister,

- disclosed by the department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia,
- shared by the department within the department's organisation, or with another government department or agency, where this serves the government's legitimate interests,
- authorised or required by law to be disclosed,
- disclosed as procurement information for annual reporting purposes, and
- in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

If a Deed is entered into, the department is also subject to legislative and policy requirements that oblige it to disclose certain information in, or in relation to, the Deed, including:

- reporting government contracts and deeds with an estimated value (including GST where applicable) of \$10,000 or above on AusTender within 42 days of entering into that contract or deed, and
- publishing on the department's website a list of contracts and deeds that have a value of \$100,000 (GST inclusive) or more, which have not been fully performed, or which have been entered into in the previous 12 months, and disclosing certain details, including the confidentiality requirements in, or in relation to, these contracts and deeds.

8.13.6. Freedom of information

Respondents should be aware that all documents created or held by the department, its contractors and subcontractors that provide services to the public or third parties on behalf of the department, are subject to the *Freedom of Information Act 1982 (Cth)* (FOI Act). Unless there is an exemption under the FOI Act to restrict disclosure of a document, it may be made available, if requested, under the FOI Act.

8.13.7. Assessment of statements made in RFT

During the term of the Deed, successful Respondents will be assessed against statements made in response to the RFT selection criteria as part of the department's performance monitoring.

8.14. Other matters

8.14.1. The department's rights and liabilities

Subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018 (Cth)*, the department will not be responsible in any circumstance for any costs or expenses incurred by any Respondent, or any other party, arising from a Respondent's participation in the NPA program procurement process.

Neither the department nor its officers, employees or advisers will be liable to any Respondent or other party in relation to the department's conduct concerning this procurement process, on the basis of any legal or equitable rights, as a consequence of any matter or thing relating to the participation of a Respondent or anyone else in this procurement process.

No contractual or other legal relationship will arise between the government and any Respondents, nominated subcontractor or anyone else until a Deed is executed by the department and the Provider.

The department may, at its discretion and at any stage of the NPA program procurement process (including during or after the evaluation process):

- vary the procurement process, including the timing and processes referred to in this RFT
- vary the content of the RFT, or any documents relating to the NPA program procurement process or the Deed
- forward any clarification of the meaning of the content of this RFT to all known Respondents and nominated subcontractors on a non-attributable basis and without disclosing any confidential information of any Respondents or nominated subcontractors
- shortlist Respondents, including Respondents that have nominated subcontractors
- obtain clarification or additional information from Respondents, nominated subcontractors or anyone else and use any such information for the evaluation of the Tender
- negotiate with one or more Respondents, including with or without shortlisting, or discontinue negotiations
- contact nominated subcontractors directly and seek further information from them in relation to any matters, including their capacity to deliver services on behalf of Respondents who have nominated them
- impose conditions on Respondents that have nominated subcontractors that the department considers necessary or appropriate
- reassess any Tender in whole, or in part, at any stage where the department considers that a Respondent or nominated subcontractor may not be able to conduct the specified services,
- vary the evaluation process to conduct a further evaluation phase
- allow the substitution of a Respondent (or its subcontractor) with another legal entity
- remove any Tender from consideration where, in the opinion of the department, the procurement process allows for the exclusion of a response
- terminate, suspend, or abandon the NPA program procurement process if it considers that no Tenders offer value for money in accordance with the terms and conditions of this procurement process, or the department otherwise determines that it is in the public interest to do so, and
- seek amended Tenders or call for new Tenders.

If a Respondent is placed under external administration, becomes insolvent or otherwise loses the capacity to enter into a Deed with the government, the department may, at its discretion, exclude the Tender from further consideration.

If the department amends any aspect of this RFT or this RFT process after the closing date and time, it may seek the submission of amended Tenders.

Without limiting the 'Disclaimer' section below, if the department terminates the RFT process for any reason, it is not liable for any costs or compensation whatsoever for the preparation or lodgement of a Tender.

8.14.2. Offers to remain open and acceptance of offer

Any Tender submitted to the department under this RFT will constitute an offer capable of acceptance by the department within a period of 12 months after the closing date and time. This is the Tender Validity Period.

