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Department of Education, Skills and Employment

Request For Tender

for Transition to Work

2022–27



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The document must be attributed as the Request for Tender for Transition to Work 2022–27.

Indicative timetable

The timeline below is **indicative** only and does not create an obligation on the part of the Department of Education, Skills and Employment (the department) to take any action on the date specified. The department may change any aspect of the timeframe at any time with the exception of the closing date and time and is under no obligation to advise Tenderers of any change to the timeframe.

Table 1: Indicative Timetable

Date	Key Event
25 August 2021	Release of this Request for Tender for Transition to Work 2022–27 (RFT).
25 August 2021	Information webinar – available online at Employment Services Tenders (tenders.employment.gov.au).
5.00 pm (Canberra time) **16 September 2021**	Deadline for Tenderers to submit questions and requests for clarification about this RFT. There will be no obligation on the department to respond to questions received after this time.
3.00 pm (Canberra time) **24 September 2021**	**Closing date and time for responses to this RFT.** **Responses must** be lodged via 360Pro.
December 2021	Notification of outcomes for Transition to Work 2022–27.
February 2022	Deeds entered into with successful Tenderers.
March 2022	Commencement of transition period.
1 July 2022	Commencement of Transition to Work 2022–27.

Contact details

The Employment Services Purchasing Hotline (espurchasing@dese.gov.au or 1300 733 514) is the primary means of contact during the purchasing period. Please refer to section 1.4 for information on how to contact the department regarding this RFT.

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1. About this Request for Tender

1.1. Purpose

The Department of Education, Skills and Employment (the department) is seeking responses to this Request for Tender (RFT) from entities (Tenderers) interested in delivering Transition to Work 2022– 27 (TtW).

1.2. Scope

This document should be considered together with other information about TtW on the Employment Services Tender website (tenders.employment.gov.au) or AusTender (tenders.gov.au). Tenderers must complete their responses based on the requirements outlined in this RFT.

In this document, unless a contrary intention occurs, all terms have the meaning given to them in the list of definitions in **Appendix B Glossary**. To the extent of any inconsistency between the terms of this RFT document and the Draft Deed, the Draft Deed takes precedence except where the inconsistency relates to a defined term, in which case the glossary in this RFT takes precedence for the purposes of interpreting the meaning of that defined term where it is used in this RFT.

Responses to this RFT must be submitted via the 360Pro system, not AusTender. Tenderers must access and register with 360Pro via a link on the Employment Services Tender website (tenders.employment.gov.au). All RFT documentation, including the forms that Tenderers must use when completing their response are in the 360Pro system. Registration for 360Pro is available free of charge.

In this RFT, unless otherwise stated, all payment amounts are GST inclusive and in Australian dollars.

A number of the requirements specified in this RFT may be subject to change. If there is a change to these requirements before the closing date and time, the department will issue an Addendum on AusTender and 360Pro that outlines the changes.

1.3. Information webinars

The department will conduct an industry briefing for this RFT in the form of a recorded webinar that will be available through:

- Employment Services Tender website (tenders.employment.gov.au).

The Employment Services Purchasing Hotline (the Hotline) is the primary means of contact during the Request for Tender period and can be contacted on **1300 733 514** (**Monday to Friday, 9.00 am to 5.00 pm Canberra time, excluding ACT and national public holidays**) or via email: Employment Services Purchasing Hotline (espurchasing@dese.gov.au).

1.4. Request for Tender questions

Questions and requests for clarification about this RFT must be directed to the department by:

- **Email:** Employment Services Purchasing Hotline (espurchasing@dese.gov.au)
- **Phone:** 1300 733 514, the Employment Services Purchasing Hotline (Monday to Friday, 9.00 am to 5.00 pm (Canberra time), excluding ACT and national public holidays)
- **Online:** through the department's Employment Services Tender website (tenders.employment.gov.au) Contact Us online form.

All questions and requests must be submitted to the Hotline or through the online contact form before **5.00pm (Canberra time) 16 September 2021**. There will be no obligation on the department to answer questions received after this time.

The department will publish responses to questions or requests for clarification regarding this RFT on AusTender, and 360Pro as accessed through the department's Employment Services Tender website (tenders.employment.gov.au) without identifying the source of the question or clarification request.

The department will not accept any responsibility if a Tenderer fails to become aware of any further information about this RFT that would have been apparent from a visit to AusTender.

The Hotline cannot provide interpretation or advice to a Tenderer on how to respond to the requirements set out in this RFT or provide information that is not contained in this RFT, unless that information is publicly available.

1.5. Errors and alterations

If a Tenderer believes they have found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by the department, the Tenderer should promptly notify the Hotline (espurchasing@dese.gov.au) in writing setting out the error in sufficient detail so that the department may take any corrective action it considers appropriate.

1.6. Publication of Deeds

The department is required to publish a list of all Deeds it enters into with successful Tenderers to this RFT on AusTender (tenders.gov.au).

2. About Transition to Work

This chapter provides information and background on the TtW employment service.

2.1. Background

TtW supports highly disadvantaged young people aged 15 to 24 years who are at most risk of long-term unemployment. The Service helps Participants to develop appropriate skills and attributes to attain gainful employment (including apprenticeships or traineeships), and/or connects them with education and training institutions for further education opportunities that will position them well for employment in the longer term.

Since commencing in February 2016, TtW has operated alongside jobactive (the Australian Government's mainstream employment service) to successfully provide intensive pre-employment and employment support to disadvantaged young people. As at 30 June 2021, 135,594 young people have commenced in TtW, with Providers recording 76,231 placements into employment, and 47,192 placements into accredited education and training.

The *Transition to Work Final Evaluation Report (May 2021)* (dese.gov.au/transition-work/resources/transition-work-final-evaluation-report) (the Evaluation) found that TtW provided a pathway for disadvantaged young people not in employment, education or training and had a strong effect on building a Participant's human capability.[1]

The Evaluation also found TtW achieved almost double the number of study outcomes for its Participants than jobactive for comparable young people over 12 months. There were also indications that TtW delivered wider social benefits in addition to employment and education outcomes. For example, TtW was more effective than jobactive at helping Participants avoid renewed contact with the criminal justice system.

Young people aged 15 to 24 years experience rapid biological, psychological and physical changes, as well as changes in social and economic circumstances as they begin to take on the responsibilities of adulthood.[2] As a cohort, young people are also particularly vulnerable to labour market downturns, which can have long-term effects on their ongoing participation in employment.[3] For example, the 2008 Global Financial Crisis and the end of the mining boom ushered in a downturn in the Australian labour market and had a significant and ongoing impact for the youth unemployment rate, which rose sharply from 8.7 per cent in March 2008 to 11.9 per cent in May 2009.[4] The unemployment rate

[1] The term human capability comes from economics and extends the notion of human capital beyond a narrow focus on human economic productivity to include contributions that individuals make to community and society through their social, civic and economic participation across the life course - Perales, F, Higginson, A, Baxter, J, Western, M, Zubrick, SR and Mitrou, F (2018). Intergenerational Welfare Dependency in Australia: A Review of the Literature. lifecoursecentre, University of Queensland. https://www.lifecoursecentre.org.au/research/journal-articles/working-paper-series/intergenerational-welfare-dependency-in-australia-a-review-of-the-literature/

[2] Liu, S-H and Nguyen, N, Successful Youth Transitions. Longitudinal Surveys of Australian Youth: Briefing Paper 25, 2011. National Centre for Vocational Education Research: Adelaide. https://files.eric.ed.gov/fulltext/ED524663.pdf

[3] Andrews, D., et al., The career effects of labour market conditions at entry, OECD Productivity Working Papers, 2020.; Fontenay, C. et al., Climbing the jobs ladder slower: Young people in a weak labour market, Productivity Commission Staff Working Paper, 2020.

[4] Gilfillan, G. Developments in the youth labour market since the GFC, Australian Parliament House, Statistics and Mapping Section, Research Paper, 2016.

then rose steadily to 13.9 per cent in September 2014 followed by a gradual decrease in the rate to 11.6 per cent in March 2020. [5]

The global pandemic has had a similarly adverse impact on young people, with youth unemployment spiking to 16.4 per cent in July 2020 and remaining high at 10.2 per cent, as at June 2021. This is more than double the rate for all persons (4.9 per cent).[6] There is a risk that many disadvantaged young people will be left behind in the recovering economy, with long-term implications for them, their families, the community, productivity and the broader economy.

These negative effects can be mitigated by supporting disadvantaged young people to engage in education and/or successfully transition into employment thereby reducing the likelihood of prolonged unemployment.

A youth-specialist service enables the delivery of best practice services that help more disadvantaged young people make positive transitions from school to work.[7] This includes facilitating work experience and participation in targeted training as an effective way to move young job seekers into stable employment, as well as enabling young people with multiple barriers to receive case management and intensive support.[8]

From 1 July 2022, TtW will expand to operate as the government's youth-specialist employment service under the New Employment Services Model. This is consistent with the Government's Priority Investment Approach to Welfare and the G20 commitment to reduce the number of young people who are not in employment or education by 15 per cent by 2025.

The expanded TtW represents a $1.2 billion investment (over the forward estimates), designed to improve employment and education outcomes, and the lives, of disadvantaged young people.

In June 2021, the department released a Consultation Paper seeking comment on the proposed implementation settings of this expanded model from 1 July 2022. The department received 34 responses from various stakeholders, of which 25 agreed for their responses to be published. These responses can be viewed on the department's website (dese.gov.au/transition-work/consultations/transition-work-consultation-paper-submissions).

Feedback received through the consultation process has informed this RFT.

[5] Gilfillan, G. Developments in the youth labour market since the GFC, Australian Parliament House, Statistics and Mapping Section, Research Paper, 2016.
[6] *Labour Force, Australia – June 2021,* (https://www.abs.gov.au/statistics/labour/employment-and-unemployment/labour-force-australia/latest-release)
[7] International Labour Organisation, *Skills for Employment Policy Brief – Increasing the employability of disadvantaged youth,* 2011; OECD, *Investing in Youth: Australia*, OECD Publishing, Paris, 2016
[8] OECD, Investing in Youth: Australia, OECD Publishing, Paris, 2016.

2.2. Transition to Work objectives

Successful Tenderers will deliver a TtW service that supports, assists, and empowers Participants to:

- overcome and sufficiently manage their Vocational and/or Non-vocational barriers to employment and education
- gain and retain sustainable employment, including apprenticeships or traineeships
- engage in targeted education and training that will help them obtain stable employment in the longer term
- develop and enhance their employability skills and work readiness
- identify and explore career options that suit their aptitude and interests, including identifying further education opportunities
- recognise and address mental ill-health concerns for young people, particularly following the impact of COVID-19
- make informed decisions about their pathways to employment and education.

Tenderers should refer to Section B1 – General Requirements of the Draft Deed for full details of TtW objectives.

2.3. Key features of Transition to Work

TtW is well-regarded and has achieved strong outcomes for young people. The department considers TtW success stems, in part, from the following key features:

- **a strong collaborative approach** – with open sharing of best practices and successful strategies across Providers facilitated by one TtW Provider operating exclusively per Location.
- **flexibility** – with Providers able to determine the nature of appropriate activities that will best support the development of young people who participate on a voluntary basis (the Targeted Compliance Framework does not apply to TtW).
- **eligibility for disengaged young people not on Income Support** – disengaged young people, not on Income Support, who meet eligibility criteria will be able to participate in the Service.
- **a fit for purpose and demand driven funding model** – TtW's funding model is weighted more to service fees than outcome payments to ensure upfront investment in eligible young people and at a level that supports low consultant to Participant caseload ratios. It puts equal value on Education and Employment outcomes.
- **the Youth Bonus Wage Subsidy** – Providers can offer a Youth Bonus Wage Subsidy of up to $10,000 to encourage employers to give job seekers a go, covering costs such as hiring, onboarding, or training expenses.

2.4. Service requirements for Transition to Work

2.4.1. Overarching experience and capability

Tenderers will need to demonstrate they have:

- existing networks with employers, community services and schools in the Location(s) and/or Employment Region(s) for which the Tenderer is bidding
- experience in working successfully with difficult to engage young people and/or those who have complex Non-vocational barriers
- a track record of providing employment and education (or similar) assistance in the Location(s) or Employment Region(s) for which the Tenderer is bidding
- a culture of continuous improvement and innovation to ensure that Participants receive the best possible support to gain and retain suitable employment
- a commitment to and support youth consultation and engagement to ensure that young people have a voice in the development of services they receive and government policy.

2.4.2. General service delivery requirements

TtW Providers are expected to deliver services that engage Participants for 25 hours per week (for those participants with full-time obligations) and which:

- provide support that reduces the risk of Participants becoming or remaining long-term unemployed
- are high quality, personalised, culturally competent and holistic
- engage proactively and cooperatively with other services in the community, including programs and services provided by the Commonwealth, state, territory or local governments, private and community organisations and stakeholders, other employment services providers, and schools and education institutions in the Provider's Location(s)/Employment Region(s)
- deliver high quality, tailored services to employers based on their recruitment needs, helping them to fill vacancies and enabling young people to meet employer's needs
- align employment pathways of Participants with the skill needs of the local labour market, matching employers with candidates who have the skills they need and providing those candidates with post-placement support
- will contribute to addressing areas of skill shortage and boosting the productive capacity of the workforce.

2.4.3. Specific service delivery requirements

Services are expected to include an appropriate mix of individual, group and self-directed activities that will help young people gain and retain sustainable work or participate in education aligned to local employment opportunities.

The department considers in person face-to-face servicing a key element of the intensive, holistic service Participants will receive in TtW and this to be the primary engagement method. Innovative servicing, such as virtual service delivery, can also be delivered to compliment face-to-face servicing.

Work Health and Safety is a fundamental requirement Providers must have regard to when referring Participants to activities. Providers must make sure Participants are always safe when participating in activities. Work Health and Safety requirements need to be assessed at the outset when contemplating whether an activity is suitable.

Successful Tenderers will demonstrate strategies that deliver servicing, support, and regular ongoing contact with Participants to assist them with the following:

- developing and agreeing to a Job Plan, as recorded in the department's IT systems, and provided to a Participant in a hard or soft copy, tailored to the Participant's needs [9]
- helping Participants access employment or apprenticeship or traineeship opportunities
- accessing, where appropriate, education/training courses to help them complete Year 12 or gain a vocationally orientated Certificate III qualification
- developing vocational skills, (for example providing support to address language and literacy issues through referrals to Skills for Education and Employment (SEE) or the Adult Migrant English Program (AMEP)), or to undertake training relating to a specific job, as well as practical skills development such as gaining a driver's licence
- improving foundation employability skills, such as the ability to work in a team, communication skills, motivation and reliability and willingness to work
- purchasing training, equipment or other work-related items using Upfront Payments to improve a Participant's work readiness, or ability to find and keep a job
- providing career advice, preparing a résumé, developing job applications, linking existing skills to career paths, and identifying ways to fill any skill gaps
- providing coaching in interview techniques and personal presentation assistance
- organising pre-employment opportunities to prepare Participants and for employers to trial TtW Participants, including work experience, internships, and work trials
- helping Participants to relocate to take up available work in another location, including providing relocation assistance to support their moving costs where required
- helping Participants navigate the wide range of different government and community supports/services for young people to address Non-vocational barriers, including socio-cultural issues, personal issues, legal and environmental issues (e.g. housing)
- providing an integrated and coherent response to mental health and suicide prevention support, particularly by leveraging any mental health services for young people available in their local communities
- raising awareness and promoting benefits of other programs that support employment and education opportunities (such as the JobTrainer initiative, the Local Jobs Program, and the School Leaver Information Service) to Participants

[9] The Job Plan sets out the agreed activities the Participant will undertake to improve their Work Readiness and meet their Mutual Obligation requirements, where relevant, under Social Security Law. The Job Plan is required to be regularly reviewed and updated as the Participant progresses towards employment and to reflect changes in circumstances.

- providing meaningful post-placement support including, regularly monitoring Participant's placements to ensure the needs of employers are being met, Participants feel supported to stay in employment and outcomes are sustained
- actively engaging young people in the design and delivery of service strategies.

Tenderers must outline any additional services for young people that they intend to deliver over and above the aforementioned requirements.

Tenderers should refer to Section B1 – General Requirements of the Draft Deed for a complete description of the service requirements.

2.4.4. Eligibility for Transition to Work

From 1 July 2022, and consistent with the New Employment Services Model, young people eligible for TtW will be able to exercise choice where they are eligible to access more than one type of Provider assisted service (e.g. Specialist Enhanced Services). Information for job seekers on the New Employment Services Model can be found New Employment Services Model - Information for job seekers (dese.gov.au/new-employment-services-model/resources/new-employment-services-model-information-job-seekers).

Young people eligible for TtW will be connected to this service by default, unless the young person is eligible for an alternative Provider-assisted service and elects to exercise that choice.

2.4.5. Eligibility assessment for Transition to Work

Eligibility for TtW will be assessed through the department's new Job Seeker Assessment Framework (the Framework). The Job Seeker Classification Instrument (JSCI) is at the core of the eligibility assessment and will be supported by additional assessments that consider elements such as job seeker resilience and digital literacy.

Eligibility for TtW will be identified through a matrix of vocational and non-vocational risk factors informed by the JSCI, departmental data and stakeholder feedback received in response to the Consultation Paper[10]. The matrix will be designed to better identify young people who face a heightened risk of not successfully transitioning to employment.

Young people identified as being at higher risk by the matrix will be eligible for TtW, while those identified as being at lower risk will be referred to Enhanced Services or Digital Services. For

[10] Consultation Paper feedback identified more than 30 risk factors, including issues such as: early school exit, mental illness, alcohol/drug dependency, domestic/family violence, intergenerational welfare, disability, refugee status, sexual/gender diversity, poverty, lack of family support or positive role models, poor digital literacy or access to telecommunication devices, lack of transport, exiting from Out of Home Care, and poor language, literacy and numeracy skills. A number of these factors are identifiable through the JSCI and the Framework. The department aims to include as many of these identified factors as possible in the risk matrix and will consider weighting based on the results of data analysis (in terms of quantifiable impact by these risk factors on the achievement of positive outcomes) and evaluation evidence.

avoidance of doubt, only young people assessed as having the ability to self-manage their pathway back to employment will be referred to Digital Services.

The core eligibility requirements that apply to young people in TtW are:

- aged from 15 to 24 years on Commencement in the Service, and
- an Australian citizen, or
- the holder of a permanent visa, or
- a nominated Visa Holder (including a New Zealand Special Category Visa, Temporary Protection Visa Holder, and a Safe Haven Visa Holder).

TtW will target 2 groups of young people who are at risk of long-term unemployment. The eligibility requirements for the groups vary.

In addition to the core TtW eligibility requirements, young people must also meet the criteria set out in Table 1.

Table 1

Group One	Group Two
Includes a young person who: • is receiving Youth Allowance (other), JobSeeker Payment or any other 'activity tested' Income Support payment – excluding Youth Allowance (student), and • is assessed by the department as being at higher risk of not successfully transitioning to employment.	Includes a young person who: • has not been awarded a Year 12 Certificate or a Certificate III or higher, (there are some exceptions, in particular for Indigenous young people) • is not receiving an Income Support payment with Mutual Obligation requirements • is not already participating in employment services, and • has worked less than 8 hours per week for 4 weeks, and • has been disengaged from either school or training for 4 weeks.

2.4.6. Referral to Transition to Work

Young people will be referred to TtW through different pathways, reflecting the different circumstances of young people. This can be via:

- the New Employment Services Gateway[11] (the Gateway), which generally includes job seekers who are in the process of claiming Income Support
- a Services Australia referral, or
- direct registration with a Provider, as long as the young person is eligible for the Service using Group Two eligibility criteria (refer to Table 1).

An eligible young person will generally be referred to an Enhanced Services Provider where there is no available TtW Provider servicing the young person's Location or Employment Region. Eligible young people may also choose to travel to another Location or Employment Region where TtW is available. For the avoidance of doubt, the department requires TtW Providers to accept referrals of eligible young people that are located outside the Provider's respective Employment Region or Location, where agreed to by the department and as expressed in the Deed Schedule (for example, via the specification of outreach servicing strategies). This will generally be in circumstances where the alternative Location is more accessible to the young person.

2.4.7. Participant duration of service

TtW is a time-limited Service. All eligible Participants will be entitled to receive up to 18 months of servicing from a TtW Provider.

In recognition of the expanded eligibility for TtW from 1 July 2022, and in accordance with stakeholder feedback, an additional 6 months of servicing will be available to a smaller group of young people who are assessed as having more complex Non-vocational barriers. These young people may remain in TtW for a maximum period of 24 months.

TtW Providers will complete an Additional Servicing Assessment (ASA) to determine whether a young person requires an additional 6 months of support. If required, the ASA will be conducted between the completion of 16 and 18 months of servicing. This will ensure that Providers have had sufficient time to establish trust with the young person and identify any issues that may not have been disclosed through the initial JSCI or any subsequent Change of Circumstances Reassessment. It will also ensure young people have had well over a year of individualised support to assist them to address any barriers to education and/or employment they may have had.

The ASA will include a JSCI Change of Circumstances Reassessment and consideration of other factors, such as any progress towards a Participant's education or employment goals. Where a Provider considers a Participant requires additional servicing, despite an ASA outcome that indicates lower risk factors, the Provider will be able to authorise additional servicing for the Participant based on documentary evidence, such as, medical evidence from a specialist, or a statutory declaration

[11] The New Employment Services Gateway (Gateway) is supported by Services Australia and operates to refer job seekers claiming income support to an appropriate service.

from an outreach organisation. The department will closely monitor the use of Provider authorisation as part of the Provider performance reviews and assurance activities.

The maximum duration of service in TtW for a Participant will exclude any periods of absence including suspension from employment services (for example due to an exemption from Mutual Obligation requirements granted by Services Australia).