A Tender is not taken to have been accepted by the department unless and until a Deed has been executed by both the department and the Respondent.

Nothing in the two paragraphs above affect the additional services clause contained in the draft Deed.

8.14.3. Disclaimer

This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any party or as creating any form of contractual (including a process contract), quasi-contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

Neither the department, nor its officers, employees, agents or advisers will be liable to any Respondent or any other party based on any contract or other understanding (including any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever, or in negligence, because of any matter relating or incidental to the RFT or a Respondent's participation in this RFT process, including instances where:

- a Respondent is not engaged to undertake the provision of the department's requirements
- a Respondent is not invited to participate in any subsequent process as part, or following completion, of this RFT process
- the department varies the RFT process or there is a change to the participating ESAs
- the department elects to enter into a Deed for all or any of the services with any party, whether or not that party was a Respondent in this RFT process
- the department decides to terminate this RFT process or not to contract for all or any of the requirements, or
- the department exercises or fails to exercise any of its other rights under or in relation to the RFT.

Participation in any stage of this RFT or in relation to any matter concerning the RFT will be at each Respondent's sole risk, cost and expense. The department will not be responsible in any circumstance for any costs or expenses incurred by any Respondent in preparing or lodging a Tender or in taking part in this RFT process or taking any action related to the RFT process.

8.14.4. Joint and several liability

Where more than one legal entity is a signatory to a Deed (that is, where the Respondent is a Group Respondent) each of those entities is jointly and severally liable for:

- the performance of all the obligations under the Deed, and
- all losses caused by any Subcontractor engaged for the purpose of the Deed.

8.14.5. Proportionate liability

The Draft Deed, which is provided as Appendix E to this RFT, is governed by the law of New South Wales and proportionate liability under the *Civil Liability Act 2002* (NSW) is expressly excluded under each Deed for all matters arising under, or in connection with, the Deed anywhere in Australia. In addition, proportionate liability is also expressly excluded in all jurisdictions that make provision for this in relation to all matters arising in those jurisdictions under, or in connection with, the Deed.

8.14.6. Tender lodgement

Respondents will enter claims against the selection criteria directly into the AusTender lodgement system, which will allow Respondents to save drafts and return to the response as often as required before finalisation and submission. For the avoidance of doubt, please note that merely **saving** a draft will not constitute submitting a Tender and it is the responsibility of the Respondent to ensure their completed Tender is **submitted** prior to the closing date and time of the RFT.

Important note:

- Respondents **must** allow enough time to complete the lodgement of their Tender prior to the closing date and time of the RFT
- each addendum **must** be read by the Respondent before submission of a Tender
- Respondents are strongly encouraged to submit their Tender well before the closing date and time to allow enough time to resolve any issue that may arise and seek help if required, and the AusTender system will not accept Tenders after the closing date and time.

8.14.7. IT tool to be used to lodge Tenders

AusTender is the tool that the department will use to receive Tenders and allows Respondents to download the relevant documentation relating to this RFT and to upload their Tender.

Organisations wishing to respond to this RFT must submit their Tender via AusTender, by the closing date and time specified in this RFT. Tenders will not be accepted by any other means (including by hand, courier, post, facsimile or email). Where there is any inconsistency between the lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.

Respondents are required to access and register via the AusTender website (tenders.gov.au), to access all related documentation. There is no fee for registering with AusTender.

If a Respondent has obtained RFT documentation from a source other than AusTender, the department does not guarantee the accuracy or currency of the documentation.

It is the responsibility of Respondents to ensure that their infrastructure, including IT operating system and browser version levels, meet the minimum standards needed for AusTender. Neither the department nor the government will take any responsibility for problems arising from Respondents' infrastructure and or internet connectivity.

8.14.8. Addenda

If the department varies the terms of this RFT (or the structure), requirements or processes referred to in this RFT prior to the closing date and time, the department will issue a formal addendum to this RFT via AusTender. AusTender will automatically issue electronic advice to those organisations

registered with AusTender in regard to this RFT. Respondents should ensure their AusTender registration details are correct for this purpose. All alterations, corrections and notices will only be available on the AusTender website, so only Respondents that have registered via the AusTender website will be provided with details of any alteration, correction or notice in relation to this RFT. Respondents will be required to log in to AusTender and collect the addenda as notified.