2.4.8. Caseload and funded Places

Successful Tenderers will be contracted to service a number of TtW funded Places within an Employment Region. Each funded Place is expected to support participation for approximately 2 Participants at different points in time, on average, per annum. For example, if a Provider is contracted for 80 Places per annum in an Employment Region, this would suggest an annual caseload of around 160 Participants would be expected to receive services.

The Service has been designed for at least 90 per cent utilisation of funded Places at any given point in time to help ensure efficient use of taxpayer funds. However, flexibility will apply to the utilisation of Places and there may be periods of high demand where a Provider has more than 100 per cent utilisation of Places (that is, more Participants than the number of funded Places).

2.4.9. Transition

Transition arrangements will be put in place to move from the Transition to Work Deed 2016– 2022 to the Transition to Work Deed 2022–2027, which commences on 1 July 2022.

Current Providers must continue to provide services in accordance with the Transition to Work Deed 2016–2022, unless notified otherwise by the department.

Advice on transition arrangements will be notified to current Providers during the transition period, which is anticipated to commence approximately 3 months before the commencement date.

The department is committed to working with current Providers to resolve any issues that arise during the transition period. A transition mailbox will be available for any transition related enquiries.

The department will communicate with transitioning Participants about the new arrangements including, where applicable, any change in their Provider. The department will also provide information for employers on new employment services arrangements.

The objective of transition is to achieve a smooth and timely transfer to the future arrangements with minimal disruption for Participants, employers, and Providers. The following key principles will guide transition:

- Job seeker disruption should be minimised, and processes automated where possible.
- Job seekers have autonomy and play a key role in choosing how they can be best serviced in the New Employment Services Model.

- Digital-eligible job seekers are empowered to primarily self-manage their transition, with support through the digital platform. Appropriate support will be available, if required, to assist these job seekers.

Most of the existing TtW Participants are expected to remain in the TtW service at transition. Participants from other employment services may also transition to TtW, subject to eligibility.

Advice will be provided by the department to current Providers about arrangements for referrals from Services Australia during the transition period.

Payment arrangements for current Providers will be managed in accordance with the Transition to Work Deed 2016–2022, with Providers having access to the department's IT system for up to 12 months post 30 June 2022, to receive any Outcome Payments due.

2.4.10. Mutual Obligation requirements

Participants receiving activity-tested Income Support will fully meet their Mutual Obligation requirements by participating in TtW. Participants are expected to participate in TtW for 25 hours per week (or 15 hours per week for Principal Carer Parents or where young people have an assessed Partial Capacity to Work).

TtW Providers will determine the appropriate mix of individual, group and self-directed activities for a Participant to meet their weekly participation requirement. This may include:

- attending appointments with the Provider
- job search and employability skills focused activities
- voluntary work or paid employment
- activities hosted by the Provider or a third party to help young people improve their vocational and related skills
- attendance at education and training courses and attending a range of activities/interventions to address Non-vocational barriers.

Providers will have a high degree of flexibility to determine what can count towards this 25 hour a week requirement for individual Participants.

2.4.11. Participant compliance arrangements

The Targeted Compliance Framework (TCF) will not apply to TtW Participants. However, in recognition that around 22 per cent of activity tested Income Support Participants referred to TtW do not commence, an Income Support Payment suspension mechanism will apply to help facilitate successful commencement in the Service.

Eligible young people receiving activity tested Income Support will have up to 3 opportunities, without providing a reasonable excuse over a reasonable period of time, to attend their first appointment with their TtW Provider. After this, their Income Support payments will be suspended until they attend their first interview. The young person will be issued a warning about the

consequence of not attending the Initial Interview and will be notified of the Income Support suspension if it is applied.

The suspension will be lifted on attendance and Participants will receive all back-pay. A young person who fails to attend the final opportunity to commence with the TtW Provider, and who therefore has a temporary suspension of payment will either attend an appointment or be exited from the Service should the suspension last more than 28 calendar days.

The department is seeking to implement this mechanism in a way that minimises the impact on the Provider's relationship with the young person. TtW Participants who repeatedly fail to meet their weekly participation requirements will be exited from TtW and be referred to an Enhanced Services Provider. The young person will then be subject to the TCF.

Once a young person has commenced in the Service no further Income Support Payment suspensions will be applied, while they remain in TtW.

The Service Guidelines for Providers will also allow reasonable discretion when deciding when and how a Participant who has commenced in service will be exited due to ongoing non-compliance.

2.4.12. Low Participant to consultant ratio

Providers will be expected to have a low Participant to consultant ratio due to the nature of the Service and the expected level of investment in eligible young people. This approach will support local delivery of individually tailored and holistic services to Participants to help them overcome or sufficiently address a range of personal barriers and build their work readiness. Tenderers will be required to nominate this ratio in their Tender response. Successful Tenderers will be expected to deliver on this commitment over the life of the Deed.

2.4.13. Complementary and excluded programs and services

TtW Providers are expected to work closely and collaboratively with local community and education organisations that offer complementary programs and services to support young people to achieve employment and education.

At the same time, the government seeks to minimise the duplication of similar programs and services or outcomes that are already paid for by government. The department reserves the right to exclude certain programs and services and will apply the principles in Table 2 when determining whether a service is complementary or excluded.

Table 2

Complementary	Excluded
Participants can engage concurrently in programs and services designed to benefit young people that are different from the core service offering funded through TtW. For example: • direct participation in education and training, including SEE and AMEP, Job Trainer and other subsidised Vocational Education Training (VET) courses and alternative education programs • supports for employers to hire, train, or sustain employment including wage subsidies outside of TtW, apprenticeship support services and Vocational Training and Employment Centres support. (Note that Internships and Wage Subsidies available under Youth Jobs PaTH are part of the core TtW service offering.) • participation in the ParentsNext program that provides pre- employment support services • participation in programs and services that assist Participants to address and/or overcome Non-vocational barriers, such as Headspace for those with mental ill-health, drug and alcohol rehabilitation services, domestic violence and other related family services and criminal justice system support programs.	Participants cannot participate concurrently in other employment programs and services funded by the Australian Government. For example: • Enhanced Services, Disability Employment Services or the Community Development Program • activities or programs fully funded by the Australian Government where the Participant will receive support that the Provider is being funded to deliver, for example, Work for the Dole • activities or programs funded for the specific purpose of services to support the young person to be work-ready for employment.

Further details on complementary and excluded Services will be provided in the Guidelines.

2.4.14. Youth Advisory Sessions

TtW Providers will be required to deliver Youth Advisory Sessions (YAS) to young people in Digital Services. Young people will be eligible for up to a maximum of 3 YAS if they are:

- aged 15 to 24 years
- participating in Digital or Voluntary Online Employment Services.

TtW Providers should ensure Session content is flexible and based on the Session Participant's needs.

Topics that may be covered in these Sessions include (but are not limited to):

- advice on education and training options
- advice on local labour market opportunities, both now and in the future
- résumé writing assistance
- job interview tips
- different ways to apply skills
- support to grow skills and build expertise
- support to stay motivated, resilient and reduce isolation
- career advice
- information on, or connection to, other government assistance or local community services that may help the Session Participant such as mental healthcare Providers, housing services, financial management guidance, or the School Leavers Information Service.

TtW Participants are not eligible for YAS as they already receive this type of assistance from their Provider.

2.4.15. Services to employers

The department expects that TtW Providers will have comprehensive strategies in place to deliver high quality services to employers. Providers must work actively with employers to:

- support and fulfil their recruitment needs
- ensure Participants meet employer needs and are supported to settle into a job
- provide regular Post Placement Support, including frequent contact during the initial job or education placement to ensure the Participant is settling in and any issues are identified quickly and addressed
- ensure employers' expectations are being met and that the placement has the best chance of being sustained.

TtW Providers will be expected to use targeted industry projects and solutions, in combination with training and programs like those listed below to better connect young people with employers, and vice versa.

Workforce Specialists

The New Employment Services Model will include a panel of Workforce Specialists to deliver projects to meet the workforce needs of identified key industries and occupations, connecting them to suitable job seekers in Digital Services and Enhanced Services. A Workforce Connections Plan will be developed to identify key priority industries and occupations for targeted investment as part of this initiative. Organisations engaged to deliver TtW including their related entities will not be eligible to be a member of the Workforce Specialist Panel.

Employability Skills Training (EST): TtW Providers may place Participants into EST, on a fee- for- service basis. EST helps Participants to enhance their employability skills and offers industry focused training that is directly relevant to the local labour market through Block 2 courses. Participants may be matched into a PaTH Internship, if suitable, at the conclusion of the training.

Youth Jobs PaTH Internship (PaTH Internship): TtW Providers will be able to arrange a workplace trial between 4 to 12 weeks, for Participants aged 17 to 24 years. This is an important tool for TtW Providers to be able to help young people gain valuable experience and give them the opportunity to demonstrate their skills to businesses looking to hire. Providers will be eligible for a $1,000 Upfront Payment for directly sourcing and managing the placement.

National Work Experience Program (NWEP): TtW Providers will be able to arrange NWEP placements for the small number of eligible participants who may still be in TtW at 25 years old and over[12]. NWEP offers a workplace trial to job seekers, aged 25 and over, to gain experience and confidence, while demonstrating skills to potential employers who are looking to hire. Providers will be eligible for a $1,000 upfront payment for directly managing the placement.

Wage Subsidies: The government funds wage subsidies through TtW. Providers will be able to offer a Wage Subsidy of up to $10,000 to assist employers with the costs of hiring and training a young person who is eligible for a Wage Subsidy. Indigenous Participants will be eligible from date of entry into TtW, for all other Participants on Income Support, eligibility will commence after 6 continuous months in employment services, including TtW.

Relocation Assistance: Providers will also have access to a separate demand-driven relocation assistance fund to support Participants to relocate to take up work in another location.

2.4.16. Movement between Transition to Work and other employment services

Job seekers eligible for TtW will be able to exercise choice of service where they are eligible to access more than one type of Provider assisted service.

Where a job seeker commences in an employment service managed by the department, other than TtW, and is later identified as eligible for TtW, and a TtW Provider is available near where they live, the job seeker will have the option to move to TtW.

2.4.17. Exits from Transition to Work

TtW Providers and Enhanced Services Providers will be expected to cooperate when helping young people move between employment services.

Participants with Mutual Obligation requirements who have been in TtW for the maximum service period of 18 or 24 months (depending on their individual circumstances) will exit the Service and be transferred (based on an assessment of their needs) to either Digital or to an Enhanced Services

[12] Participants who turn 25 years of age while in TtW may remain in the program until they reach their relevant maximum duration of service period.

Provider. Participants with Mutual Obligation requirements who opt out of TtW, or are exited by the TtW Provider for not meeting their participation requirements, will be referred to Enhanced Services.

TtW Providers must ensure a smooth handover for any Participant who is subsequently referred to an Enhanced Services Provider. At a minimum, TtW Providers will be required to:

- Organise and attend an initial planning meeting with the Participant and the Enhanced Services Provider prior to the date of exit. This meeting will focus on setting expectations and identifying what type of activities are most appropriate for the Participant to enable the Enhanced Services Provider to prepare a suitable placement, where required.
- Organise and attend a Commencement meeting with the Participant and the Enhanced Services Provider. This meeting will be the formal handover of the Participant into Enhanced Services.

Enhanced Services Providers will be required to cooperate with TtW Providers when Participants are exiting from TtW to Enhanced Services. Guidelines and other departmental documents will provide further information on this process.

If the TtW Participant becomes eligible for Digital Services, the TtW Provider is required to ensure the Participant:

- is comfortable navigating the Digital Services platform
- understands that they may opt-out of Digital Services and transfer to Enhanced Services if their circumstances change and they need additional support
- understands they can access YAS if they require this support in the future.

If a TtW Provider determines a Participant is unsuitable for TtW (for example, the Provider believes the job seeker's barriers would be better addressed by a Specialist Enhanced Services Provider or Disability Employment Services) during the Initial Phase of servicing (that is, the 4 weeks from the Commencement date), a referral can be made to the relevant employment service, for example Enhanced Services or Disability Employment Services, without this impacting on their performance against the Key Performance Indicators (KPIs).

2.4.18. Performance and quality

The department is committed to ensuring TtW Providers deliver effective, high quality and professional services to Participants and employers in a timely manner.

To support this, there will be an overarching TtW Performance and Quality Framework tailored to reflect the nature of TtW and focused on ensuring employers and Participants receive a quality service that meets their needs.

The Performance and Quality Framework will be module based to enable a holistic assessment of Provider performance. There are 5 independent performance modules, each focused on a different element of the Service.

Provider performance will be considered against all modules in the TtW Performance and Quality Framework. The TtW Providers will need to achieve a specified level of performance in each module to be assessed as performing satisfactorily or above.

Targeted actions designed to drive performance improvement in relation to one, or multiple measures, will be available for use under the Deed. A hierarchy of remedies, including Performance Improvement Plans, reallocation of business and/or termination of contract will be applied based on the Provider's performance over time.

Action, such as the reallocation of business, may be taken in circumstances where a Provider has demonstrated ongoing poor performance in at least 2 of the 5 modules. The department will make every effort to work with Providers to improve their performance before such action.

Individual elements of the Performance and Quality Framework may be adjusted prior to the commencement of the Transition to Work Deed to ensure it fully supports the policy intent of TtW. This includes testing the validity of individual KPIs. The department also reserves the right to introduce additional KPIs (which will reflect the objectives of the measures outlined below) following detailed testing and analysis, as well as consultation with relevant parties.

2.4.19. Education and employment module

This module is made up of 3 Education and Employment KPIs. This places equal import on education/training outcomes and employment outcomes in recognition of the importance of education and training for young people in the TtW cohort to improve their work readiness and employability skills.

The Education KPI will measure the proportion of the Provider's caseload that has participated in education in the last rolling 12-month period and is likely to, or has, met the criteria for an Outcome Payment.

The Employment KPI will measure the 12- and 26-week outcome rates a Provider has achieved in a rolling 12-month period. An outcome rate is the percentage of Participants who achieve a 12- or 26- week Employment Outcome out of all Participants who have been in the Service long enough to achieve one.

In recognition of higher relative funding and a lower Participant to consultant caseload ratio, TtW Providers will be expected to achieve a higher outcome rate for young people than that achieved by Enhanced Services Providers for similar participants in the same Employment Region.

The department will establish bandwidths that TtW Providers will be expected to perform within to exceed the outcome rates achieved by Enhanced Services Providers. For example, the bandwidths may be 25 per cent or more above Enhanced Services outcome rates for the same period, or 15 to 24 per cent above, or 5 to 14 per cent above.

Performance within these bandwidths will be measured against comparative Enhanced Services Provider performance. The use of these bandwidths will provide flexibility in the event of labour market changes between performance periods and will recognise low, medium and high Provider

performance. The department will adjust the bandwidths corresponding to medium and high performance as the contract progresses to drive performance improvements, or in recognition of changes to the labour market.

A third KPI will monitor Provider performance in supporting Participants with more complex Non- vocational barriers. This KPI will measure the education/employment outcome rate achieved by Providers for the smaller group of Participants who receive an extra 6 months of servicing.

2.4.20. Progress to employment module

This module will measure Provider performance in developing the human capability of Participants and their progress towards employment over time, including stronger labour market attachment.

Specific to the individual barriers/issues for each Participant, this module will measure the milestones being achieved, or competencies gained that help the Participant move towards employment in each 6-month period of service.

The module will capture the intervention/assistance facilitated by the Provider that contributed to the milestone or competency achieved by each Participant. For example, this could include help for the Participant to:

- overcome homelessness, manage mental health issues, improve literacy or learn financial management skills
- attain Certificate I or II qualifications, micro-credentials and work specific licences (such as Responsible Service of Alcohol, Forklift Licence, First Aid, Safe Food handling, White Card), or
- obtain a driver's licence.

Providers will be required to record key barriers for each young person and subsequently report on a Participant's progress addressing these as a result of tailored assistance from their Provider.

2.4.21. Quality of service module

There will be 3 KPIs under this module, which will be assessed every 6 months. They are:

- Account Manager assessment of quality of service provided to Participants.
    - This measure will include consideration of quantifiable data, such as use of referrals to activities and complementary community support programs, regularity of appointments, Job Plan individualisation and use of internships.
- Account Manager assessment of quality of service provided to employers.
    - This measure will include consideration of employer related information, such as how well Providers leverage opportunities and programs, for example, the Local Jobs Program, Employment Facilitators, Employment Liaison Officers and whether the Provider is expanding its network of return-business employers, etc.
- A 'Found own Employment' (FOE) KPI proxy for quality of service to young people measured over each 6-month performance period.

- This measure uses the proportion of job placements recorded in the system as 'found own employment', as a proxy for Participant service quality.
- The proxy will be tested through Post Program Monitoring survey data of TtW Participants, to confirm that the FOE indicator largely matches Participants' experience of whether their Provider helped them secure the job placement.
- The department reserves the right to change this benchmark based on contemporary experience, for example, where FOE rates change.

2.4.22. Efficiency of service module

There will be 4 KPIs under this module:

- Timeliness of Referral Commencements – Providers will be expected to commence a certain percentage (for example 80 per cent) of referrals within 5 business days of the date of referral. This will be measured over a rolling 12-month period.
- The proportion of all Referrals that commenced – Providers will be expected to have commenced a certain proportion (for example 90 per cent) of all referrals they have received over a rolling 12-month period.
- Active servicing of Participants – Providers will be expected to have future appointments and activity/intervention referrals scheduled for a high percentage of their Participants (for example 80 per cent) at any given point in time. This will be measured over a rolling 12-month period.
- Utilisation of Places – Providers will be expected to maintain an average utilisation rate of at least 90 per cent over a rolling 12-month period.

2.4.23. Deed compliance and contract management module

The objective of this module is to ensure that Providers continue to meet the standards required to operate and demonstrate desired values and behaviours. Performance will be assessed over a rolling 12-month period.

Performance against the components in this module will be assessed by Account Managers with input from the department's TtW program area. The module will include:

- compliance with the Deed
- delivery against the Service Guarantee (refer to Appendix E) setting out the standard of service delivery that Participants and Employers can expect from a Provider. The Service Guarantee must be provided to Participants and employers.
- delivery against commitments in the Service Delivery Plans outlining the agreed suite of services to be delivered by individual TtW Providers, including highly flexible strategies that are appropriately tailored to meet the circumstances of individual Participants, employers and other stakeholders. Tenderers are required to submit a draft Service Delivery Plan within 4 weeks of being notified of the provisional acceptance of their response. The format of the Service Delivery Plan is at the discretion of the Provider; however, it is expected that it will be easily understood by Participants, employers and stakeholders and reflect the service delivery undertakings made in their Tender response:

- The department will work with Providers to finalise the Service Delivery Plan to ensure it is consistent with the undertakings made in the response. Once agreed, the Service Delivery Plan becomes a schedule to the Deed and is subject to Deed provisions.
- The department reserves the right to retract offers of business if the Service Delivery Plan does not match the services described in a Provider's Service Offer, if the Provider is late in providing the Service Delivery Plan, or if the contents of the Service Delivery Plan cannot be agreed with the department.
- The department recognises that during the Deed period, labour market conditions may vary and adjustments to the Service Delivery Plan may be appropriate to ensure services are meeting the needs of Participants and employers. Providers may request a variation to the Service Delivery Plan provided it does not materially alter the Service Offer made in the response to this RFT.
- The department reserves the right to apply remedies – as outlined in Section A4.3, part 51 of the Draft Deed - if Providers do not deliver the services as outlined in their Service Delivery Plan.

The performance of individual Providers will be regularly assessed by the department and may be used to determine Deed extensions and/or remedies, including termination of the Deed or allocation of business to other Providers.

2.4.24. Bi-annual performance assessment

The department will undertake bi-annual performance reviews to assess Providers' performance against all modules in the TtW Performance and Quality Framework.

The department will undertake Program assurance activities and conduct regular meetings with Providers to monitor and discuss performance. Formal performance reviews will commence progressively from June 2023 and then 6-monthly thereafter. The department may gather information on a Provider's performance from a variety of sources, including through client satisfaction surveys and post-program monitoring surveys.

The achievement of outcomes for Indigenous Participants and other highly vulnerable groups (including those who have complex Non-vocational barriers) is a program priority. The department will continue to monitor Provider performance in assisting these groups.

2.5. Outcomes

More than one outcome can be achieved for each Participant.

2.5.1. Employment Outcomes

An Employment Outcome is 12 cumulative weeks of employment during a Participant's time in the Service. The 12 cumulative weeks can be comprised of multiple periods of at least 4 weeks.

For Participants receiving Income Support:

- with full-time Mutual Obligation requirements, employment must reduce Income Support by at least 60 per cent over 2 Income Support reporting fortnights (or 4 weeks)
- with part-time Mutual Obligation requirements of 30 hours or more each fortnight, employment must be an average of 10 or more hours per week
- with an assessed Partial Capacity to Work due to disability, employment must be on average at least 70 per cent of the minimum number of hours per week in the range as assessed and advised by Services Australia; but not less than an average of 8 hours of work per week.

For Participants not receiving Income Support, employment must be on average 15 or more hours per week.

A Provider will be able to claim an Employment Outcome for pre-existing employment where it increases to either full-time employment, or to a level that reduces Income Support to nil. Pre-existing employment is employment that started prior to a Participant's Commencement in the service.

2.5.2. Education Outcomes

An Education Outcome for all Participants occurs on:

- **attainment** of a Year 12, Certificate III, or higher qualification, **or**
- 26 consecutive weeks' full-time **participation** in:
    - a Certificate III course or higher qualification (including a Diploma, Advanced Diploma, Associate Degree or Bachelor's Degree, or University Bridging Course), or
    - secondary education leading to Year 12, or
    - participation in the SEE or AMEP programs.

A claim can only be made for either attainment or participation in respect of the same participant, not both.

Completion of Certificates I and/or II will not count towards an Education Outcome. A Certificate III is the equivalent to a Year 12 Certificate and is the mechanism for paying outcomes.

Online education will be allowed, with evidence, although it is not the preferred method given the characteristics of the target group. Providers may be required to produce documentary evidence, at the department's request, which demonstrates consideration of why non-face-to-face education was preferred/required.

If the Participant has part-time Mutual Obligation requirements, or a Partial Capacity to Work, the education hours required to achieve an Education Outcome will be commensurate with their capacity.

2.5.3. Hybrid Outcomes

A Hybrid Outcome is 12 consecutive weeks combining education and employment for 25 hours (or 15 hours if part-time Mutual Obligation requirements apply) per week on average.

2.5.4. Sustainability Outcomes

Sustainability Outcomes are 26 weeks of employment or Hybrid Outcomes. This is achieved over the 14 consecutive weeks that immediately follow a 12-week Employment Outcome, or a Hybrid Outcome.

2.5.5. Outcomes – verification

Providers will be required to collect evidence for employment-related Participant Outcome claims where those claims cannot be verified by Services Australia data confirming a Participant has met their minimum working hours requirements or reduced their rate of Income Support.

Providers will be able to lodge a Pay Slip Verified Claim, supported by appropriate evidence (e.g. pay slips, payroll summary, education certificate, or other appropriate evidence in accordance with Guidelines) where it is not possible to verify an Employment Outcome claim through Services Australia data (e.g. where a Participant is not in receipt of an Income Support Payment).

2.5.6. Contract management arrangements

The department will develop a joint Charter of Deed Management that sets out the expectations, roles, and accountabilities of each party.

Each Provider will have a departmental Account Manager who will manage the relationship with the Provider. At the local level, departmental Contract Managers (based in each state) will undertake assurance activities, such as monitoring and Site visits, and report findings to the Account Manager.

If the department is not satisfied with the performance of a Provider, it will work in the first instance with the Provider to improve their performance and meet KPIs or Service Delivery Plan commitments. If performance is not improved to the department's satisfaction over a reasonable timeframe, the department has the right to reduce or terminate business and reallocate it to another Provider.

Providers must comply with Guidelines issued by the department. Relevant Guidelines may include, but are not limited to, a range of TtW Guidelines and promotion and style guides issued by the department that govern promotion activities.

Where financial viability issues are identified during the Deed period, the Provider may be requested to provide the department with a full set of financial statements. If the Provider is part of a consortium, this request may include a full set of financial statements from all consortium partners. The department may also recover funds, including interest, where payments to Providers have resulted in Provider debts to the government.

2.5.7. Provider fees and payments

The payment structure for TtW includes both an Upfront Payment and Outcome Payments to drive high performance. The Outcomes and relevant payments are listed in Table 3.

Table 3

Payment type	Fee (GST Inclusive)
Upfront	$6,028
Employment Outcome	$3,980.90
Education Outcome	$3,980.90
Hybrid Outcome	$3,980.90
Sustainability Outcome	$3,980.90

The Upfront Payment is designed to allow Providers to fund services or activities that will support a Participant to overcome or sufficiently manage their Vocational and Non-vocational barriers, participate in education, increase work readiness, and gain employment.

Upfront Payments will be paid to a Provider at the commencement of the Deed and thereafter at the start of each subsequent financial quarter for each Employment Region. The payment will be calculated using a formula that multiplies the Upfront Payment amount by the number of days from the Service start date until the end of the relevant financial quarter, and then divide by the number of days in the relevant financial quarter.

Outcome Payments will be paid as the relevant outcome is achieved.

2.5.8. Mid-term adjustment

There will be a mid-term fee adjustment of 6.8 per cent for Upfront Payments and Outcome Payments from 1 July 2025.

2.5.9. Additional funded Places

Where a Provider is allocated an additional Place by the department part way through a financial quarter, the Upfront Payment for the Place in that financial quarter will be paid on a pro-rata basis.

The department is working to automate key parts of the review and allocation of Places.

2.5.10. Youth Advisory Sessions

Providers will also be eligible to receive $125 (GST inclusive) for each attended YAS, or a partial payment of $62.50 (GST inclusive) for any YAS not attended or cancelled by the Participant less than 2 calendar days prior to the appointment date.

2.5.11. Conditionality

Tenderers can choose to specify conditionality of coverage in nominating Location(s) in an Employment Region that they would only service on the condition that they were exclusively allocated other Location(s) in the same Employment Region. For example, a Provider may elect to only offer outreach services in Location X if they are successful in gaining Location Y within the same Employment Region.

Tenderers may not specify that their provision of TtW in one Employment Region is conditional on being offered TtW in another Employment Region.

2.5.12. Department's IT system

The department's IT system will be tailored to TtW. It will interface with Services Australia's system. IT functionality will be available from 1 July 2022 with further improvements being released progressively. Functionality will include (but is not limited to) the ability:

- to enable Participants to be referred to the Service from:
  - the Gateway
  - Services Australia, or
  - other services or Providers in the New Employment Services Model.
- to directly register a Participant
- to enable the Income Support Payment suspension mechanism designed to help encourage attendance at the Initial Interview
- for TtW Providers to view their caseload
- to refer Participants to a range of different employment and education related activities
- to claim payments
- to support the Additional Services Assessment
- to place Participants into employment and internship/NWEP vacancies
- for Providers to record information that will be used as part of the Performance and Quality Framework
- to upload Service Delivery Plans
- to enable a streamlined Place allocation
- for Participants to search for TtW Providers on Australian JobSearch
- to provide YAS to eligible Digital Services Participants.

3. Lodging a response

This chapter outlines the arrangements for responding to this RFT for Transition to Work 2022–27.

The department's intention is to select a mix of Providers, including for-profit and not-for-profit organisations, across Australia. Providers will be contracted to deliver TtW to a proportion of eligible young job seekers in an Employment Region or Location.

Tenderers to this RFT must register with the 360Pro response portal, which must be accessed via a link on the Employment Services Tender website (tenders.employment.gov.au) to complete and lodge their response to this RFT.

3.1. Bid ranges

Tenderers will be required to nominate the minimum and maximum percentage of total funded Places that they would be able to service across an Employment Region. For example, Tenderers may advise they intend to service up to 100 per cent of the Employment Region's total funded Places. Appendix D provides a view of current funded Places per Employment Region as at 1 July 2021.

3.2. Conditions for participation

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

1. Exist as a legal entity capable of entering into the respective service 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 4 below, as applicable to the Tenderer, by the closing date and time, or
    b. hold a receipt demonstrating that the STR(s) referred to in Table 4 below, as applicable to the Tenderer, have been requested from the Australian Taxation Office 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, or hold a receipt demonstrating that the STR has been requested from the Australian Taxation Office by the closing date and time, for any first tier subcontractor that it proposes, as part of its 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 Tenderer's personnel.

If a Tenderer 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 are to be treated as a 'condition for participation'.

Note to Tenderers: Tenderers 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 these conditions for participation relating to a Statement of Tax Record.

Table 4: Statement of Tax Record requirements

If the Tenderer / 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 contract 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 Tender)	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 the: (i) the GST Group member; and (ii) the GST Group representative.

3.3. Minimum content and format requirements

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

- the Tender must be written in English
- the Tender must include the Tenderer's current and valid Australian Business Number (or, if the Tenderer is a Group Tenderer, a current and valid Australian Business Number for each member of the Group Tenderer)
- the Tenderer must address each Selection Criterion and provide all other information required by this RFT. To satisfy this requirement, the Tenderer must complete the RFT response and submit all forms provided in the response pack through 360Pro.
- the Tender **must** include a copy of either:
    - the STR(s) as referred to in section 3.2, as applicable to the Tenderer, by the closing date and time; or
    - a receipt demonstrating that the STR(s) has/have been requested from the Australian Taxation Office in respect of the Tenderer, in which case the required STR(s) must be provided within 4 business days from the closing date and time to the Employment Services Purchasing Hotline (espurchasing@dese.gov.au)
- the Tender must include their proposed Indigenous Participation Plan.

If the department considers, in its sole discretion, that a Tenderer'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 Tenderer the opportunity to correct or clarify the error, but will not permit any material alteration or addition to the response, in accordance with section 8.11.19 Unintentional errors of form.

If the department gives a Tenderer an opportunity to correct an unintentional error of form, it will give the same opportunity to all Tenderers 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'.

3.4. Employment Regions, Locations, and coverage

The TtW services procured through this RFT will cover the 51 Employment Regions around Australia (excluding Yarrabah, Queensland and Norfolk Island). Maps of each region are at Attachment D to this RFT.

Tenderers may apply to deliver Services in one or more Employment Regions. In doing so, Tenderers may apply to deliver Services for the entire Employment Region or part of an Employment Region by nominating the specific Location(s) within the Employment Region.

Where a Tenderer does not intend to provide TtW across an entire Employment Region, the Tenderer should identify, where possible, the Locations(s) for which they are tendering. In exceptional circumstances, a Tenderer may propose an alternative boundary within the Employment

Region. These Tenderers should include a description of the area within the Employment Region they intend to deliver TtW. The description must be able to be understood by people not familiar with the Location. It could include postcodes and street names as boundaries and refer to identifiable geographical features that the department can identify on a map of the area, or to Statistical Areas Level 2 geographical regions as specified by the Australian Bureau of Statistics.

Not all submitted Locations may be approved for service by the department.

Note: Final business allocation for successful bids will be linked to postcodes within an Employment Region or Location(s) as set out in Attachment D.

Information on Employment Regions can be found at the Labour Market Information Portal (lmip.gov.au).

3.4.1. Physical Sites and accessibility of services

Tenderers to this RFT must provide details of proposed service delivery Sites, including whether Services will be available from the specified Sites on a full-time, part-time or outreach basis. In doing so, Tenderers must describe the measures and protocols in place to ensure privacy for job seekers discussing complex barriers and sharing sensitive information. Tenderers must propose at least one Site from which they will provide TtW services in each Employment Region (or Location) in which they are bidding to deliver those services.

Each nominated Site must be identified as one of the following types:

- a **permanent full-time Site**, which, as a minimum, would operate Monday to Friday from 9.00 am to 5.00 pm daily
- a **permanent part-time Site**, at which there is a regular weekly presence with hours of operation less than a full-time Site
- an **outreach Site**, at which there is not a permanent presence, for example, operating on a monthly, seasonal or 'as needs arise' basis at a local library, town hall or other venue.

Tenderers should note that the department reserves the right to negotiate with them in relation to the Sites and locations of those Sites as nominated in their Tender where the department considers, in its absolute discretion, that it is necessary to do so in order to achieve the objectives of this TtW program and this RFT process.

TtW Providers will be required to make available self-help facilities – such as computers, Wi-Fi, telephone or printing facilities for any Participant to access for free, to support Participants to improve their employment prospects.

To avoid doubt, accessibility of services for Participants includes, but is not limited to, premises that are accessible to all Participants (including those with disability) and are proximate to frequently visited services, amenities, and transport networks.

4. Selection criteria

Tenderers must choose the Employment Regions or Locations within an Employment Region in which they wish to provide TtW.

Tenderers will enter claims against selection criteria directly into the360Pro which will allow Tenderers to save drafts and return to the response as often as required before finalisation and submission. It will also allow Tenderers to reuse and edit previous responses in a single data entry, multiple use approach to Tender lodgement.

The selection criteria are grouped into 3 areas of capability as listed below:

- organisational capability
- tailored services
- local knowledge and connections

Tenderers to this RFT will be required to respond to targeted questions under each area of capability.

In responding to the selection criteria, Tenderers should refer to Section 2 of this RFT and the Draft Deed, Section B1 – General Requirements.

4.1. Organisational capability

It is expected that a Tenderer will only need to address Selection Criterion 1 once, including the provision of supporting information, irrespective of how many Employment Regions or Location(s) for which the Tenderer is bidding.

4.1.1. Selection Criterion 1

Total character limit: 12,350 (including spaces and carriage returns)

Weighting: 30 per cent

This criterion seeks information about the Tenderer's proposed service model and delivery framework, and how it will ensure the delivery of high-quality pre-employment and employment services for youth at risk of not making a successful transition from school to work.

Note: Tenderers must upload their organisation/operational structure as part of their response. For the avoidance of doubt, the organisation/operational structure should be a diagram that sets out the organisation's internal operating structure. The diagram should not include text relating to people, roles, or the organisation. The department will exclude from consideration any diagram that fails to meet these requirements.

1.1 Explain the key design and operational elements of the proposed service model, including the guiding principles, values, and service vision, and how the model will be effective in delivering against the objectives of TtW. (*2500 Characters)*

1.2 Provide details, including examples that show your organisation's past experience working with young people at risk. *(2500 Characters)*

1.3 What is the proposed Participant to employment consultant ratio and how will this support the effective delivery of TtW? (*1000 Characters)*

1.4 Describe your organisation's approach to workforce planning and development, including staff recruitment, training and support systems that advance TtW objectives. (*1300 Characters)*

1.5 In relation to your organisation/operational structure how does the reporting and program management system drive continuous improvement? Include details of your complaints handling model. *(1300 Characters)*

1.6 In relation to your organisation/operational structure how does the governance system and procedures ensure currency and compliance with contractual obligations, relevant legislation and internal controls e.g. risk, fraud, access, etc? *(1250 Characters)*

1.7 In relation to your organisation/operational structure how does the governance and program management system safeguard employees and program participants? *(1250 Characters)*

1.8 Explain the approach to business continuity and disaster management as it relates to continuity of service delivery. *(1250 Characters)*

4.2. Tailored services

Tenderers must address this criterion and associated questions and provide supporting information for each Employment Region or Location(s) selected. Tenderers will be able to reuse and edit responses to allow adjusting of similar responses to different Employment Regions or Locations.

4.2.1. Selection Criterion 2

Character limit: 12,000 (including spaces and carriage returns)

Weighting: 35 per cent

This criterion seeks information about the Tenderer's capability and approach to tailoring and adapting its service model to meet the diverse needs and achieve outcomes for all TtW participants within the specific Employment Region or Location for which it is Tendering. Tenderers should refer to Section 2 About Transition to Work and specifically, Sections 2.3 and 2.4 when responding to this criterion.

Notes: Tenderers should note, each criterion will be read and assessed in isolation. Tenderers must answer each criterion as a discrete response avoiding repetition and cross-referencing of other criterion responses.
360Pro functionality supports the reuse and editing of previous responses. Click on the question mark in the bubble on the right-hand corner of each page for system help.

In this Employment Region or Location, describe your organisation's service model and how it will:

2.1 be developed, including how it will ensure young people's views are reflected in the service design to ensure your services remain relevant to the current and future needs of TtW participants *(2000 Characters)*

2.2 be promoted to attract eligible participants and ensure all young people, irrespective of circumstances, can access the Service easily *(2000 Characters)*

2.3 use in person, face-to-face and alternative service delivery methods to ensure Participants receive the best possible support and experience a reduced risk of becoming or remaining unemployed *(2000 Characters)*

2.4 ensure employment and training opportunities are generated for Participants and Participants are supported to take these up, including opportunities in other Locations *(3000 Characters)*

2.5 drive tailoring of services to engage and meet the needs of a broad range of TtW Participant cohorts, including difficult to engage young people and those with complex barriers, from diverse backgrounds and with mental health issues who are experiencing challenges connecting to appropriate support services. Provide verifiable examples or detailed case studies to demonstrate the success and effectiveness of the approaches. Note: Examples should clearly demonstrate the link between the outcome and the service model. *(3000 Characters)*

4.3. Local knowledge and connections

Tenderers must address this criterion and associated questions and provide supporting information for each Employment Region or Location. Tenderers will be able to reuse and edit responses to allow adjusting of similar responses to different Employment Regions.

Notes: Tenderers should note, each criterion will be read and assessed in isolation. Tenderers must answer each criterion as a discrete response avoiding repetition and cross-referencing of other criterion responses.
360Pro functionality supports the reuse and editing of previous responses. Click on the question mark in the bubble on the right-hand corner of each page for system help.

4.3.1. Selection Criterion 3

Character limit: 8,000 (including spaces and carriage returns)

Weighting: 35 per cent

This criterion seeks information about the Tenderer's knowledge of the local labour market and economy, and its local networks and connections that can be leveraged to create and support employment and education opportunities for young people in the Employment Region or Location for which it is Tendering. Tenderers should refer to Section 2 About Transition to Work and specifically, Sections 2.3 and 2.4 when responding to this criterion.

In this Employment Region or Location, describe how your service model and delivery approach:

3.1 supports strong connections with, for example, local employers, schools, community, and other service providers to deliver coherent Service Offers for young people that create pathways to sustained Education and Employment Outcomes. Include examples of recent local collaborations and/or describe proposed strategies to support place-based solutions to challenges and issues faced by young people locally. *(3000 Characters)*

3.2 successfully uses local resources and connections to provide a broader range of supports to young people, including those that foster and develop personal characteristics such as resilience, and those that showcase and promote what young people can do. Include recent examples or detailed case studies where the approach has been used successfully in this or a similar Employment Region/Location. *(3000 Characters)*

3.3 will deliver high-quality and tailored services, that contribute to addressing local areas of skill shortage and meet employer and industry needs, including employers or industries that operate across Locations or Employment Region boundaries. *(2000 Characters)*

4.4. Indigenous Procurement Policy

In evaluating responses, Tenderers will be assessed on their proposed Indigenous Participation Plan and the extent to which it details the use of Indigenous Enterprises in their supply chain and promotes the employment of Indigenous Australians through the delivery of the Deed.

4.5. Benefit to the Australian economy

Tenderers will be assessed on the extent to which the Tender will achieve economic benefit for the Australian economy.

4.6. Referees

The department may contact nominated referees to seek clarification of information provided, information on the Tenderer's claims against the selection criteria or information concerning the Tenderer (including its past performance) generally. If a Tenderer 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 Tenderer's response.

In responding to this RFT, all Tenderers must provide names and contact details for at least 2 referees, excluding the department and its staff, who are able to verify the Tenderer's claims against the selection criteria if required.

The department also reserves the right to contact any persons, including referees, 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 Tenderer.

5. Evaluation of responses

This chapter describes the department's process for evaluating responses.

5.1. Evaluation process

The department will evaluate responses using a staged process:

- Stage 1 – Receipt and screening of responses
- Stage 2 – Assessment of responses against areas of capability and selection criteria
- Stage 3 – Right Fit For Risk assessment
- Stage 4 – Financial viability assessment
- Stage 5 – Value for money assessment and recommendations
- Stage 6 – Negotiations with Tenderers and final decisions.

The department reserves the right to conduct some or all of the following 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.

Tenderers should note, for the evaluation process, each criterion will be read in isolation as a discrete response. Tenderers should answer the criteria and relevant questions directly, avoid repetition and cross-referencing of other criterion responses. 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 Tenderers (including members of a Group Tenderer which are not the lead member) or nominated Subcontractors, to clarify aspects of their response 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 Tenderer.

The department also reserves the right to exclude from consideration any response 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 responses

Each response will be downloaded by the department from 360Pro after the closing date and time and will be checked to ensure that the:

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

5.1.2. Stage 2 – Assessment of responses against areas of capability and selection criteria

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

In assessing the Tender response, the department will consider each selection criterion in isolation. Tenderers must ensure all claims against specific criterion are provided within that section.

For the absence of doubt, in assessing selection criteria, the department will not refer to or consider other sections or information provided elsewhere in the Tender response, unless stated otherwise.

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

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

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

Nevertheless, Tenderers 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 will determine the status of a Tenderer's accreditation or readiness to achieve accreditation under the External Systems Assessment Framework (ESAF). The department will consider the information provided by the Tenderer in the Right Fit For Risk Questionnaire and/or as well as any other information held by or available to the department in relation to the capacity of the Tenderer to comply with obligations set out in the ESAF.

5.1.4. Stage 4 – Financial viability assessment

Tenderers 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 Tenderer.

To determine the financial viability of Tenderers, the department will consider the information provided by Tenderers 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 Tenderer 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.

As outlined in the Commonwealth Procurement Rules (CPRs), achieving value for money is the core principle underpinning government procurement. In the case of TtW, the department's assessment of value for money will include:

- assessment of Tenders against the areas of capability categories and selection criteria
- consideration of the diversity, scope, and viability of the Provider market to encourage innovation in the delivery of the Services
- assessment of the breadth of coverage to maximise access for individuals, employers, and stakeholders
- consideration of the effectiveness of the proposed Indigenous Participation Plan to strengthen Indigenous economic participation in the supply chains of contractors to government
- consideration of the benefit of the Tenderer's offer to the Australian economy
- consideration of the risk to the Australian Government, and
- a desire to obtaining the highest possible quality in service delivery.

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 the guidance issued by the Department of Finance titled 'Consideration of broader economic benefits in procurement', and any other relevant procurement policy.

5.1.6. Stage 6 – Negotiations with Tenderers and final decisions

Following the closing date and time, the department may:

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

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

Tenderers should, however, note that the department intends on having common terms and conditions regarding TtW for all successful Tenderers.

The Deputy Secretary—Employment and Workforce Group 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.

5.2. Changes in requirements and demand for employment services

In submitting a Tender, the Tenderer acknowledges and agrees that, as set out in the Draft Deed, it is also making an offer to the department that, if the Tenderer is engaged as a Provider, the department may ask the Tenderer to provide additional services to the department. To avoid doubt, this includes providing TtW in additional Employment Regions 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 Providers

Should the RFT process fail to produce enough Providers for a particular Employment Region, 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 Tenderers will be notified in writing if their Tender is successful or unsuccessful.

All Tenderers to this RFT will be entitled to a verbal debriefing upon request, 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 considering any relevant COVID-19 measures at the department's discretion. All costs incurred by the Tenderer to attend a debriefing will be at the Tenderer's expense.