The department and the government accept no responsibility if a Respondent fails to become aware of any alteration, correction or notice published on the AusTender website.

If a Respondent has obtained RFT documentation from a source other than AusTender, the Respondent should register at AusTender and download the documentation for this RFT. The department will not guarantee the accuracy or currency of RFT documentation obtained from sources other than AusTender.

8.14.9. Attachments and hyperlinks

Respondents must only submit documents that have been requested by the department.

The department will not accept any attachments submitted that were not specifically requested.

Tenders must be completely self-contained. No hyperlinked or other supporting material may be incorporated by reference.

The following documents must be included with your application:

- Proof of entity type (existing Providers do not need to provide),
- ESA Coverage Area Template (mandatory for all Respondents) – **Appendix D**,
- Group tender member details, and
- Subcontractor details.

Tenders missing a mandatory attachment or with attachments that are not on the requested template may be deemed non-compliant and may be excluded from the process.

8.14.10. Changing or withdrawing a Tender

Prior to the closing date and time, a Respondent can re-open their submitted Tender to make changes. Note that after re-opening a Tender, the Respondent **must** re-submit the amended Tender.

Important: Only Tenders with a status of 'submitted' in AusTender at the closing date and time will be considered by the department.

A Respondent can withdraw from the process by re-opening a Tender and not re-submitting it.

8.14.11. Material changes

Following lodgement of a Tender, a Respondent must notify the department in writing if an event occurs at any time during the evaluation process that has the effect of materially altering either the composition or control of the Respondent or the business of the Respondent from that stated in their Tender.

If the department receives notice of a material change, the department may, at its discretion, allow for the change to be considered as part of its evaluation of the Tender or may exclude the Tender from further evaluation.

8.14.12. Incomplete Tenders and corrupt files

Incomplete Tenders, including those with electronic files that cannot be read or decrypted, and Tenders that the department believes may contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or the department's computing environment may, at the department's discretion, be excluded from the evaluation process.

8.14.13. Proof of lodgement

When a Tender has been successfully submitted, an official receipt is automatically emailed to the registered AusTender user. Respondents should save and print this receipt as proof of lodgement. Failure to receive a receipt means lodgement of the Tender has not been completed correctly.

8.14.14. Group Respondents

A group of legal entities may respond as a consortium, joint venture, or some other form of alliance ('Group Respondent') to deliver services under the NPA program.

A Group Respondent **must** specify in its Tender the business structure and arrangement under which it proposes to deliver the Services (for example consortium, joint venture, etc.).

If lodging a Tender as a Group Respondent, each member of the Group **must** individually satisfy the conditions for participation in Section 3.1. If one member of the Group fails to satisfy the conditions for participation in Section 3.1, the entire Group will be taken to have failed to satisfy the conditions for participation.

The Group **must** appoint a lead member to lodge the Tender on behalf of all members of the Group and **must** complete the **Group Respondents details** in their Tender.

The lead member entity **must** be authorised to negotiate, act on behalf of, and contractually bind each member of the Group. Each member of the Group **must** confirm the authority of the lead member entity, in writing, to contractually bind and act on its behalf to the department as part of the Group's Tender. Each member's written confirmation, detailing the scope of the lead member's authority **must** be uploaded in their Tender.

Unless the department agrees in writing to any changes to the members of a Group Respondent, the membership of the Group Respondent **must** remain as specified in its Tender:

- from the closing date and time through evaluation of Tenders up until entry into the applicable Deed with successful Respondents, and
- if the Group Respondent is a successful Respondent, throughout the Term of the applicable Deed.

Where a Group Respondent is successful, each of the legal entities that form the Group Respondent will be jointly and severally liable for:

- the performance of all the obligations under the Deed, and
- all losses caused by any Subcontractor engaged for the purpose of the Deed.

Respondents should each seek independent professional advice if they have any questions about the legal implications of different types of Group Respondent structures.

8.14.15. Subcontracting arrangements

Respondents **must** indicate if they intend for any person (or organisation) which is not an employee to perform work on the Assessment Services under the RFT. If a Respondent wishes to engage a subcontractor to deliver Assessment Services, then Respondents **must** complete the Subcontractor section in their Tender detailing the proposed Subcontracting arrangements.

Respondents agree, when completing the Subcontractor section, to the public disclosure of the names of any subcontractors and must inform the relevant subcontractor that their names may be publicly disclosed.

A nominated subcontractor may also respond in its own right in that ESA.

Respondents offered a Deed as a result of the RFT will remain responsible for the provision and quality of the Assessment Services they subcontract. As set out in the Draft Deed, successful Respondents **must** impose relevant obligations of the Deed on Subcontractors in the Subcontract. Successful Respondents **must** also ensure all Subcontractors comply with the requirements set out in any Deed entered into with the government.

Successful Respondents will also be fully responsible for:

- the actions of all Subcontractors
- all losses caused by the Subcontractors engaged for the purpose of the Deed
- obtaining a Subcontractor's agreement to the disclosure of its confidential information to the department, and
- the delivery of the relevant Assessment Services requirements.

8.14.16. Sole Traders

Respondents may tender as sole traders provided all the requirements to submit a Tender and to contract with the department are met.

8.14.17. Employees and agents of DSS

Commonwealth departments, agencies, employees or agents and local governments are not eligible to respond to this RFT.

This does not include persons who are, or may be, regarded as authorised agents of any government departments (including the department) under existing disability employment services arrangements or currently contracted with the department, or entities currently contracted with Services Australia to perform their functions.

8.14.18. Foreign companies

The department will only accept a Tender from a foreign company if it is registered under Part 5B.2, Division 2, of the *Corporations Act 2001* (Cth).

8.14.19. Competing entities

Respondents, when responding to government business opportunities, must ensure that they do not behave in an anti-competitive manner, that is, a Respondent must not:

- enter into or give effect to an agreement, or
- engage in a concerted practice,

that will substantially lessen competition in the respective market.

Subject to the exception set out below, a Respondent **must not** compete against itself within a single ESA by submitting alternative Tenders in respect of that ESA in an arrangement that could be seen as anti-competitive, for the purposes of the *Competition and Consumer Act 2010* (Cth).

For this purpose, a Tender from one entity and a separate Tender from another entity 'controlled' by the first entity will be treated as alternative Tenders, and both will be excluded.

Important: Where a Respondent retains its legal identity as a member of a Group Respondent, the Respondent cannot submit another individual response for the same ESA which it has responded as part of the Group Respondent.

For the purposes of this section 'controlled' and 'related bodies corporate' have the same meanings as in the *Corporations Act 2001* (Cth).

Where a Respondent is a related body corporate of another Respondent or an entity that has already won business from the department, the department may require the Respondent to provide evidence as part of its Tender of the degree of operational independence between the entities, and to outline appropriate mitigation strategies for any relevant probity risks (such as conflicts of interest or breaches of confidentiality).

The department also reserves the right to exclude or not award business to any Respondent that it considers has contravened these requirements or who has not proposed an adequate mitigation strategy.

Exception

A Subcontractor may be nominated as part of a Tender by one or more Respondents for the same ESA. **A nominated Subcontractor may also respond in its own right in that ESA.**

8.14.20. Unintentional errors of form

If the department considers that there are unintentional errors of form contained in a Tender, the department may give the Respondent the opportunity to correct or clarify the errors but will not permit any material alteration or addition to the Tender.

Unintentional errors of form might include, for example, situations where the department considers the Respondent has made a typographical error.

EXPOSURE DRAFT

Appendix A – Communication protocol

The following communication protocol is established to support the RFT for the NPA program.

The purpose of this protocol is to establish procedures to minimise the risk of any improper practice occurring that could influence the fair operation of the market or the probity of the RFT process. These procedures also make provision for addressing any allegation of such impropriety.

Those who may be in positions that the public could perceive as having the power to influence the operation of the RFT process have been identified as including:

- employees of the department
- ministers, parliamentary secretaries, and their staff
- parliamentarians, whether Commonwealth, state, or territory
- existing Providers and industry groups, and
- anyone else directly or indirectly involved in the procurement process acting for the department or with access to information about the department's activities that is not generally known (that is, those with 'inside' information).