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

All requests for debriefs will be received via the Employment Services Purchasing Hotline (espurchasing@dese.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 Tenderer, its employees, officers, partners, associates, subcontractors or related entities. The department may exclude a response from further consideration if the Tenderer does not provide, at its cost, all reasonable assistance to the department in this regard.

Tenderers **must** submit a completed **Financial and Credentials Information Form** and provide the most relevant information to demonstrate its financial viability. In the case of a Group Tenderer, each member of that Group Tenderer must supply the information requested in its application.

The department may exclude a response from further consideration:

- if the Tenderer 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 Tenderer may be considered financially viable to meet the requirements of this RFT
- whether there are any circumstances that may adversely affect the Tenderer's ability (and its subcontractors' abilities where it has subcontracting arrangements) to meet its contractual obligations for at least the relevant Deed period (the credentials check)
- 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 response by, for example, requiring the Tenderer to provide a Deed of Financial Undertaking and Performance 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 Tenderer to satisfy the department of its financial viability to meet the requirements described in this RFT. If a Tenderer does not provide all information requested by the department, or if the Tenderer 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.

Additional Deed conditions, such as (without limitation) the provision of a Deed of Financial Undertaking and Performance Guarantee, or more frequent provision of financial statements, may be required by the department as a result of the financial viability assessment.

To enable the department to assess a Tenderer's financial viability, each Tenderer, and in the case of a Group Tenderer, each member of that Group Tenderer, should supply the information requested

in this RFT. Each Tenderer must submit a completed **Financial and Credentials Information Form** and provide the most relevant information to demonstrate its financial viability.

Tenderers **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
- include all notes to the statement(s)
- 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, Tenderers **must** provide the auditor's report and any management letters from the auditor.

Tenderers must provide audited financial statements as described below:

- Tenderers 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 s111AC 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
- associations incorporated under the state or territory associations' incorporation laws, which specify that financial statements must be audited.

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

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

- if the financial statements provided by the Tenderer are in a different name or the accounting period has changed, a satisfactory explanation, with supporting documentation, must be provided
- if the Tenderer has recently merged with another organisation, the terms of the merger and ownership of assets and responsibility for liabilities must be provided
- if assets are recorded in the balance sheet that are not owned by the Tenderer, 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 Tenderer has access to additional funds, documentary evidence should be included that substantiates:

- a bank loan
- a line of credit
- access to financial support
- 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

Tenderers must provide further relevant information that includes:

- descriptions of any recent changes of substance in the Tenderer'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 Tenderer's ability to perform the services
- a summary of any court actions, charges, liens or encumbrances affecting any assets of the Tenderer
- the Tenderer's ultimate holding entity, if any, respective related corporations and their respective directors, and any shares in the Tenderer, its ultimate holding entity and their respective related corporations
- any other factors the Tenderer wishes to describe to support its demonstration of financial capacity.

For the purpose of conducting financial viability assessments, the department may contact Tenderers 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 Tenderer requires supplementation to undertake the Service, the Tenderer 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 other than a bank or lending institution, the guarantor(s) must provide evidence of capacity to honour the guarantee. This may take the form of financial statements.

6.3.3. Ultimate holding entity

If a Tenderer has an ultimate holding entity, the Tenderer must provide a copy of any guarantee or cross Deed of Indemnity 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 Tenderer is associated with a trust and is applying as trustee for that trust, the Tenderer must provide a copy of the Trust Deed and details of the relationships between the trust and any related organisations.

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

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

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

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

6.3.5. Group Tenderers

If applying as a Group Tenderer, each member of the Group Tenderer, including the lead member, **must** complete a separate **Financial and Credentials Information Form** and must provide supporting documentation relevant to their individual organisation.

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

6.3.6. Sole traders

Sole trader Tenderers 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 Tenderers

The department may undertake further checks of a Tenderer, 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 that the department considers may adversely affect the Tenderer'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 Tenderer and to identify any adverse information.

The department may also follow up with nominated referees. The department also reserves the right to make any inquiries it considers appropriate about any matters that the department considers relevant to the evaluation of an organisation.

7. Information technology

7.1. External Systems Accreditation Framework

7.1.1. Background

Under the Government's Protective Security Policy Framework[13] (PSPF) the department 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 (protectivesecurity.gov.au/publications-library/policy-6-security-governance-contracted-goods-and-service-providers) sets out the requirement for the department to ensure contracted Providers comply with the PSPF. The department gives effect to these obligations, in part, through the External Systems Assurance Framework (ESAF). The ESAF sets out the department's accreditation of **External IT Systems** using a Right Fit For Risk (RFFR) approach.

Tenderers to this RFT will be required to provide information related to current security accreditation, where applicable, and/or existing security processes, controls and governance. This is to assist the department develop an understanding of Tenderers' security posture and preparedness to securely manage its Information Communication Technology (ICT) environment to protect the information related to services delivered on behalf of the department.

If successful, Tenderers must maintain compliance with the ESAF guidelines in conjunction with the related clauses of their Deed.

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:

- Provider's own IT System – Required for the interaction between the Provider and the department's system. This could include the Provider's own network, software applications, data stores, and endpoint devices such as laptops, tablets, or smartphones[14].

Third party IT can include:

- Third Party Employment and Skills (TPES) systems, which are software products/services tailored specifically to the needs of the employment and skills industry. The department has accredited several of these third-party systems. Details are available on the department's Digital Information Assurance (dese.gov.au/digital-information-assurance-it-security-compliance) site.

[13] Further information on the PSPF is available at: protectivesecurity.gov.au.
[14] Further information is available at: cyber.gov.au

- Third Party Supplementary IT services (TPSITs) are managed by a third party under explicit direction by a Provider, e.g. a third party engaged by the Provider to administer its IT systems or destroy media on the Provider's behalf.
- Cloud Services – A Provider typically uses a range of cloud services to supplement the Provider's 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 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 through ISO27001 or IRAP for example. 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[15].

7.1.3. Right Fit For Risk

Right Fit For Risk is a key component of ESAF and the approach through which the department gains assurance of the Provider's IT systems. RFFR uses the international standard ISO/IEC 27001:2013 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 JAZ-ANZ as the *DESE Scheme*. For further information see the JAS-ANZ website (jas-anz.org/dese-information-security-systems-scheme).

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, Participants 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. **Meeting the minimum of Maturity Level One for ACSC Essential Eight cyber security strategies**[16] - 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.

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

[16] Essential Eight | Cyber.gov.au (cyber.gov.au/acsc/view-all-content/essential-eight)

Tenderers that do not hold current accreditation must complete and upload the RFFR Questionnaire with their Tender. The department will assess the Tenderer's capacity to meet the 3 core expectation areas of importance. See Section 5.1.3 Stage 3 – Right Fit For Risk assessment.

7.1.4. Right Fit For Risk timeframes

Providers who have not previously been accredited by the department under the RFFR will be required to achieve accreditation.

Within 3 months of the contracted start date: Providers undertaking the accreditation process will be required to meet the **Interim Milestone**. The Interim Milestone will demonstrate the Provider's material progress towards gaining accreditation and allow the opportunity for the department to provide constructive feedback. The Provider must submit the following documentation to the department for assessment of progress toward gaining accreditation:

- outline of the scope of their information security management system (ISMS)
- preliminary Statement of Applicability identifying applicable/not applicable controls, including the ISM controls
- an ISO27001 **Stage 1** assessment report attesting to the design of the above 2 components.

Within 9 months of the contracted Start Date: Providers will be required to **submit evidence demonstrating** the implementation of an information security management system (ISMS) that embeds RFFR requirements. This will include the submission of:

- detailed scope of the Provider's ISMS
- final Statement of Applicability identifying applicable/not applicable controls, including the ISM control
- an ISO27001 **Stage 2** assessment report attesting to the effectiveness of the above 2 components.

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

7.1.5. Maintaining accreditation under the ESAF

Once achieved, accreditation under the ESAF must be maintained for the duration of the contracted period. Providers must submit evidence to the department of ISMS maintenance, including the outcomes of the annual ISO27001 surveillance reviews.

To ensure currency with technology and evolving cyber security and continuous improvement, the department requires Providers to be re-accredited every 3 years. Failure to maintain accreditation may result in termination of the contractual arrangement between the department and the Provider.

7.1.6. Current accreditation under the ESAF

Successful Tenderers that are currently accredited under the departments ESAF (such as RFFR) may continue their agreed review and re-accreditation schedule.

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

Tenderers 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 the 360Pro system and any Addenda issued, and ensure they understand any other circumstances that may influence their response
- examined all further information that is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances influencing their response
- satisfied themselves as to the terms and conditions of the Draft Deed and its 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 response process, or for the purposes of preparing its response
- taken note of the closing date and time and the requirement for the response to be received in 360Pro by the closing date and time
- satisfied themselves their response is complete, accurate and provides the necessary information to be assessed
- kept a copy for their records of their submitted response and all uploaded attachments.

8.2. Contracting with the department

8.2.1. Deeds

The department proposes to enter into a Deed with successful Tenderers that is substantially in the form of the Draft Deed found at Appendix C. The department recommends that Tenderers review the terms and conditions of the Draft Deed when preparing their response to this RFT.

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

Tenderers should seek their own independent legal advice if they have any queries or concerns regarding the Draft Deed.

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

8.2.2. Guidelines

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

Successful Tenderers 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 Tenderer must ensure compliance with all relevant laws and with government policy in preparing and lodging its response 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.

The Australian Privacy Principles that apply to the department will also apply to successful Tenderers who enter into a Deed with the department. Successful Tenderers will be required under the Deed to ensure that they and their agents comply with the Australian Privacy Principles. Successful Tenderers will also be required to impose the same privacy obligations on any subcontractors it engages 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.

Under the Statement of Continued Commitment to the National Disability Strategy 2010–2020, barriers that prevent people with disability having access to programs and services **must** be removed.

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)

- *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 (NT)*
- *Children and Young People (Safety) Act 2017 (SA)*
- *Registration to Work with Vulnerable People Act 2013 (No. 65 of 2013) (Tas)*
- *Working with Children (Criminal Record Checking) Act 2004 (WA)*
- 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 state 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 (apsc.gov.au/publication/aps-values-and-code-conduct-practice) set out in the *Public Service Act 1999* (Cth)
- (if relevant) the government's Protective Security Policy Framework (protectivesecurity.gov.au/about)
- 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 Tenderer **must**:

- comply with its obligations, if any, under the WGE Act

- if the Term of the Deed exceeds 18 months, the successful Tenderer **must** provide a current letter of compliance within 18 months from the Deed Commencement Date and following this, annually to the department.

Tenderers 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, contact the Workplace Gender Equality Agency on (02) 9432 7000.

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

8.3.7. Anti-terrorism measures

Under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Dealing with Assets) Regulations 2008*, 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 (dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx).

The department will not enter any contractual arrangement with a person or organisation on the list, and Tenderers are required to declare when submitting their response that they, and any proposed subcontractors, are not listed.

8.3.8. Additional requirements

Tenderers must also comply with other relevant government legislation and policies relating to the RFT process and the provision of the Services including:

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

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

8.4. Indigenous Procurement Policy

Tenderers should note that the IPP applies to this procurement. More information can be found at Indigenous Procurement Policy (niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).

Tenderers are encouraged to familiarise themselves with the IPP, especially if they are applying for multiple Employment Regions or Location(s).

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

If any resultant Deed is a High Value Contract, the Mandatory Minimum Requirements (MMR) for Indigenous participation will apply.

The department may also apply the principles of the IPP in establishing Providers in each of the Employment Regions or Location(s).

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

- purchasing from Indigenous enterprises, and
- 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 providers in the Provider's supply chain. Other actions which will demonstrate reasonable endeavours include those specified in section 4.6 of the Indigenous Procurement Policy (niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).

In responding to this RFT, a Tenderer will be required to submit a proposed Indigenous Participation Plan, setting out how their organisation intends to meet the MMR, if they are successful and their Deed is a High Value Contract, including targets for Indigenous employment and the use of Indigenous providers.

Tenderers **must** also declare whether they have been (or are currently) party to, a Commonwealth contract that includes MMR, and if so, to state the level of compliance with those requirements. An Indigenous Participation Plan will form part of the Deed requirements, where the 'MMR' apply.

The department will exclude a Tender from further consideration if it considers that the Tender does not comply with any one, or more of the following minimum IPP content and format requirements. To comply, the proposal must include:

- a signed Tenderer declaration
- a proposed Indigenous Participation Plan.

In evaluating proposals, the department will take into consideration:

- the Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderers past compliance with any MMR
- the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the MMR.

A Tenderer that has no experience with any MMR will not be disadvantaged by this alone. Its response will be assessed on other actions it has taken in the past to increase Indigenous participation and on its proposed Indigenous Participation Plan.

8.5. Sustainability requirements

Tenderers should note that the Sustainable Procurement Guide[17] applies to this procurement.

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.

Tenderers are encouraged to familiarise themselves with the National Waste Policy[18] and will be required to confirm they have a waste strategy in place that aligns with the National Waste Policy Action Plan.

8.6. Insurance

Successful Tenderers will be required to obtain and maintain the insurance specified in the Draft Deed for services to be provided.

8.7. Fraud

Tenderers and their staff **must** not engage in fraudulent activity in responding to this RFT. Further, successful Tenderers selected to deliver the 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 Services. 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.

[17] www.environment.gov.au/system/files/resources/856a1de0-4856-4408-a863-6ad5f6942887/files/sustainable-procurement-guide.pdf

[18] www.environment.gov.au/protection/waste/how-we-manage-waste/national-waste-policy). The Australian Government has committed to consider environmental sustainability when purchasing goods and services.

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 Tenderer from the RFT process should it become aware of information indicating that the Tenderer has been involved in fraudulent activity.

8.8. 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 7.2 Provider Conduct of the Draft Deed.

Tenderers 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 tendering for TtW.

8.9. Probity

8.9.1. Probity adviser

The department is committed to ensuring that competition for the purchase and supply of TtW services is fair and transparent. To do this, it is important that the procurement process is 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, Employment and Workforce Group) on the probity and integrity of the procurement process. The role includes developing an overarching Probity Plan that applies to the procurement process and providing advice on probity issues, conducting appropriate probity training, and advising on relevant probity and security arrangements.

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 concerns about the probity or integrity of the procurement process can raise their concerns with the department's internal legal adviser by referring the matter to internallegaladviser@dese.gov.au. Where appropriate, the internal legal adviser will refer concerns to the external Probity Adviser.

The Probity Adviser will observe and monitor the evaluation process but will play no role in the process or the decision-making.

Any questions about the process or services covered by this RFT process must, in the first instance, be lodged through the Employment Services Purchasing Hotline (the Hotline) at espurchasing@dese.gov.au or **1300 733 514**.

8.9.2. Conflict of interest

Each Tenderer is required to declare, as part of completing the 'Tenderer Declaration' tab in 360Pro that, to the best of its knowledge, there is no actual, potential or perceived conflict of interest that would prevent the Tenderer entering into the Deed.

If a Tenderer considers that, at the time of lodging its response, 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 its response to this RFT, they **must** complete the 'Conflict of Interest' tab in 360Pro.

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

A conflict of interest may exist, for example, if:

- Tenderers (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 responses
- Tenderers (including any of their officers, employees, agents, and subcontractors) have contacted any departmental personnel involved in this RFT process for the purposes of making that departmental personnel an offer of employment, or
- Tenderers (including any of their officers, employees, agents and subcontractors) have a relationship with, and obligations to, an organisation or person which would affect the performance of the Deed by the Tenderers or would bring disrepute to or embarrass the department or the government.

In preparing a response to this RFT, Tenderers **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 TtW. 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 Tenderer, that Tenderer must immediately notify the Employment Services Purchasing Hotline at espurchasing@dese.gov.au in writing.

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

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

8.9.3. Double funding

The department does not want to discourage responses from Tenderers that receive other public sector funding. However, a Tenderer 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.

Each Tenderer 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 (Australian, 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 Tenderer **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 Tenderer has failed to disclose actual or potential contractual relationships with public funding bodies as described above, the department may, in its absolute discretion, exclude their response from further consideration in this process.

8.9.4. 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.

Responses 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 of information improperly obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth) or in breach of an obligation of confidentiality.

Tenderers must not:

- engage in misleading or deceptive conduct, or make false or misleading claims or statements, in relation to their response or this RFT process
- engage in any collusive responding, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their response 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 response 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 (refer to ag.gov.au/integrity/publications/lobbying-code-conduct), or
- otherwise act in an unethical or improper manner or contrary to any law.

The department may exclude from consideration any response that has failed to comply with the obligations in this section 8.9.4 or engaged in any behaviour contrary to this section.

8.9.5. Competitive neutrality

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

Tenderers 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.

8.10. Information management

8.10.1. The department's confidential information

Tenderers 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 response to this RFT, or any documents, data or information provided by the department and which the department indicates to Tenderers is confidential or which Tenderers know, or ought reasonably to know, is confidential.

The department may at any stage require that all written or electronically stored information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:

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

The department may exclude from further consideration any response lodged by a Tenderer who has engaged in any behaviour contrary to this section.

8.10.2. Ownership of RFT documents

All documents comprising this RFT remain the property of the department. Each Tenderer is permitted to use the RFT documents only for the purposes of compiling a response and, where relevant, negotiating the terms of an agreement 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.

8.10.3. Tenderer's confidential information

Subject to section 8.10.4, Exception to Disclosure of the Tenderer's Confidential Information, the department will treat as confidential any information that is by its nature confidential and is provided by Tenderers in connection with this RFT. Tenderers **must** clearly identify in their Tender, on the **Confidential Information Tab** in 360pro, what information provided in their Tender (and any attachments) they consider is confidential.

Where a Tenderer has identified information as confidential, the department will, subject to that information satisfying the confidentiality test set out by the Department of Finance at: Confidentiality throughout the Procurement Cycle (finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle), treat that information confidentially.

8.10.4. Exception to disclosure of the Tenderer's confidential information

The department will not be taken to have breached any obligation to keep information provided by Tenderers 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
- 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 Deeds with an estimated liability (including GST where applicable) of $10,000 or above on AusTender, within 6 weeks of entering into that Deed
- publishing on the department's website a list of Deeds that have a value of $100,000 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 Deeds.

8.10.5. Freedom of information

Tenderers 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) (the 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.

8.10.6. Public disclosure and use of proposal information

In line with the government's objectives of assisting job seekers and employers to make informed choices in relation to their individual service needs, information provided by Tenderers as part of their Tender may be published by the department. This includes information from a Tenderer's Tender to any of these selection criteria, particularly the organisation's strategies and business relationships.

During the period of the Deed, successful Tenderers will be assessed against statements made in response to these selection criteria as part of the department's performance monitoring. Achievements against indicators of performance referred to in Tenderers' responses to the selection criteria may also be made public.

Additionally, successful Tenderers will need to publish information on the Connections for Quality (dese.gov.au/connections-quality).

8.11. Other matters

8.11.1. 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 Tenderer, or any other party, arising from a Tenderer's participation in the TtW procurement process.

Neither the department nor its officers, employees or advisers will be liable, in relation to the department's conduct under or in relation to the TtW procurement process, to any Tenderers or anyone else on the basis of any legal or equitable rights. However, based, as a consequence of any matter or thing relating, or incidental, to the participation of a Tenderers or anyone else in the TtW procurement process.

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

The department may, at any stage of the TtW procurement process:

- vary the TtW procurement process, including the timing and processes referred to in this RFT
- vary the content of the RFT, or any documents relating to the TtW procurement process or the Deed
- forward any clarification of the meaning of the content of this RFT to all known Tenderers and nominated subcontractors on a non-attributable basis and without disclosing any confidential information of any Tenderers or nominated subcontractor
- shortlist Tenderers, including Tenderers that have nominated subcontractors
- obtain clarification or additional information from Tenderers, nominated subcontractors or anyone else and use any such information for the evaluation of the response
- negotiate with one or more Tenderers, including with or without short listing, or discontinue negotiations
- contact nominated subcontractors directly and seek further information from them in relation to any matters, including their capacity to conduct the Services on behalf of potential Tenderers who have nominated them
- impose conditions on Tenderers that have nominated subcontractors that the department considers necessary or appropriate
- reassess any response in whole, or in part, at any stage where the department considers that a Tenderer 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 Tenderer (or its subcontractor) with another legal entity
- terminate, suspend or abandon the TtW procurement process if it considers that no responses offer value for relevant 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.

If a Tenderer 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 response from further consideration.

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

Without limiting section 8.11.3, 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 response.

8.11.2. 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 (Offer 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 Tenderers.

Nothing in this section 8.11.2 affects the Clause 15. Additional Services of the Draft Deed.

8.11.3. 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 person 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 Tenderers or any other person 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 this RFT or a Tenderer's participation in the RFT process, including instances where:

- a Tenderer is not engaged to undertake the provision of the department's requirements
- a Tenderer is not invited to participate in any subsequent process as part, or following completion, of the RFT process
- the department varies the RFT process or there is a change to the participating Employment Regions or Locations
- 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 Tenderer in the RFT process
- the department decides to terminate the 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 this RFT.

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

8.11.4. Joint and several liability

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

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

8.11.5. Proportionate liability

The Draft Deed, at Appendix C to this RFT, sets out that the Deed is governed by the law of New South Wales and proportionate liability under the *Civil Liability Act 2002* (NSW) is expressly excluded under the 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.

8.11.6. Tender lodgement

Tenderers will enter claims against criteria directly into the 360Pro, which will allow Tenderers to save drafts and return to the response as often as required before finalisation and submission.

Important note:

- Tenderers **must** allow enough time to complete the lodgement of their response prior to the closing date and time of this RFT.
- Each addendum **must** be opened and read by the Tenderers before the 360Pro tender system will enable the submission of a response.
- Tenderers are strongly encouraged to submit their response well before the closing date and time to allow enough time to resolve any issue that may arise and seek help if required.
- The 360Pro Tender system will not accept responses after the closing date and time.

8.11.7. IT Tool to be used to lodge Tenders

360Pro is the tool provided as a link on the department's Employment Services Tender website (tenders.employment.gov.au) that the department is using to receive responses and allows Tenderers 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 360Pro, by the date and time specified in this RFT. Tenders will not be accepted by any other means (including by hand, courier, post, facsimile, email or via AusTender). Where there is any inconsistency between the lodgement procedures set out on AusTender or 360Pro and those set out in this RFT, this RFT will prevail.

Tenderers are required to access and register with 360Pro via the link on the Employment Services Tender website (tenders.employment.gov.au) to access all related documentation. There is no fee for registering.

If a Tenderer has obtained RFT documentation from a source other than 360Pro, the department does not guarantee the accuracy or currency of the documentation.

It is the responsibility of Tenderers to ensure that their infrastructure, including operating system and browser version levels, meet the minimum standards needed for 360Pro and AusTender. Neither the department nor the government will take any responsibility for any problems arising from Tenderers' infrastructure and or internet connectivity.

Potential Tenderers must read the **360Pro Provider Reference Guide**, which is available on each screen in 360Pro by clicking on the arrow icon.

8.11.8. Addenda

If the department amends this RFT, including its terms, requirements or the process referred to, prior to the closing date and time, the department will issue advice (in the form of an Addenda) on 360Pro and AusTender.

The department and the government accept no responsibility if a Tenderer fails to become aware of any alteration, correction or notice which would have been apparent on 360Pro and AusTender websites.

8.11.9. Attachments and hyperlinks

Tenderers 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.

8.11.10. Changing or withdrawing a Tender

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

Important: Only Tenders with a status of 'submitted' in 360Pro at the closing date and time will be considered by the department.

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

8.11.11. Material changes

Following lodgement of a Tender, a Tenderer 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 Tenderers or the business of the Tenderers from that stated in its 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.

8.11.12. 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 360Pro, AusTender and/or the department's computing environment may, at the department's discretion, be excluded from the evaluation process.

8.11.13. Proof of lodgement

When a Tender has been successfully submitted, an official receipt is automatically emailed to the registered 360Pro user. Tenderers 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.

8.11.14. Group Tenderers

A group of legal entities may respond as a consortium, joint venture, partnership, or some other form of alliance (each a 'Group Tenderer') to deliver TtW.

Group Tenderers **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 Tender, each member of the Group **must** individually satisfy the conditions for participation in section 3.2. If one member of the Group fails to satisfy the conditions for participation in section 3.2, 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 Tender Tab** in 360Pro.

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 Tender. Each member's written confirmation, detailing the scope of the lead member's authority **must** be uploaded in the 'Group Tenderer' tab in 360Pro.

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

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

Any proposed changes to the membership of a Group Tenderer **must** be requested of the department in a letter signed by the authorised representative(s) of the Group Tenderer. This letter **must** be sent by email to the Employment Services Purchasing Hotline (espurchasing@dese.gov.au). If the department decides to deal with a Group Tenderer of changed composition, the department may, at its sole discretion, impose any conditions it considers necessary or appropriate in the circumstances.

Where a Group Tenderer is successful, each of the legal entities that form the Group Tenderer 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.

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

8.11.15. Subcontracting arrangements

Tenderers **must** indicate if they intend any person (or organisation) which is not an employee to perform work on the Services under this RFT. If a Tenderer wishes to engage a subcontractor to

deliver Services, the Tenderer **must** complete the Subcontractor section in 360Pro detailing the proposed subcontracting arrangements.

Tenderers 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.

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

Successful Tenderers 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 the subcontractor's agreement to the disclosure of its confidential information to the department, and
- the delivery of the relevant Service requirements.

8.11.16. Government departments, agencies, employees, and agents

The government and state/territory government departments, agencies, employees or agents and local governments are not eligible to respond to this RFT. Further, government departments, agencies, employees, or agents cannot assist potential Tenderers in responding.

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

8.11.17. Foreign companies

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

8.11.18. Competing entities

Tenderers, when responding to government business opportunities, must ensure that they do not behave in an anti-competitive manner, that is, a Tenderer 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.

A Tenderer **must not** compete against itself within a single Employment Region by submitting alternative Tenders in respect of that Employment Region in an arrangement that could be seen as anti-competitive for the purposes of the *Competition and Consumer Act 2010 (Cth).*

If the department receives Tenders from 2 entities for the same Employment Region and the department determines that one of 2 entities is 'controlled' by the other, these Tenders may be treated as alternative Tenders and the department may cease considering, or otherwise dealing with, either or both Tenderers.

Where a Tenderer is a related body corporate of another Tenderer or an entity that has already won business from the department, the department may require the Tenderer 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).

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

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

Further, where a Tenderer retains its legal identity as a member of a Group Tenderer, the Tenderer cannot submit another individual Tender for an Employment Region which it has otherwise Tendered as part of the Group Tenderer.

Exception

This provision does not apply to subcontractors. A subcontractor may be nominated as part of a response by one or more Tenderers for the same Employment Region. A nominated subcontractor may also respond in its own right in that Employment Region.

8.11.19. Unintentional errors of form

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

Appendix A Communication protocol

The following is a communication protocol established to support the RFT for TtW.

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 employment services providers and industry groups
- 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. Tenderers 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 Tenderers 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 Tenderers outside of those provided for in the RFT process.

- Tenderers 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 Tenderers, 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 Tenderer or Tenderers 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 Tenderers.
- Details of any approaches by or on behalf of an individual Tenderer or Tenderers 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

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

Tenderers 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 submissions. Tenderers 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 government:

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

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

- no Tenderers will receive any information in advance of it being made available generally to Tenderers
- no Tenderers will receive more information than is publicly available
- data relating to an individual Tenderer will only be made available to the Tenderers 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 Tenderer should be made available to all Tenderers, that information will be distributed via an Addendum through 360Pro and AusTender on a non-attributable basis.

Further information on purchasing arrangements

The Employment Services Purchasing Hotline (the Hotline) is the primary means of contact during the RFT process, and can be contacted on **1300 733 514 (Monday to Friday, 9.00 am to 5.00 pm Canberra time, excluding ACT and national public holidays)** or via espurchasing@dese.gov.au.

Contact can also be made through the online contact form on the Employment Services Tender website (tenders.employment.gov.au).

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

Tenderers should note that, during a call to the Hotline, they may be asked to put their question in writing and send it to the above email address.

The website, Hotline, email address and website online contact form are the primary mechanisms for communications relating to purchasing matters. All persons are required to refer or direct any purchasing-related enquiries to the Hotline, website or email address.

Complaints handling

The department has a complaint handling process in place for purchasing under 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 concerns about the probity or integrity of the procurement process can raise their concerns with the department's internal legal adviser, through internallegaladviser@dese.gov.au. 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: Handling complaints under the Government Procurement (Judicial Review) Act 2018 (RMG 422) (finance.gov.au/publications/resource-management-guides/handling-complaints-under-government-procurement-judicial-review-act-2018-rmg-422).

Probity Adviser

The department is committed to ensuring that competition for the purchase and supply of employment 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, Employment and Workforce Group) 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, the following terms have the meaning given to them in this glossary.

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

Defined Term	Definition
360Pro	The electronic system used for accessing Request For Tender (RFT) documentation and for the submission of responses.
Account Manager	A department staff member holding, occupying or performing duties who has the authority to receive and sign Notices and written communications for the department under the Transition to Work (TtW) Deed.
Addendum/Addenda	A statement(s) of changes to the requirements under this RFT during the RFT response period, issued on 360Pro and AusTender.
AusTender	The centralised online procurement information system, AusTender website (tenders.gov.au) for Australian Government agencies.
Australian Government or government	The Commonwealth Government of Australia as opposed to state, territory or local governments.
Australian Business Number (ABN)	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.
Black Economy Procurement Connected Policy	The *Black Economy – increasing the integrity of government procurement – Procurement connected policy guidelines March 2019* available at Black Economy Procurement Connected Policy (treasury.gov.au/policy-topics/economy/black-economy/procurement-connected-policy).
Change of Circumstances Reassessment	A formal reassessment of a Participants level of disadvantage, using the Job seeker Classification Instrument or the Job Seeker Snapshot, which is arranged in accordance with the Deed.
Commence or Commencement	The time at which the Provider has recorded the completion of their initial interview on the department's IT Systems or the time at which the Participant has, in accordance with any Guidelines, agreed to participate.
Commonwealth	The Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia.
Commonwealth Contract	A Commonwealth Contract for procurement of goods or services
Commonwealth Procurement Rules (CPRs)	The rules issued by the Minister for Finance under section 105B(1) of the *Public Governance, Performance and Accountability Act 2013*, as

Defined Term	Definition
	amended from time to time Commonwealth Procurement Rules (finance.gov.au/government/procurement/commonwealth-procurement-rules).
Consolidated Group	Has the meaning given to it in section 995-1 of the *Income Tax Assessment Act 1997* (Cth).
Consortium	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 employment services, and which may have appointed a lead member of the group with authority to act on behalf of all members of the group.
Consultation Paper	Paper released as part of the department's consultation with stakeholders to inform the content for this RFT for TtW
Contract Manager	A department staff member assigned to managing the TtW Provider and department relationship and Deed.
Digital Services	Services provided by the department through a digital employment services platform and the Digital Services Contact Centre. Digital Services are for job seekers who are job-ready and digitally capable.
Deed	A legal document that details general and specific terms and conditions relating to the delivery of TtW.
Delegate	The decision-making authority for the purposes of this RFT.
The department or the Department of Education, Skills and Employment	The Australian Government Department of Education, Skills and Employment (DESE) that may administer the Deed on behalf of the Australian Government. Department of Education, Skills and Employment (dese.gov.au)
Education Outcome	Twenty-six consecutive weeks of full-time participation in a Certificate III course or higher qualification, secondary education leading to Year 12 or Skills for Education and Employment (SEE) program or the Adult Migrant English Program (AMEP) Or Attainment of a Certificate III or higher qualification or completion of Year 12.
Employer	An entity that has the legal capacity to enter into a contract of employment with a Participant.
Employment or employed	The status of a person who is in paid work under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation.
Employment Outcome	Twelve cumulative weeks of employment during a Participant's time in the service. The 12 cumulative weeks can be comprised of multiple periods of at least 2 consecutive Service Australia fortnights in which they met relevant criteria defined in the Deed.
Employment Region/s	A geographical area. Tenderers will need to bid for business based on these geographical areas. See the Labour Market Information Portal (lmip.gov.au) for a list of Employment Regions.

Defined Term	Definition
Employment Services Purchasing Hotline (the Hotline)	The Employment Services Purchasing Hotline is the primary means of contact during the RFT process and can be contacted on 1300 733 514 (Monday to Friday, 9.00 am to 5.00 pm Canberra time, excluding ACT and national public holidays) or via email (espurchasing@dese.gov.au).
Enhanced Services	The range of intensive, individualised and tailored services to be delivered by Enhanced Services Providers to job seekers from 1 July 2022.
Enhanced Services Provider	Any entity contracted by the Commonwealth to provide Services under the New Employment Services Model Deed of Standing Offer 2022–2028.
Exit	An exit of a Participant from TtW Services in accordance with the Deed.
Freedom of Information (FOI)	The right of Australians to information in the possession of the Australian Government, as provided under the *Freedom of Information Act 1982* (Cth), limited only by exemption provisions as set out in the legislation.
Group Tenderer/respondent	A group of 2 or more entities however constituted which have responded to this RFT and includes a Consortium, Joint Venture, Partnership or some other form of alliance.
Guidelines	Supporting materials issued by the department to provide further guidance to on the specifics of the TtW service.
Hybrid Outcome	Twelve consecutive weeks combining eligible education and employment for 25 hours per week on average.
Income Support Payment	A payment of a benefit or pension under the *Social Security Act 1991* (Cth).
Income Support Suspension	Suspension of Income Support Payments where a young person has repeatedly failed to attend their initial interview with their TtW Provider. Suspension remains in place until the young person attends the appointment or is exited from TtW.
Indigenous Enterprise	An organisation that is 50 per cent or more Indigenous owned that is operating as a business.
Indigenous Procurement Policy	The policy outlined at National Indigenous Australian Agency website (niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).
Initial Interview	The initial meeting between the Provider and a Participant in accordance with the Deed.
jobactive	The Commonwealth employment services program of that name, administered by the department between 2015 and 30 June2022.
Job Plan	The Job Plan as described in the Transition to Work Deed, and which includes an employment pathway plan under the *Social Security Act 1991 (Cth)* or, if the *Social Security Act 1991 (Cth)* is amended, any such agreements.

Defined Term	Definition
Joint Venture	A business enterprise in which 2 or more legal entities enter into a temporary Partnership through the use of a joint venture agreement, for the purpose of applying for the delivery of the services.
Job Seeker Classification Instrument (JSCI)	The Job Seeker Classification Instrument is the tool used by Services Australia, and Providers to measure a job seeker's relative difficulty in gaining and maintaining employment and helps identify what level of support the job seeker will need to help them find work. Fully eligible job seekers will have an assessment when they first register for government employment assistance, and whenever their circumstances change.
Location	Refers to a specified area within an Employment Region as per Attachment D.
Mutual Obligation requirement	The participation-related obligations a person must meet as a condition of receiving participation payments under Social Security law.
Non-vocational barriers	The range of barriers that can prevent an individual from obtaining and sustaining Employment or Education or from undertaking further skills development, including homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.
Outcome	An Outcome which is achieved when a Participant has been in a certain number of weeks of employment or education.
Participant/s	A young person commenced in TtW.
Partnership	An agreement between 2 or more legal entities in which each agrees to provide a part of the capital and/or labour for a business enterprise, and by which each shares a defined proportion of profits and losses.
Payment	Any fee, reimbursement or ancillary payment payable under the Deed.
Payment Times Procurement Connected Policy (PT PCP)	The PT PCP will leverage Australian Government procurement to help improve payment times for Australian small businesses. The PT PCP is complementary to the Payment Times Reporting Scheme (PTRS) and the Government's Supplier Pay On-Time or Pay Interest Policy — Resource Management Guide 417 (RMG 417) (https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417).
Place	A funded unit of servicing, as specified in the TtW Deed, that the Provider must use in accordance with that Deed.
Probity	Refers to procedural integrity of the RFT process, underpinned by the quality of, and adherence to, published RFT documentation, the evaluation processes used to ensure that there is objective and

Defined Term	Definition
	consistent evaluation at each phase, by appropriately qualified and trained evaluators, and decision-making in accordance with all legal requirements.
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 Probity Adviser for this RFT process.
Provider	The entity or entities contracted under the Transition to Work Deed, and includes its Personnel, successors and assigns.
Request for Tender (RFT)	This document, being the formal response process for Transition to Work Services 2022—27.
Referral	A referral of a Participant to the Provider through the department's IT system, including by Services Australia or the department.
Service/s	The service/s that the Provider is contracted to perform and provide under the Deed.
Service Delivery Plan	The document, which has been developed by the Provider and approved by the department in accordance with the Deed.
Session Participant	A person participating in Youth Advisory Sessions with a TtW Provider
Site	The physical address from which TtW is delivered.
Statement of Tax Record	This means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.
Subcontractor	A subcontractor is an individual or a business that signs a contract to perform part or all the obligations of another's contract.
Suspension	Provider is not required to service a Participant that has a suspended status recorded on the department's IT system.
Sustainability Outcome	Employment or Hybrid Outcomes over 14 consecutive weeks which follow immediately a 12 week Outcome.
Targeted Compliance Framework (TCF)	A framework to encourage job seekers to engage with their Provider, take personal responsibility for managing and meeting their Mutual Obligation requirements, and actively look for work.
Tenderer	An entity that submits a RFT response to the TtW Service.
Transition To Work or TtW	The Commonwealth service of that name (or such other name as advised by the department), administered by the department.
Upfront Payment	A quarterly payment to TtW Providers for each funded Place they are allocated.
Vocational barriers	A lack of appropriate training, skills or qualifications for employment.
Work readiness	Possessing the core skills and behaviours required by employees, including: • teamwork skills

Defined Term	Definition
	• communication skills • a positive attitude and work ethic, including motivation, reliability and a willingness to work.
Youth Allowance	A means tested Income Support payment available to eligible young people: • aged 16 to 24 years and • studying full-time.

Appendix C Draft Deed

Appendix D Maps and Participant Data

This Appendix provides details of the 51 Employment Regions and the indicative numbers of Participants for each Employment Region.

Example:

In the Table below, Column A is the indicative number of Places on an annual basis. Column B is the Indicative Number of Participants calculated as 1.9 Participants per place (annually).

	A	**B** *(Indicative Participants *1.9 Participants)*
Indicative Location	**Indicative Places**	**Indicative Number of Participants in TtW (annual)**
Location A	120	228
Location B	60	114
Location C	220	418
Total	**400**	**760**

These numbers are **indicative only** and they are based on the latest available information. It is also possible that a proposed service in one Location, such as Location A, may also support some or all of the Participants in another Location, such as Location B. The Tenderer may therefore propose a service of 150 places designed to service 285 Participants annually. It is not a requirement for all Locations to be covered.

The department does not, and will not, guarantee a specified or minimum level of business.

New South Wales

Capital Region Employment Region

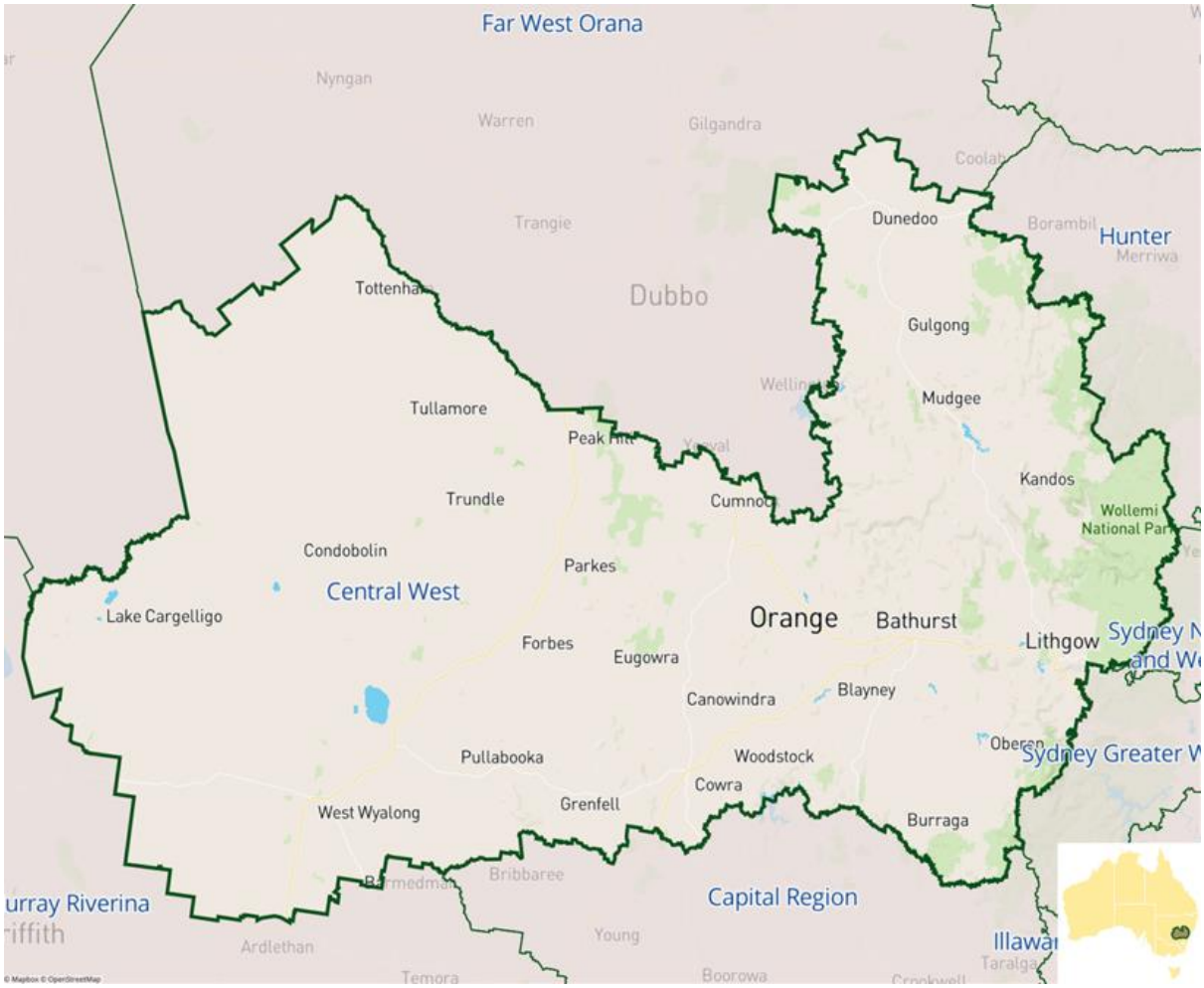


PLACES FOR CAPITAL REGION EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Belconnen	139	265
Tuggeranong	91	173
Goulburn	69	132
Queanbeyan	21	40
Canberra	117	223
Woden	50	95
Gungahlin	17	32
Young	10	18
Cooma	11	20
Other	2	3
Total	**527**	**1,001**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a Provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Central West Employment Region