The following procedures have been adopted to minimise the risk of any inappropriate influence on the RFT process and must be adhered to.

Contact with portfolio ministers

During the RFT process, portfolio ministers will continue to interact with relevant stakeholders for business-as-usual meetings, conferences, and social activities.

However, during these interactions, the only information, if any, that can be provided about the RFT process will be limited to information that is already available in the public arena. Respondents must not seek to elicit or obtain from portfolio ministers, or their staff, by direct or indirect means, any information concerning this RFT process that is not already available in the public arena.

The RFT process will be conducted by the department with all decisions made by the department in accordance with the approved delegation.

Contact with the department

During the RFT process, the department continues to interact with relevant stakeholders as a part of its ongoing business (on a business-as-usual basis), including continuing any regular discussions with a range of interest groups and industry representative bodies.

At these business-as-usual interactions, any discussions relating to the RFT process, however, will not be permitted.

The following principles will apply:

- All Respondents will utilise the process set out in this RFT to contact the department for the purpose of querying or clarifying any aspect of the RFT process.
- The department will not consider unsolicited references or responses on behalf of Providers or Respondents outside of those provided for in the RFT process.

- Respondents or other persons with an interest in the RFT process must not enter into discussions with or otherwise engage in any activity with the department, persons directly or indirectly involved in the RFT process acting for the department, and other persons who have been identified as being in positions of potential influence over the operation of the RFT process. Further, the department will not enter into discussions or otherwise engage in any activity with Respondents, or such other persons with an interest in the RFT process, where this could be perceived as influencing the operation of the RFT process.
- Views on an individual Respondent or Respondents must not be expressed to the department in a way that could be perceived as an attempt to influence the department to favour, or disfavour, any Respondent.
- Details of any approaches by or on behalf of, an individual Respondent or Respondents will be fully documented.
- Communications or conduct suspected of involving a breach of this communication protocol or of the RFT process, including any suspected illegality will be investigated and may be taken into account during the RFT evaluation process.

Assistance

Respondents will compete on the basis of fair and open competition.

Respondents must not seek help from any person in a position that the public could perceive as having power to influence the operation of the RFT process to develop their Tender. Respondents must not seek any assistance in interpreting or otherwise using any information that has been made available about, or as part of, the RFT process except as provided for in procurement documentation published by the government, such as this RFT.

Information

Except as provided in procurement documentation published by the department:

- no Respondents will be provided with information about the RFT process (including any policy matters relevant to or affecting the procurement process), and
- no Respondents will receive information about the decision-making processes.

Furthermore, the following principles will guide the department in communicating with Respondents:

- no Respondents will receive any information in advance of it being made available generally to all Respondents
- no Respondents will receive more information than is publicly available, and
- data relating to an individual Respondent will only be made available to the Respondent to which the data relates, except when the data is used for the purposes of the procurement or Deed management and associated activities such as auditing, where in the opinion of the department, information provided to one Respondent should be made available to all Respondents, that information will be distributed via an Addendum through AusTender on a non-attributable basis.

Further information on purchasing arrangements

The DES Purchasing team is the primary means of contact during the RFT process, and can be contacted on:

- **Email:** DESPurchasing@dss.gov.au

To ensure the probity of the procurement process, the DES Purchasing team cannot provide interpretation or advice on how to respond to this RFT or provide information that is not contained in the RFT or otherwise publicly available to all Respondents.

The email address is the primary mechanism for communications relating to the RFT. All persons are required to refer or direct any RFT-related enquiries to the email address.

Complaints handling

Any questions about the process or services covered by the procurement process must, in the first instance, be lodged through the Disability Employment Services Purchasing Hotline at DESpurchasing@dss.gov.au.

The department has a complaint handling process in place for the procurement process. This process requires, as is appropriate, involvement of senior management and officials independent of the process. Consistent with these requirements, persons with any concern about the probity or integrity of the procurement process can raise their concerns with the department's internal legal adviser, through [email to be added]. Where appropriate, the internal legal adviser will refer concerns to the external Probity Adviser.