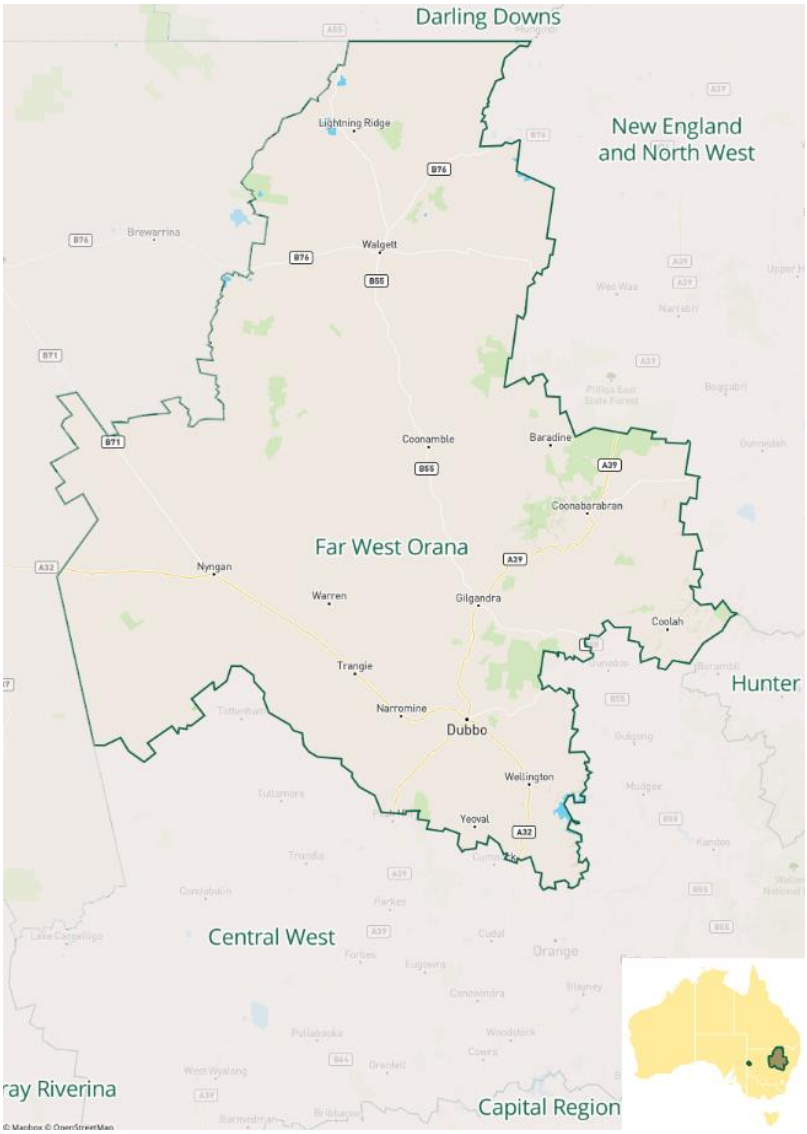


PLACES FOR CENTRAL WEST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Orange	137	260
Bathurst	95	180
Lithgow	25	47
Mudgee	53	100
Cowra	41	78
Parkes	34	65
Other	11	20
Total	**396**	**750**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Far West Orana Employment Region (includes Broken Hill)





PLACES FOR FAR WEST ORANA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Dubbo	267	508
Broken Hill	152	288
Walgett	41	78
Wellington	57	108
Coonabarabran	25	47
Lightning Ridge	15	28
Coonamble	28	53
Narromine	26	50
Gilgandra	25	48
Total	**636**	**1,208**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Hunter Employment Region

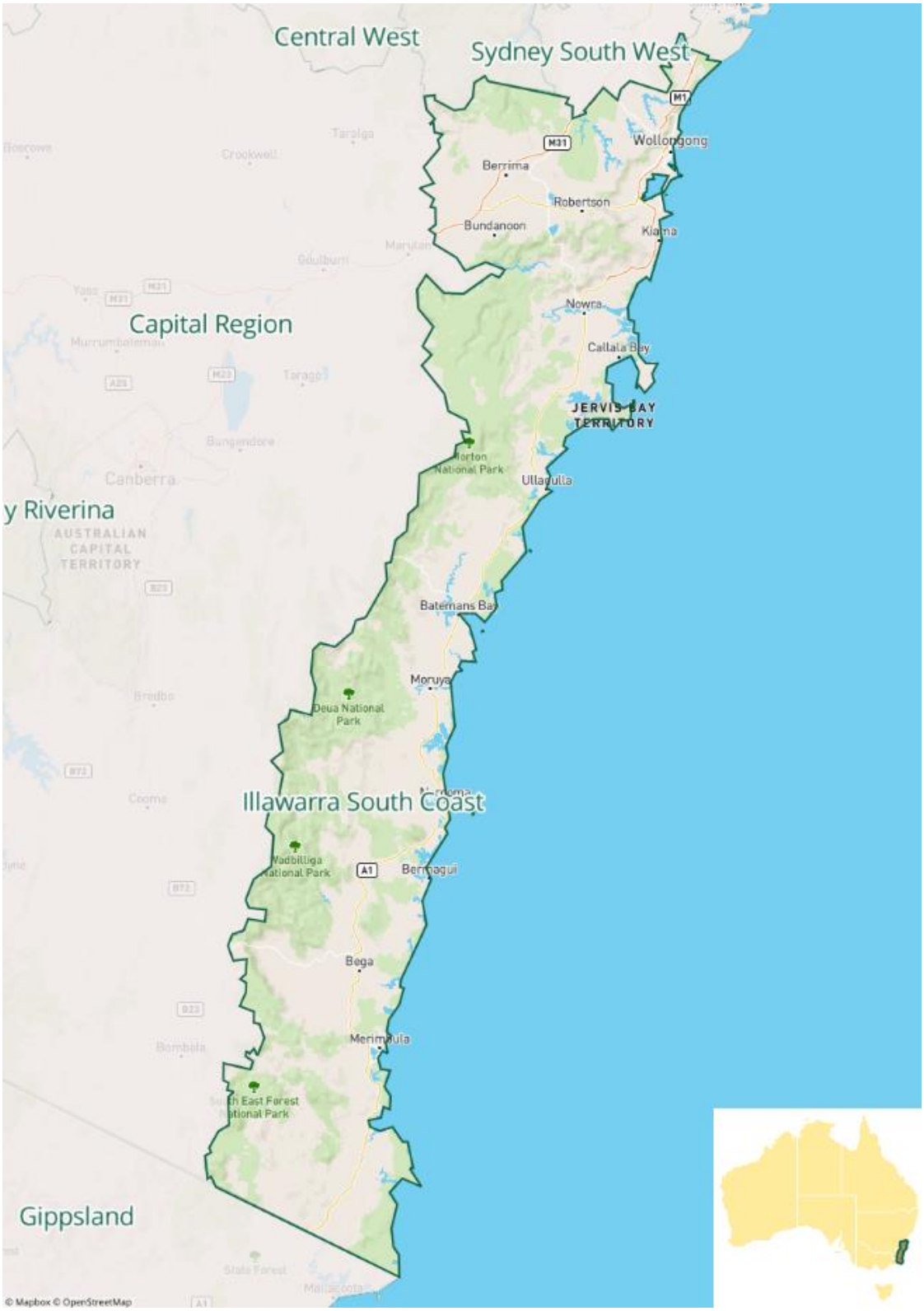


PLACES FOR HUNTER EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Maitland	331	628
Charlestown	539	1,024
Raymond Terrace	188	356
Cessnock	210	398
Newcastle	224	426
Muswellbrook	62	118
Singleton	62	118
Nelson Bay	39	75
Salamander Bay	35	67
Hamilton	38	72
Wallsend	122	232
Toronto	35	67
Mayfield	53	100
Kurri Kurri	39	75
Belmont	61	117
Morisset	24	45
Other	10	20
Total	**2,072**	**3,938**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Illawarra South Coast Employment Region



PLACES FOR ILLAWARRA SOUTH COAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Nowra	121	230
Corrimal	121	230
Shellharbour	152	288
Batemans Bay	47	90
Bega	28	53
Ulladulla	34	65
Moruya	20	38
Wollongong	60	115
Shellharbour City Centre	34	65
Vincentia	16	30
Warrawong	11	20
Narooma	10	18
Other	23	43
Total	**677**	**1,285**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Mid North Coast Employment Region

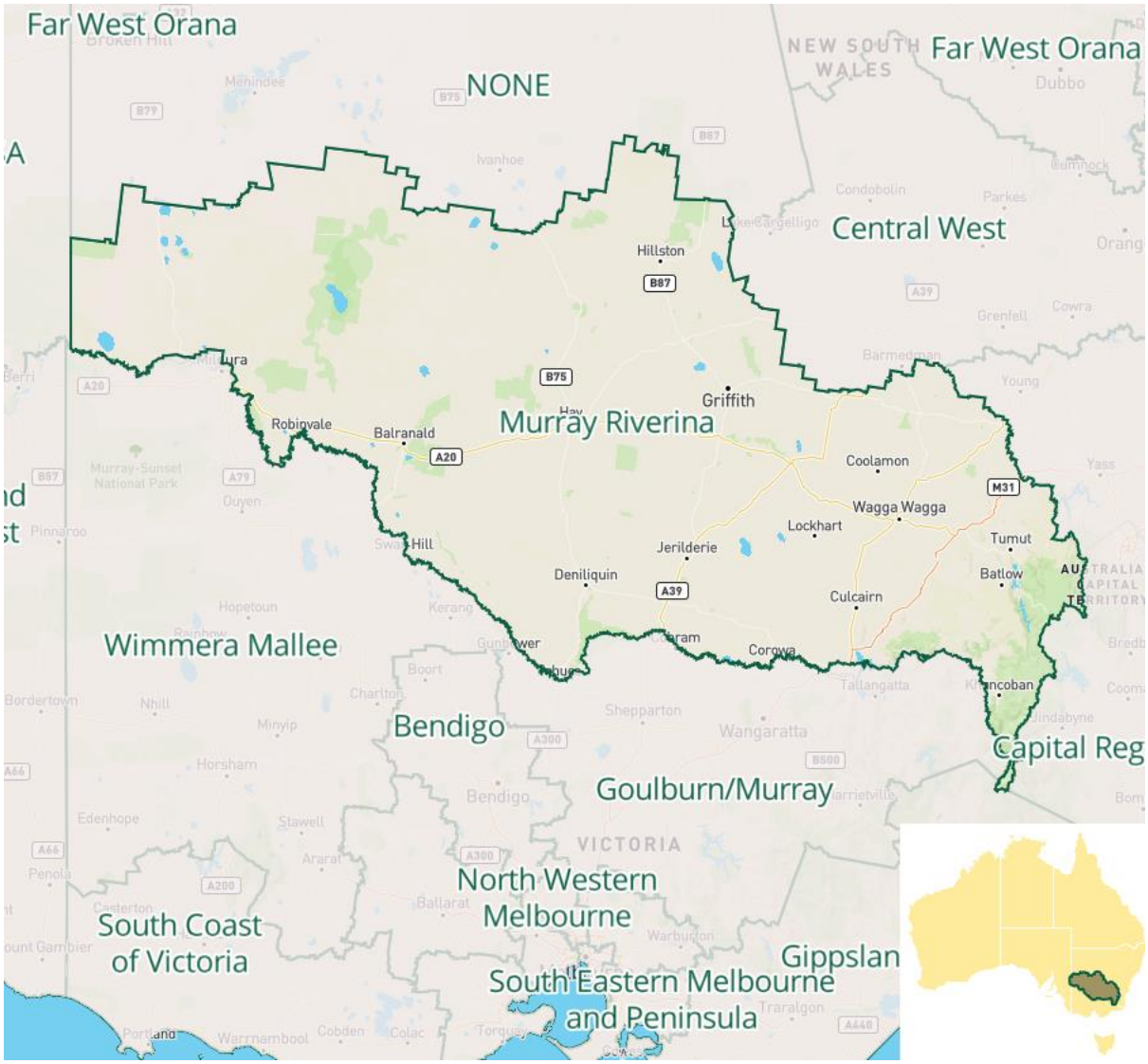


PLACES FOR MID NORTH COAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Coffs Harbour	235	446
Taree	201	381
Port Macquarie	215	408
Kempsey	171	325
Nambucca Heads	107	203
Tuncurry	99	188
Woolgoolga	12	23
Wauchope	52	98
Toormina	53	102
Bellingen	10	18
Other	8	15
Total	**1,163**	**2,207**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Murray Riverina Employment Region



PLACES FOR MURRAY RIVERINA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Wagga Wagga	322	611
Griffith	11	20
Leeton	68	130
Deniliquin	8	15
Narrandera	11	22
Cootamundra	11	22
Temora	9	17
Other	6	10
Total	**446**	**847**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

New England and North West Employment Region

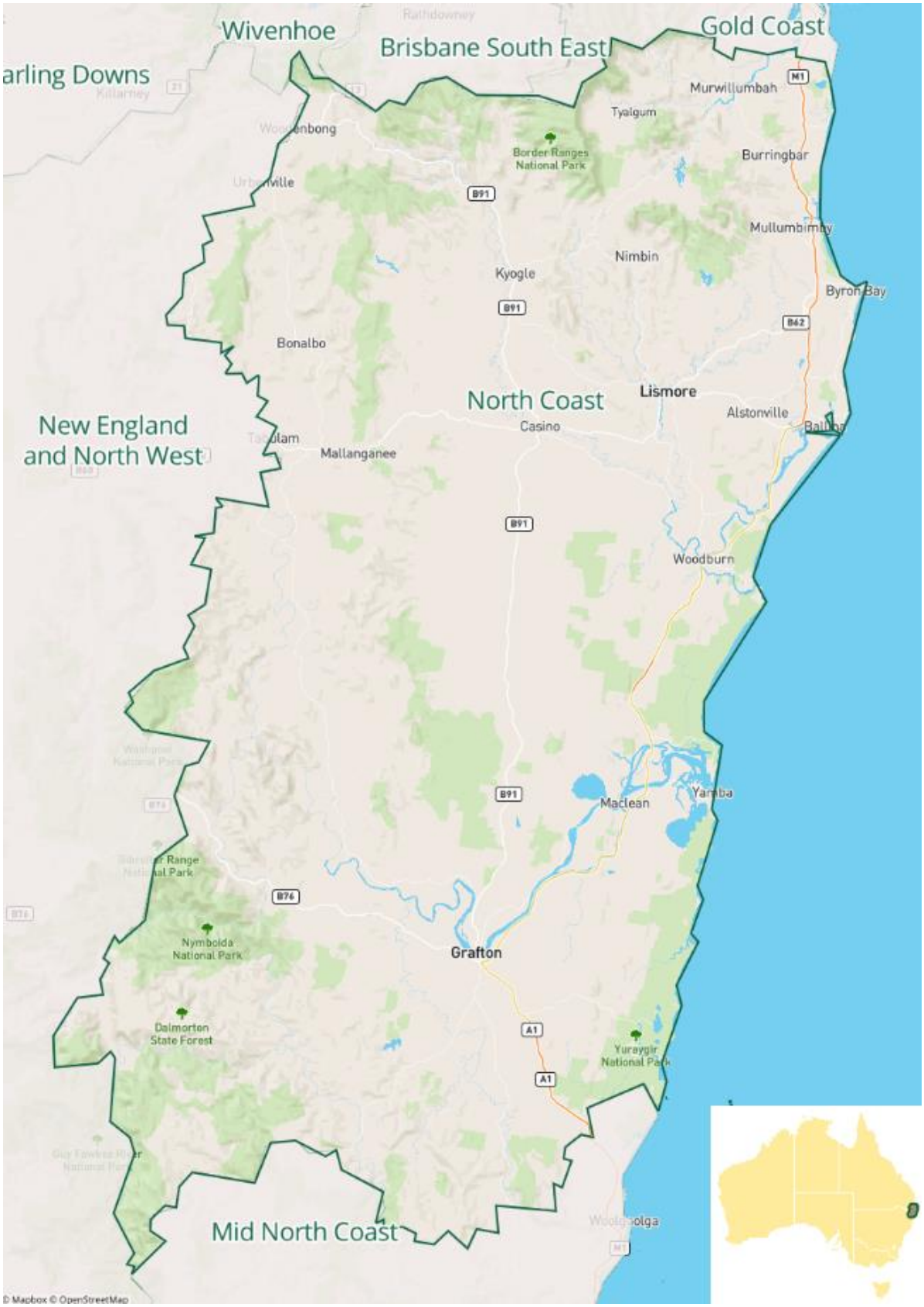


PLACES FOR NEW ENGLAND AND NORTH WEST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Tamworth	409	776
Inverell	110	208
Armidale	174	330
Moree	108	205
Gunnedah	75	143
Glen Innes	60	115
Narrabri	61	117
Quirindi	29	55
Total	**1,026**	**1,949**

Note: This data is indicative, and the Department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of participants is expected to be less than ten is not shown.

North Coast Employment Region



PLACES FOR NORTH COAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Lismore	243	461
Grafton	210	398
Ballina	82	155
Casino	91	173
Murwillumbah	82	155
Byron Bay	42	80
Yamba	11	20
Brunswick Heads	18	33
Maclean	17	32
Pottsville	9	17
Mullumbimby	21	40
Other	4	8
Total	**830**	**1,572**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Sydney East Metro Employment Region

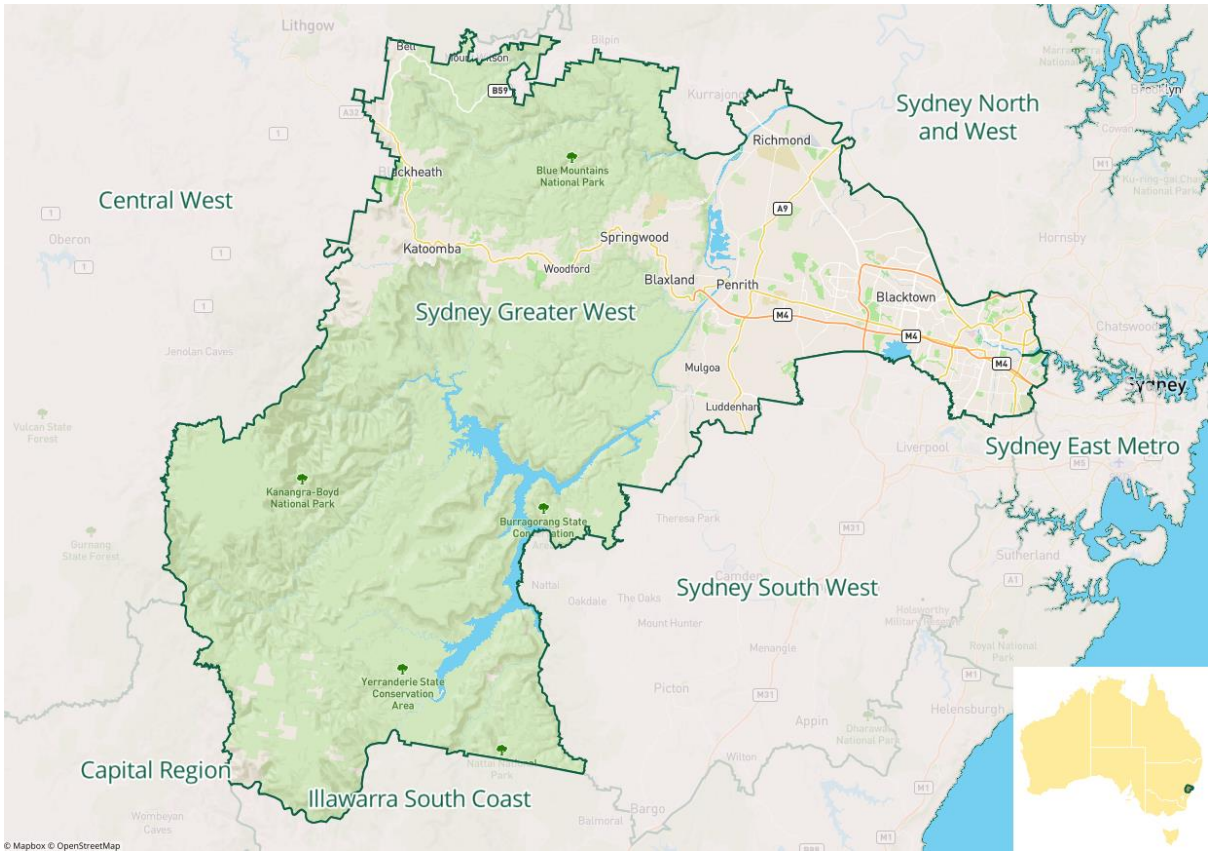


PLACES FOR SYDNEY EAST METRO EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Sutherland	131	248
Campsie	89	170
Burwood	82	157
Lakemba	71	135
Kogarah	224	425
Maroubra	165	313
Bondi Junction	55	105
Hurstville	29	55
Marrickville	28	53
Miranda	14	27
Rockdale	25	48
Redfern	17	32
Leichhardt	6	12
Punchbowl	41	78
Caringbah	18	35
Maroubra	26	50
Surry Hills	25	47
Mascot	16	30
Belmore	20	38
Ashfield	15	28
Other	4	8
Total	**1,101**	**2,094**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Sydney Greater West Employment Region



PLACES FOR SYDNEY GREATER WEST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Mount Druitt	283	538
Blacktown	238	451
Penrith	435	826
Auburn	125	238
Parramatta	280	531
St Marys	198	376
Merrylands	145	275
Windsor	107	203
Katoomba	53	100
Springwood	29	55
Richmond	25	48
Total	**1,918**	**3,641**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Sydney North and West Employment Region



PLACES FOR SYDNEY NORTH AND WEST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Lake Haven	97	185
Gosford	307	583
Wyong	146	278
The Entrance	93	177
Hornsby	57	108
Chatswood	29	55
Ryde	118	225
Toukley	82	155
Woy Woy	46	88
Bateau Bay	93	177
Ettalong	59	112
Dee Why	10	18
Baulkham Hills	16	30
Castle Hill	12	23
Other	3	5
Total	**1,168**	**2,219**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Sydney South West Employment Region



TARGET AND PLACES FOR SYDNEY SOUTH WEST EMPLOYMENT REGION

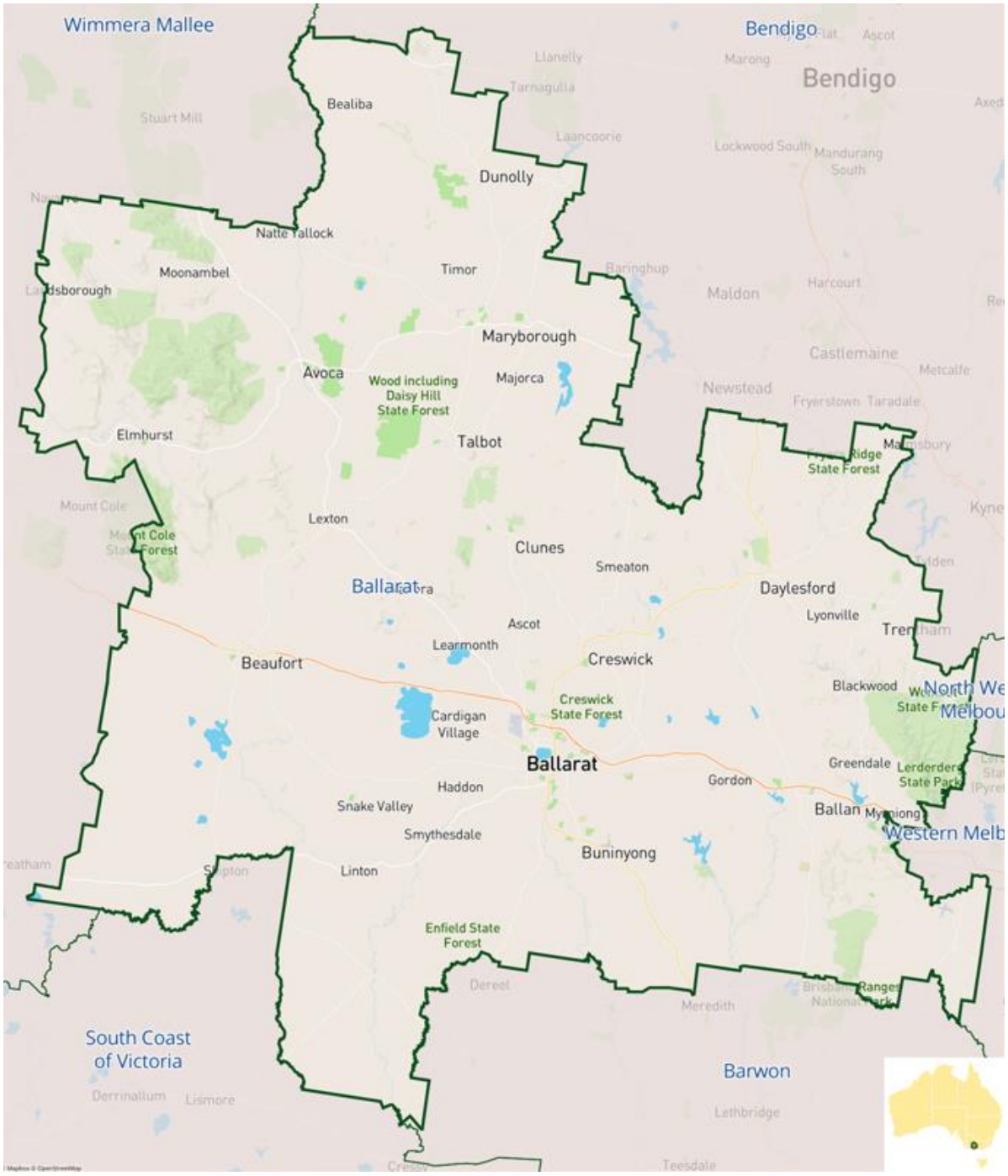
Employment Target – Sydney South West: Indicative Performance Target = 29.8 per cent

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Campbelltown	404	768
Liverpool	407	773
Fairfield	167	318
Bankstown	205	390
Ingleburn	181	345
Cabramatta	105	200
Camden	55	105
Minto	51	97
Other	2	3
Total	**1,577**	**2,999**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Victoria

Ballarat Employment Region



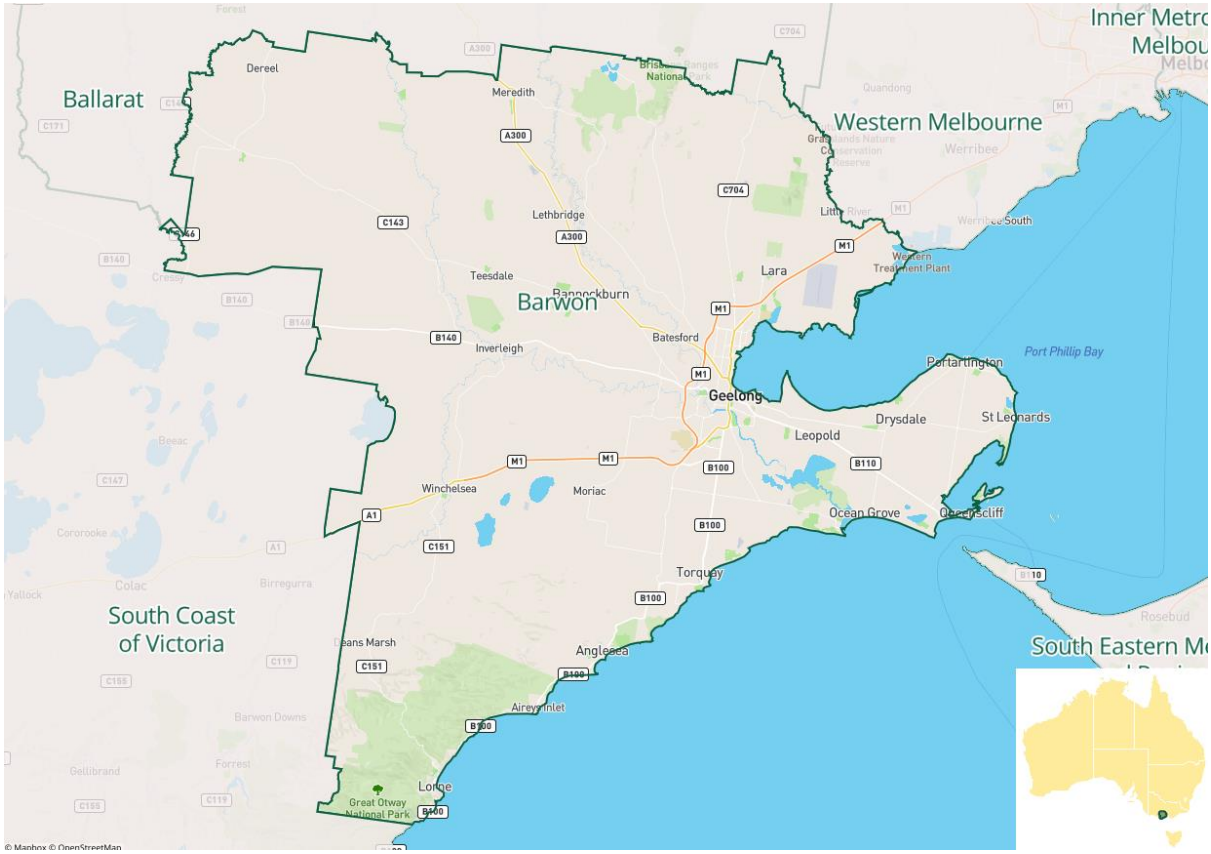
PLACES FOR BALLARAT EMPLOYMENT REGION

Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Ballarat	220	418
Maryborough	39	73
Total	**259**	**491**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

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Barwon Employment Region

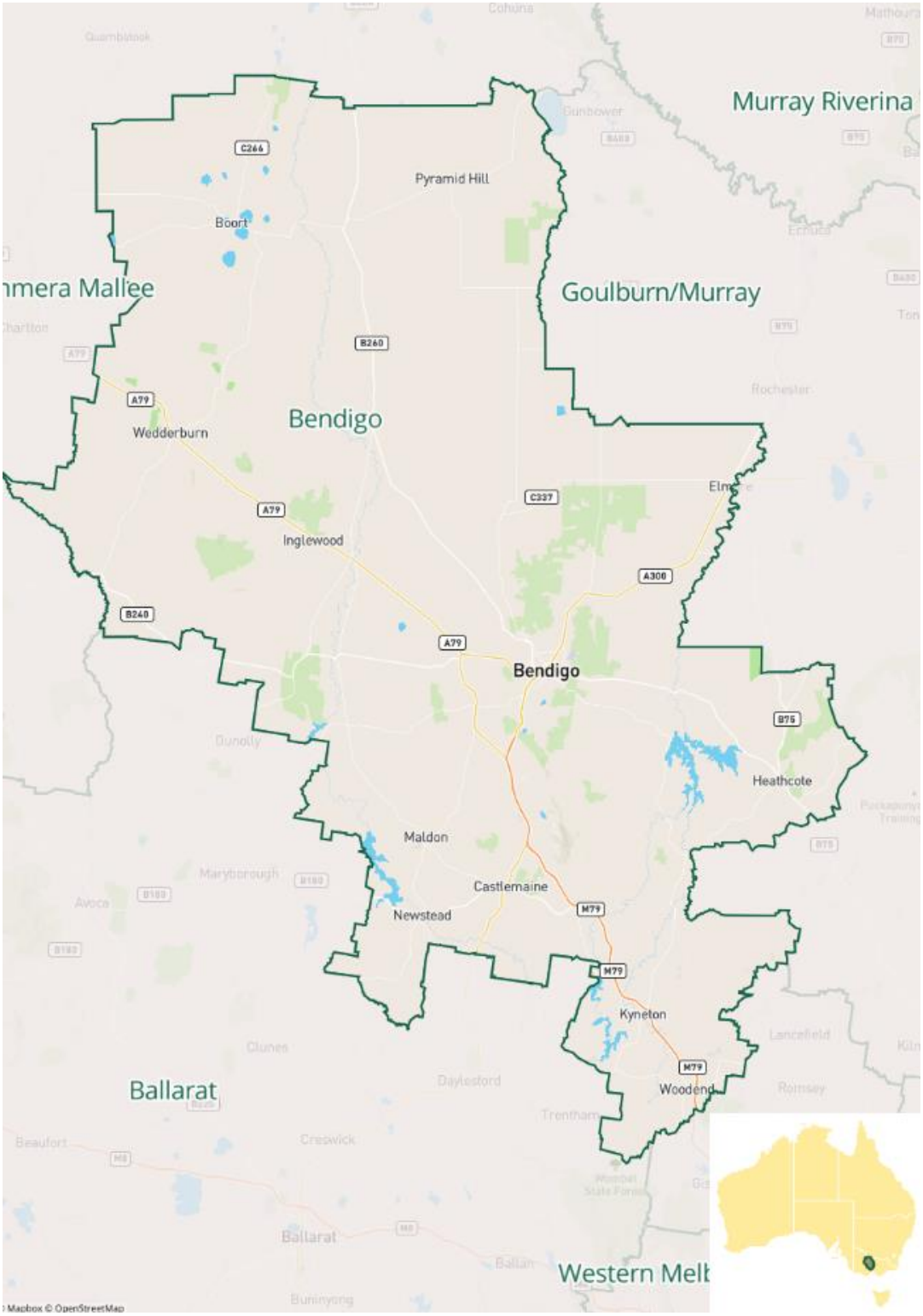


PLACES FOR BARWON EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Geelong	229	435
Corio	139	263
Belmont	74	140
East Geelong	60	113
Geelong West	25	48
Total	**527**	**999**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Bendigo Employment Region

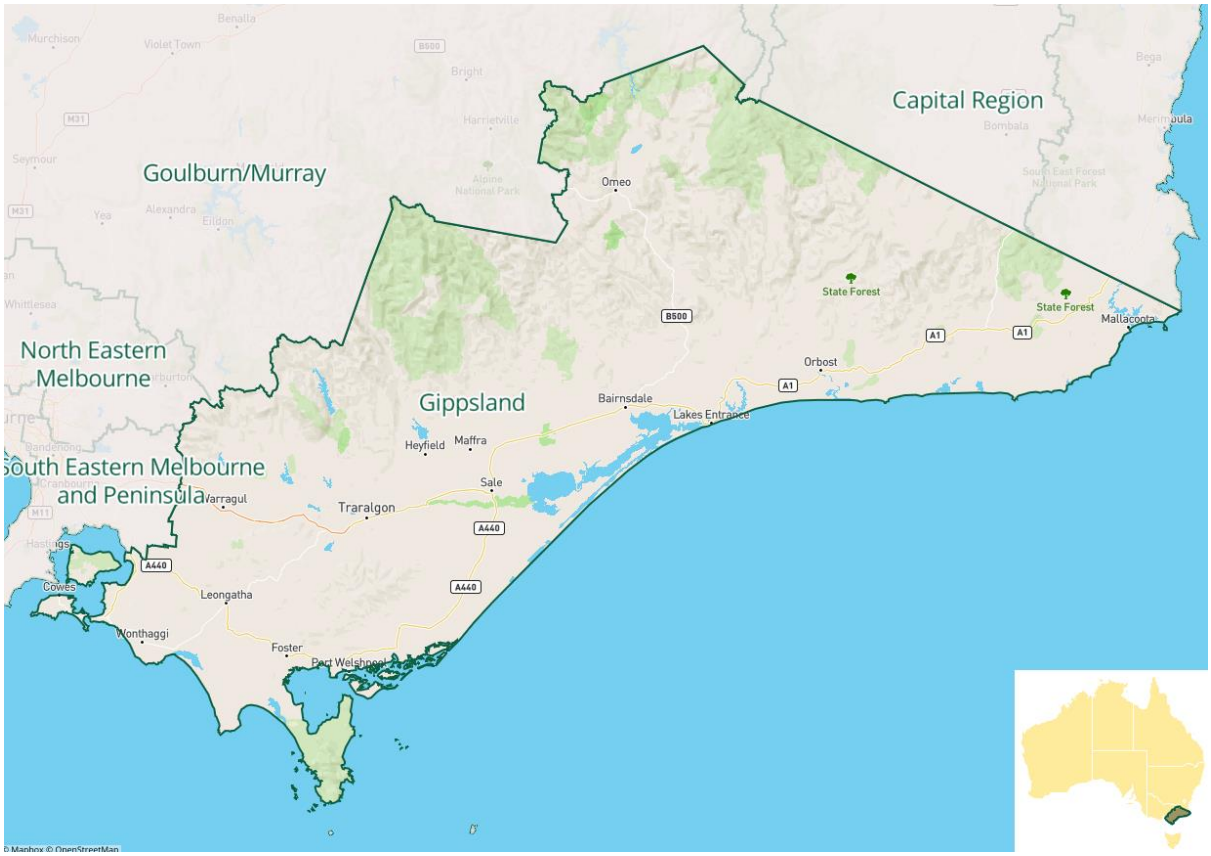


PLACES FOR BENDIGO EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Bendigo	222	421
Other	13	25
Total	**235**	**446**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Gippsland Employment Region

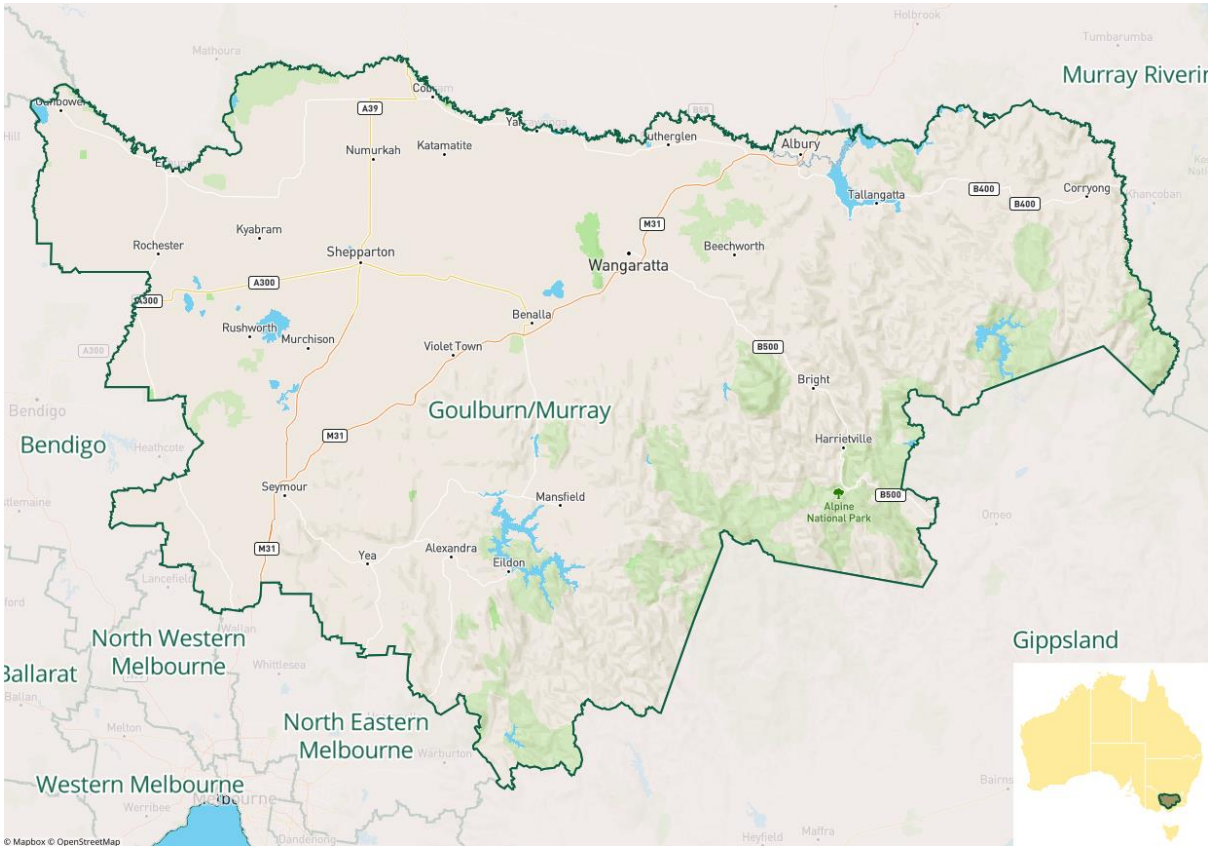


PLACES FOR GIPPSLAND EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Morwell	130	247
Bairnsdale	88	167
Moe/Warragul	163	310
Traralgon	98	187
Sale	84	160
Lakes Entrance	28	53
Leongatha	61	117
Maffra	21	40
Other	3	5
Total	**676**	**1,286**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Goulburn Murray Employment Region



PLACES FOR GOULBURN MURRAY EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Shepparton	195	370
Albury	153	291
Wodonga	120	228
Seymour	25	47
Echuca	58	110
Wangaratta	55	105
Benalla	24	45
Cobram	7	13
Other	4	7
Total	**641**	**1,216**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Inner Metropolitan Melbourne Employment Region

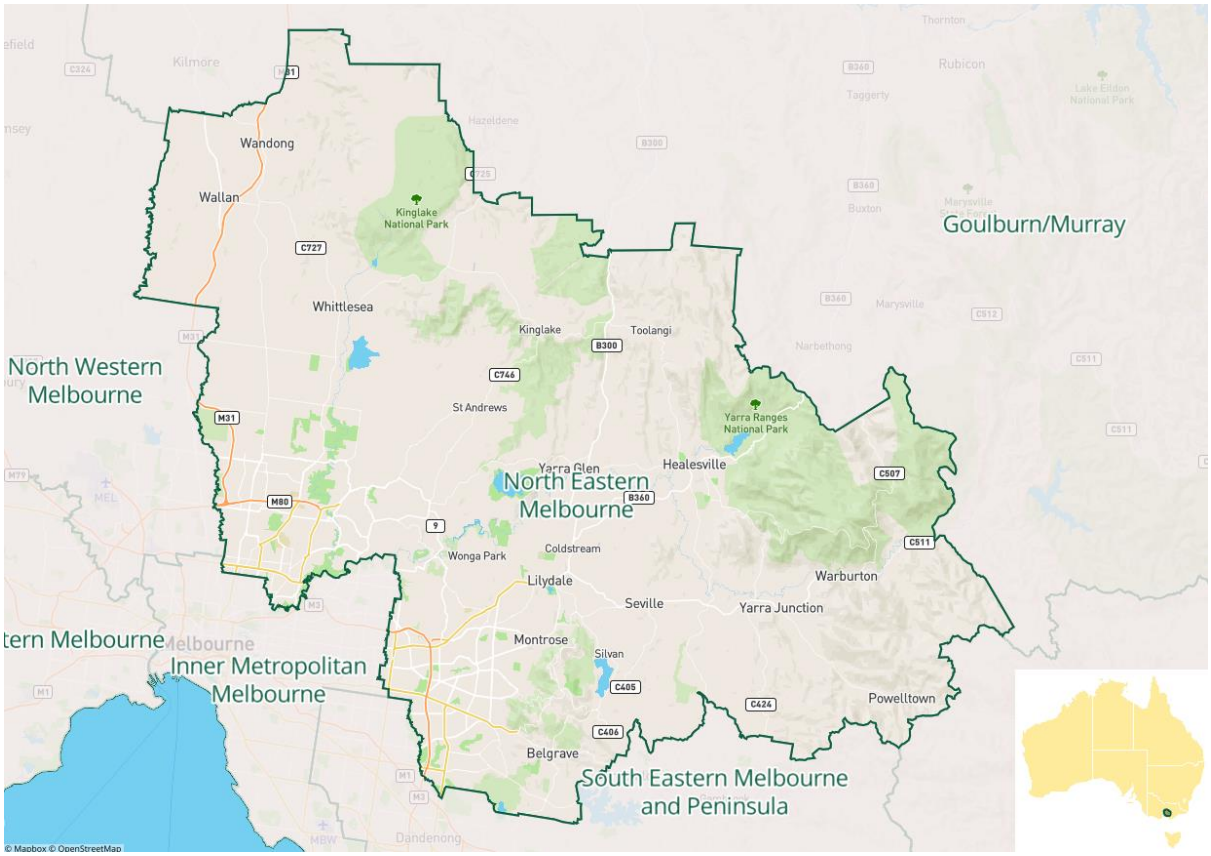


PLACES FOR INNER METROPOLITAN MELBOURNE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Box Hill	87	165
Cheltenham/Moorabbin	115	218
Melbourne	174	330
Prahran	63	120
Brunswick	82	155
Moonee Ponds	60	113
Fitzroy	10	18
Richmond	12	23
St Kilda	19	37
Fitzroy North	10	18
Total	**632**	**1,197**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