Judicial Review

The *Government Procurement (Judicial Review) Act 2018* (the Act) establishes an independent complaint mechanism for government procurement processes. Further information on handling complaints under the Act is available on the Department of Finance [website \(RMG422-handling-complaints.pdf \(finance.gov.au\)\)](#).

Probity Adviser

The department is committed to ensuring that competition for the purchase and supply of Assessment Services is fair and transparent. To do this, it is important that the procurement processes are transparent and subject to appropriate scrutiny and that all procurement procedures published by the department are followed.

The department has appointed Ashurst as the external Probity Adviser. The role of the Probity Adviser is to advise the Delegate (Deputy Secretary – Disability and Carers) on the probity and integrity of the procurement processes. The role includes developing an overarching Probity Plan that can be applied to the procurement and providing advice on probity issues, conducting appropriate probity training and advising on relevant security arrangements.

Appendix B – Glossary

In this document, unless a contrary intention occurs, all capitalised terms have the meaning given to them in the list of definitions in this glossary.

Please note this glossary is provided to assist in explaining relevant terms used in this RFT, not all items are ‘defined terms’ and as such may not be capitalised throughout the document.

TABLE B1: GLOSSARY OF TERMS

Term	Definition
ABN	Stands for Australian Business Number, a unique identifier provided by the Australian Tax Office. An ABN enables businesses in Australia to deal with a range of government departments and agencies using an identification number.
Addendum/Addenda	A statement(s) of information on, or changes to the requirements in, an RFT issued on AusTender.
AusTender	A centralised online procurement information system (www.tenders.gov.au) for Australian Government agencies.
Assessment Services	Ongoing Support Assessments, Supported Wage System assessments or Workplace Modifications Services assessments (including specialist Workplace Modifications assessments).
Assessor	An individual employed or contracted by a Provider to undertake Assessment Services.
Australian Government (the government)	The Commonwealth Government of Australia as opposed to state, territory or local governments.
Bid	Part of a Tender, comprising a schedule and statement of claims against selection criteria for an Employment Services Area.
Business day	Means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
Business hours	Means from 9:00 am to 5:00 pm on a business day.
Closing date and time	The date and time, as specified by the department in this RFT, by which time Tenders must be lodged.
Commonwealth	The Commonwealth of Australia and includes officers, delegates, employees, and agents of the Commonwealth of Australia.
Commonwealth Procurement Rules (CPRs)	The rules issued by the Minister for Finance under Section 105B(1) of the <i>Public Governance, Performance and Accountability Act 2013</i> , as amended from time to time. Commonwealth Procurement Rules (www.finance.gov.au/government/procurement/commonwealth-procurement-rules).
Complaints Resolution and Referral Service (CRRS)	An independent service that works to investigate and resolve complaints about the services funded under the DSI Act.

Term	Definition
Consolidated group for tax purposes	<p>An entity that is part of a consolidated group for income tax purposes, that is a group of entities owned by a single company that is treated as a single taxpayer.</p> <p>This may be different from any declared Group Respondent or Responding Group.</p>
Consolidated group for GST purposes	<p>An entity that is part of a consolidated group for goods and services tax (GST) purposes, that is 2 or more business entities that operate as a single business for GST purposes.</p> <p>This may be different from any declared Group Respondent or Responding Group.</p>
Consortium	<p>A group of 2 or more legal entities, however constituted, other than a partnership, which have entered into an arrangement for the purposes of jointly delivering the NPA program, and which may have appointed a lead member of the group with authority to act on behalf of all members of the group.</p>
Deed	<p>The National Panel of Assessors Deed of Standing Offer 2025-2028, a draft of which is located at Appendix E.</p>
Delegate	<p>The decision-making authority for the purposes of this purchasing process.</p>
Department	<p>The Commonwealth of Australia as represented by the Department of Social Services, or other Commonwealth entity as may from time to time administer this Deed on behalf of the Commonwealth.</p>
Department's IT systems	<p>The IT systems managed by the Department of Employment and Workplace Relations, that is accessible by a Provider, through which information is exchanged between the Provider, Subcontractors, and the department in relation to the Assessment Services.</p>
Employment Assistance Fund (EAF)	<p>The EAF is a program that provides financial assistance to eligible people with disabilities and mental health conditions to purchase work-related modifications and services.</p>
Employment Services Area	<p>A geographical area identified and displayed on the Labour Market Information Portal (lmip.gov.au), as varied by the department from time to time at the department's discretion.</p>
External Systems Assurance Framework (ESAF)	<p>The method the department uses to gain assurance that the department's IT systems and data are safeguarded. The ESAF has been created to provide assurance for the department that the risk to departmental systems and confidential data stored outside of the department's ICT environment is being managed responsibly.</p>
Freedom of Information	<p>The right of Australians to information in the possession of the Australian Government, as provided under the <i>Freedom of</i></p>

Term	Definition
	<i>Information Act 1982</i> (Cth), limited only by exemption provisions as set out in the legislation.
Group Tender	A Tender submitted by a Group Respondent.
Group Respondent (or Responding Group)	A group of 2 or more entities, however constituted, which may respond to this RFT and includes a consortium, joint venture, or some other form of alliance.
Guidelines	The guidelines issued by the department in conjunction with an associated Deed to instruct Providers of Assessment Services as to how specified services should be delivered.
Indigenous Participation Plan	A plan detailing how the Respondent will meet the Mandatory Minimum Requirements for Indigenous Participation under the IPP.
Handbook	Documents that provide detailed information on the Supported Wage System and Supported Wage System Assessment Services.
Indigenous Procurement Policy (IPP)	The policy of that name and available on the Indigenous Procurement Policy website (www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).
ISO/IEC 27001:2022 standard	The international standard for information security. It sets out the specification for an information security management system.
JobAccess	The national hub for workplace and employment information for people with disability, employers and service providers.
Joint venture	An arrangement in which two or more legal entities jointly conduct a business enterprise.
Key Performance Indicator (KPI)	An indicator of performance designed to assess, address, recognise and improve the performance of the Provider in delivering Assessment Services.
Location	A defined geographic area or site within an ESA that a Provider is engaged to provide the Assessment Services rather than to the whole ESA.
Mandatory Minimum Requirements	Any requirement of that name as set out in the Indigenous Procurement Policy, or as otherwise advised by the National Indigenous Australians Agency.
National Customer Service Line (NCSL)	The NSCL is available for people with disability who may have a concern about their Provider to raise complaints or feedback.
National Standards for Disability Services (NSDS)	The NSDS include six standards that help to promote and drive a nationally consistent approach to improving the quality of services. They focus on rights and outcomes for people with disability.
NSDEP Participant	A person receiving services under the new specialist disability employment program (NSDEP).

Term	Definition
NSDEP Provider	An organisation contracted to deliver services under the new specialist disability employment program (NSDEP).
Ongoing Support Assessments (OSA)	An assessment undertaken by an Assessor to determine the level of ongoing support required for a NSDEP Participant.
Partnership	A relationship that exists between two persons carrying on a business in common with a view of profit.
Probity	Refers to procedural integrity of the RFT process, underpinned by: <ul style="list-style-type: none"> • equal treatment of all Respondents, • the quality of, and adherence to, published RFT documentation, • the evaluation processes used to ensure that there is objective and consistent assessment at each evaluation phase, by appropriately qualified and trained assessors, and • decision-making in accordance with legislative or regulatory powers and consistent with this RFT and associated documentation.
Probity Adviser	The external organisation the department has appointed to advise on the probity and integrity of the RFT process. The law firm Ashurst is the external Probity Adviser for this process.
Protected information	Has the same meaning as under section 23 of the <i>Social Security Act 1991 (Cth)</i> .
Protective Security Policy Framework (PSPF)	Assists government entities to protect their people, information and assets, both at home and overseas. It sets out government protective security policy and supports entities to effectively implement the policy across the following outcomes: security governance and information, personnel and physical security.
Provider	An organisation contracted to deliver Assessment Services under the NPA program.
Request for Tender (RFT)	This document, being the formal approach to market process for the NPA program.
Remote Procurement	Has the meaning given in the Indigenous Procurement Policy.
Right Fit For Risk (RFFR)	The government's risk-based approach to cyber security for Providers. It includes requirements in relation to Provider IT System accreditation, associated timelines, standards and guidelines and is available on the department's IT Systems or at such other location as advised by the department from time to time. The RFFR approach forms part of the ESAF.
Statement of Tax Record	A statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set

Term	Definition
	out at www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Subcontract	Any arrangement entered into by the Provider under which some or all of the Assessment Services under this Deed are provided by another entity.
Subcontractor	Any party which has entered into a Subcontract with the Provider and includes the party's personnel, successors and assigns as relevant.
Supported Wage System (SWS) assessments	An assessment undertaken by an Assessor to assess a person with disability's productivity in the workplace.
Respondent	Any person or organisation who is a prospective respondent to this RFT, and following submission of a Tender, the person or organisation who submits that Tender.
Tender	An individual or organisation's submission to this RFT.
Third Party IT system	A system supplied to a Provider, or one built or configured in-house by a Provider, to replace or be an adjunct to the IT systems provided by the department.
WGE Act	The <i>Workplace Gender Equality Act 2012</i> (Cth).
WHS Act	The <i>Work Health and Safety Act 2011</i> (Cth) and any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
WHS Laws	The WHS Act, WHS Regulations and all relevant state and territory work, health and safety legislation.
WHS Regulations	The regulations made under the WHS Act.
Workplace Modifications Services (WMS) assessments	An assessment undertaken by an Assessor to determine any equipment, modifications or other supports a person with disability may require in the workplace.

Appendix C –Employment Service Areas

EXPOSURE DRAFT

Appendix D – ESA coverage spreadsheet

To be provided with the final RFT.

EXPOSURE DRAFT

Appendix E – Draft Deed

EXPOSURE DRAFT

Appendix F – Checklist

Lodge your Tender in AusTender, allowing enough time before the closing date and time.

Before you submit your Tender, make sure you have:

- Downloaded and read the Request for Tender (RFT) documentation from [AusTender](https://tenders.gov.au) (tenders.gov.au).
- Downloaded and read the documents and forms published on AusTender in the Supporting Documents folder.
- Read the Addenda, if any, and all additional information available to you (Frequently Asked Questions, Draft Deed etc.).
- Completed the relevant questions in AusTender including:
 - Respondent details (including current and valid ABN and contact details)
 - details for Group Respondent
 - Conflict of Interest Declaration
 - confidential information
 - proposed subcontractor details (if applicable)
 - response to selection criteria including:
 - proposed Assessment Services the Respondent wishes to deliver, and
 - proposed service delivery ESAs,
 - referee details, and
 - conditionality (if applicable).
- Completed and uploaded the below Respondent forms to AusTender. These forms should be completed and submitted in their original format (unless advised otherwise) as the information you provide in these forms will be electronically extracted. Do not provide scanned copies of the forms except where specifically requested.

The Respondent forms are:

 - **Right Fit For Risk Questionnaire** (including a questionnaire for each member of a Group Respondent)
 - **Financial and Credentials Information Form(s)** (including any requested documents for each member of a Group Tender (if applicable))
 - **Subcontractor Right Fit For Risk Questionnaire(s)** (if applicable)
 - **Subcontractor Credentials Information Form(s)** (if applicable; including any requested documents)
- Uploaded the following:
 - a draft environmental sustainability statement
 - either:
 - **all required valid and satisfactory Statement of Tax Records, or**
 - **a receipt demonstrating that Statement of Tax Records have been requested from the Australian Taxation Office** (with actual Statement of Tax Records to be provided within 4 business days from the RFT closing date and time to DESPurchasing@dss.gov.au).
 - **Workplace Gender Equality letter of compliance** (if applicable)

- **Group Respondent letters of authorisation** (if applicable)
 - Letter(s) of authorisation from nominated subcontractors confirming their agreement to be engaged should the Respondent be successful (if applicable)
- Completed the 'Respondent Declaration' section.
 - Reviewed your Tender prior to submission.
 - Saved a copy of your Tender for your records.
 - Once your Tender is lodged, save the email sent to your registered email address from AusTender.

Note: The department will not accept any attachments submitted in a Tender unless those documents/ files have been specifically requested by the department.

EXPOSURE DRAFT