North Eastern Melbourne Employment Region



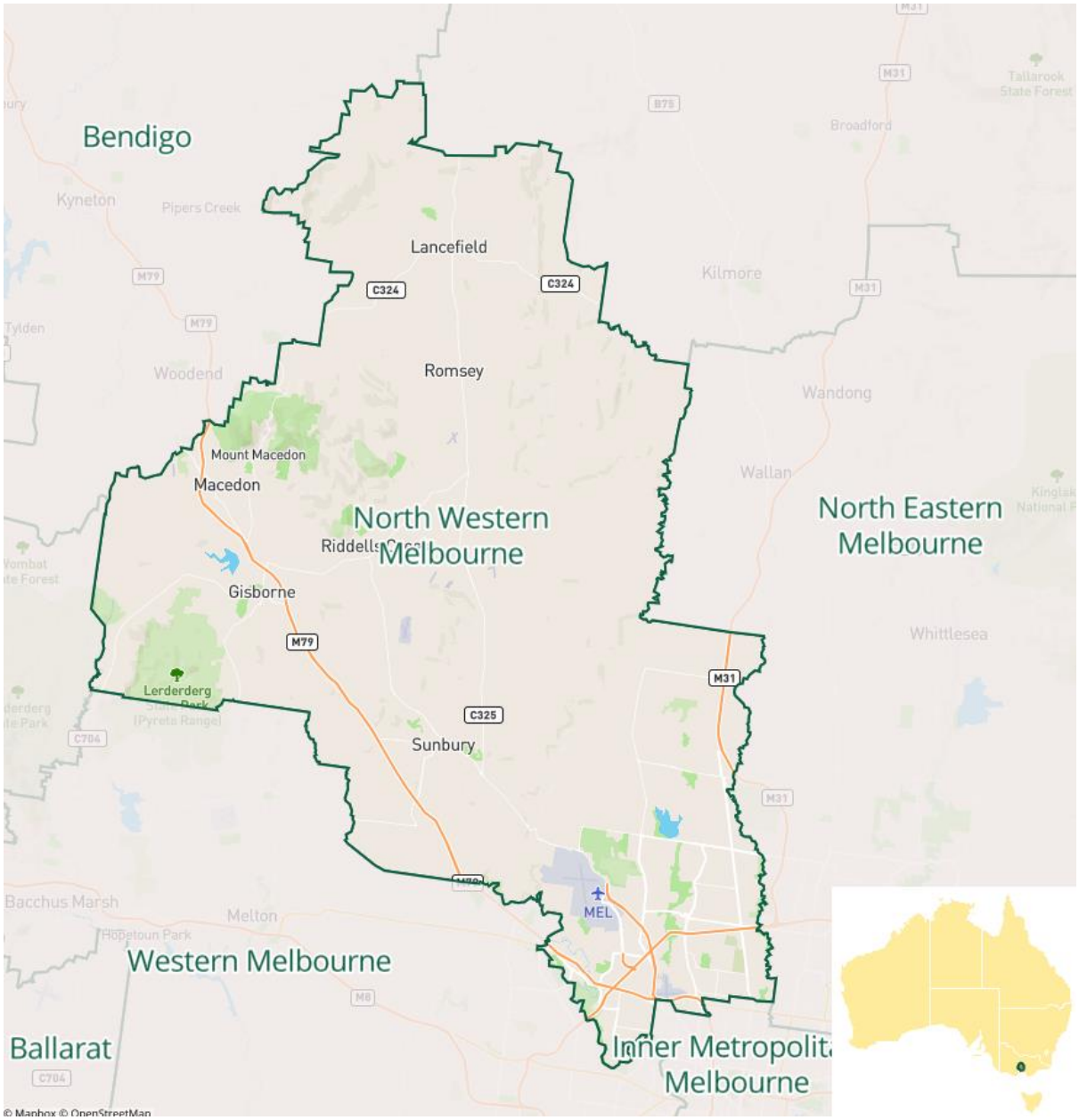
PLACES FOR NORTH EASTERN MELBOURNE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Epping	306	581
Ringwood	204	388
Lilydale	91	173
Preston	209	396
Heidelberg	53	100
Wantirna South	32	60
Rowville	46	88
Wantirna	25	48
Healesville	24	45
Total	**990**	**1,879**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

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North Western Melbourne Employment Region

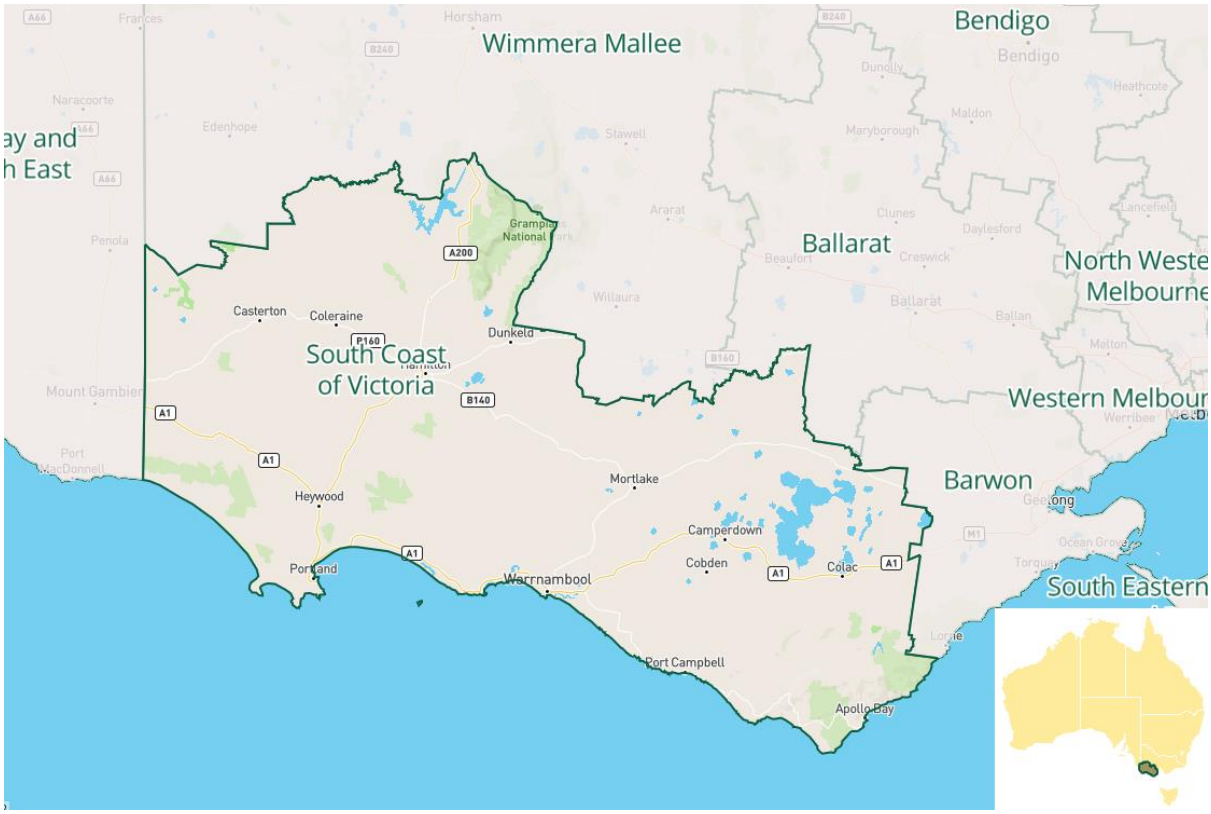


PLACES FOR NORTH WESTERN MELBOURNE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Broadmeadows	232	441
Glenroy	152	288
Sunbury	88	167
Craigieburn	333	633
Airport West	11	20
Other	2	3
Total	**818**	**1,552**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

South Coast of Victoria Employment Region

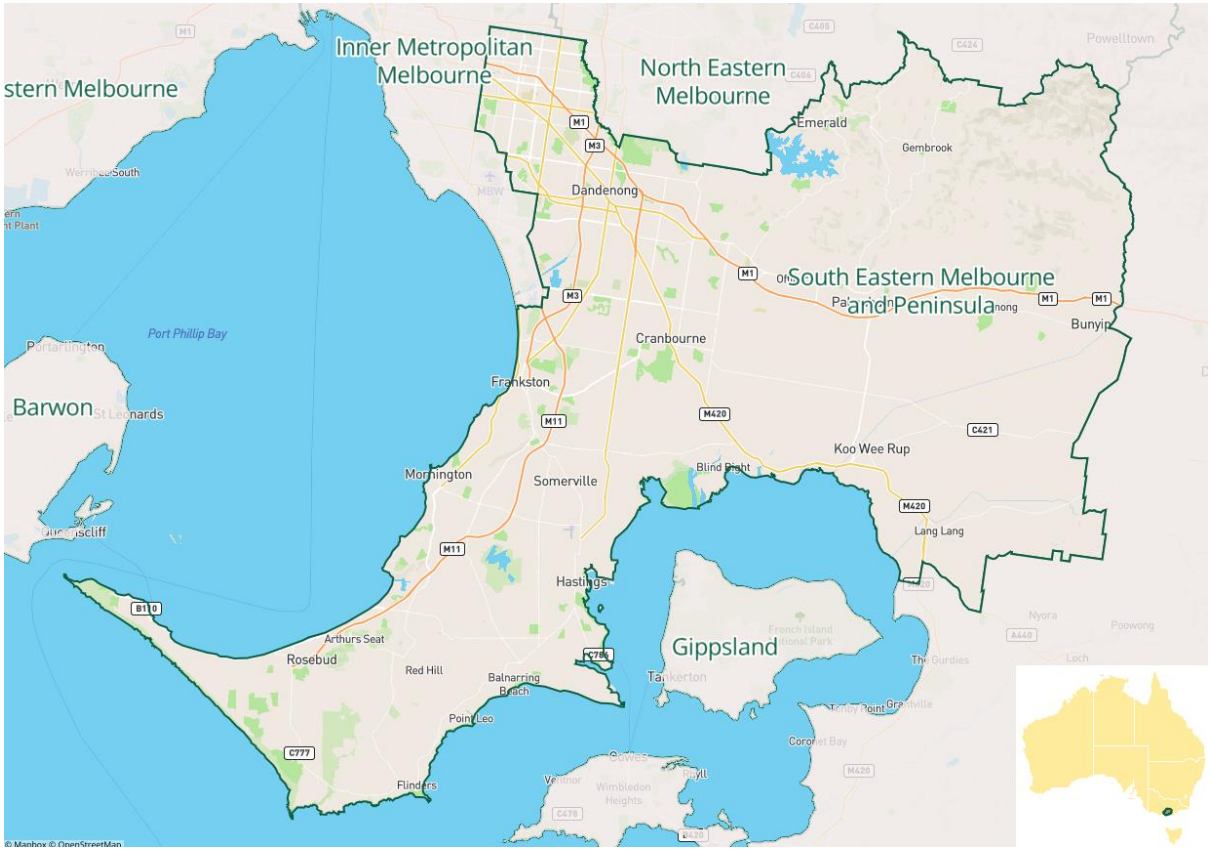


PLACES FOR SOUTH COAST OF VICTORIA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Warrnambool	97	185
Colac	43	82
Portland	51	97
Hamilton	38	72
Total	**229**	**436**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

South Eastern Melbourne and Peninsula Employment Region



PLACES FOR SOUTH EASTERN MELBOURNE AND PENINSULA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Dandenong	203	386
Frankston	326	620
Cranbourne	281	535
Narre Warren	238	453
Pakenham	153	291
Springvale	134	255
Rosebud	70	133
Hastings	56	107
Oakleigh	75	143
Mornington	73	138
Fountain Gate	96	183
Glen Waverley	21	40
Noble Park	56	107
Clayton	16	30
Total	**1,798**	**3,421**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Western Melbourne Employment Region

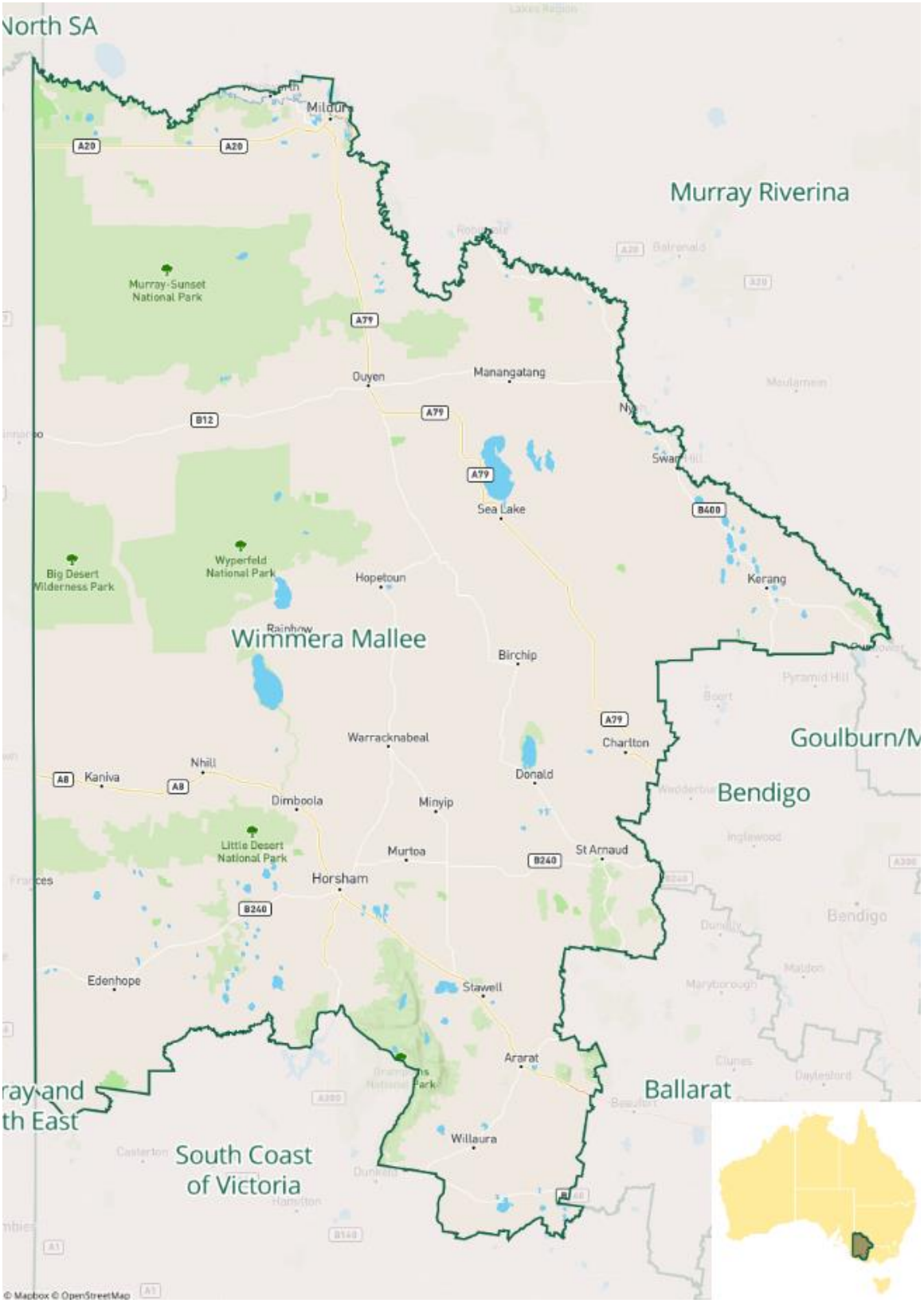


PLACES FOR WESTERN MELBOURNE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Werribee	354	673
Melton	286	543
Sunshine	247	470
Footscray	89	168
St Albans	182	346
Watergardens	25	48
Altona Meadows	46	88
Hoppers Crossing	152	288
Other	8	15
Total	**1,389**	**2,639**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Wimmera Mallee Employment Region



PLACES FOR WIMMERA MALLEE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Mildura	168	320
Horsham	66	125
Swan Hill	31	58
Ararat	32	60
Stawell	10	18
Red Cliffs	22	42
Wentworth	75	142
Other	1	2
Total	**405**	**767**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Queensland

Brisbane South East Employment Region



PLACES FOR BRISBANE SOUTH EAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Beenleigh	353	671
Woodridge	11	22
Browns Plains	298	566
Upper Mount Gravatt Bc	413	785
Kingston	428	813
Capalaba	229	435
Total	**1,732**	**3,292**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Cairns Employment Region



PLACES FOR CAIRNS EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Cairns	311	591
Atherton	66	125
Mareeba	40	77
Innisfail	58	110
Smithfield	32	60
Other	7	13
Total	**514**	**976**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Darling Downs Employment Region



PLACES FOR DARLING DOWNS EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Yarrabah	105	200
Toowoomba	476	904
Dalby	104	198
Warwick	87	165
Gatton	38	72
Goondiwindi	25	48
Stanthorpe	36	68
Roma	40	77
St George	14	27
Total	**925**	**1,759**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

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Fitzroy Employment Region

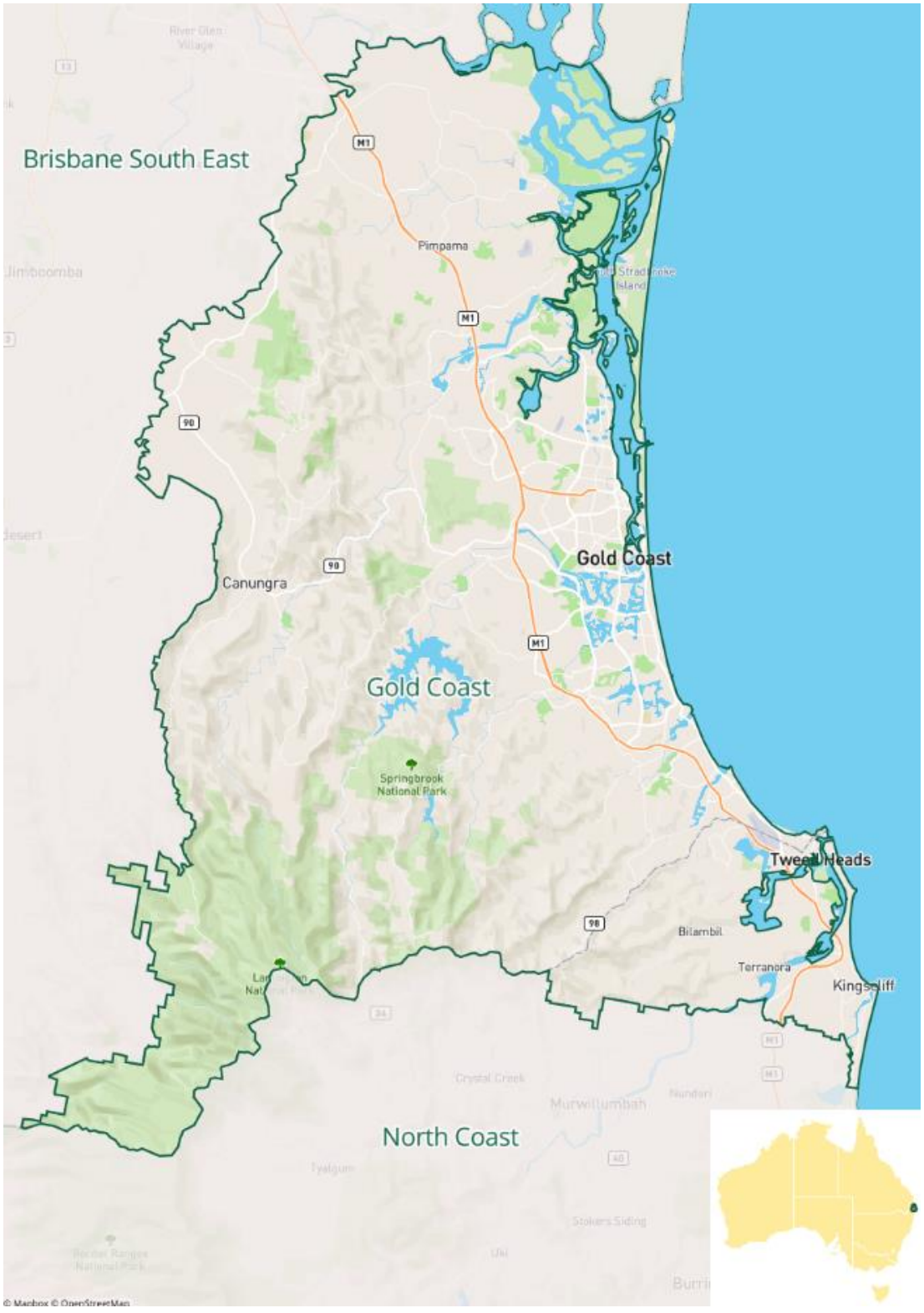


PLACES FOR FITZROY EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Rockhampton	82	157
Gladstone	169	321
Yeppoon	16	30
Emerald	13	25
Other	19	37
Total	**299**	**570**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Gold Coast Employment Region



PLACES FOR GOLD COAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Southport	306	581
Nerang	173	328
Tweed Heads South	207	393
Palm Beach	102	193
Robina	37	70
Mermaid Beach	112	213
Coomera	290	551
Total	**1,227**	**2,329**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Mackay Employment Region

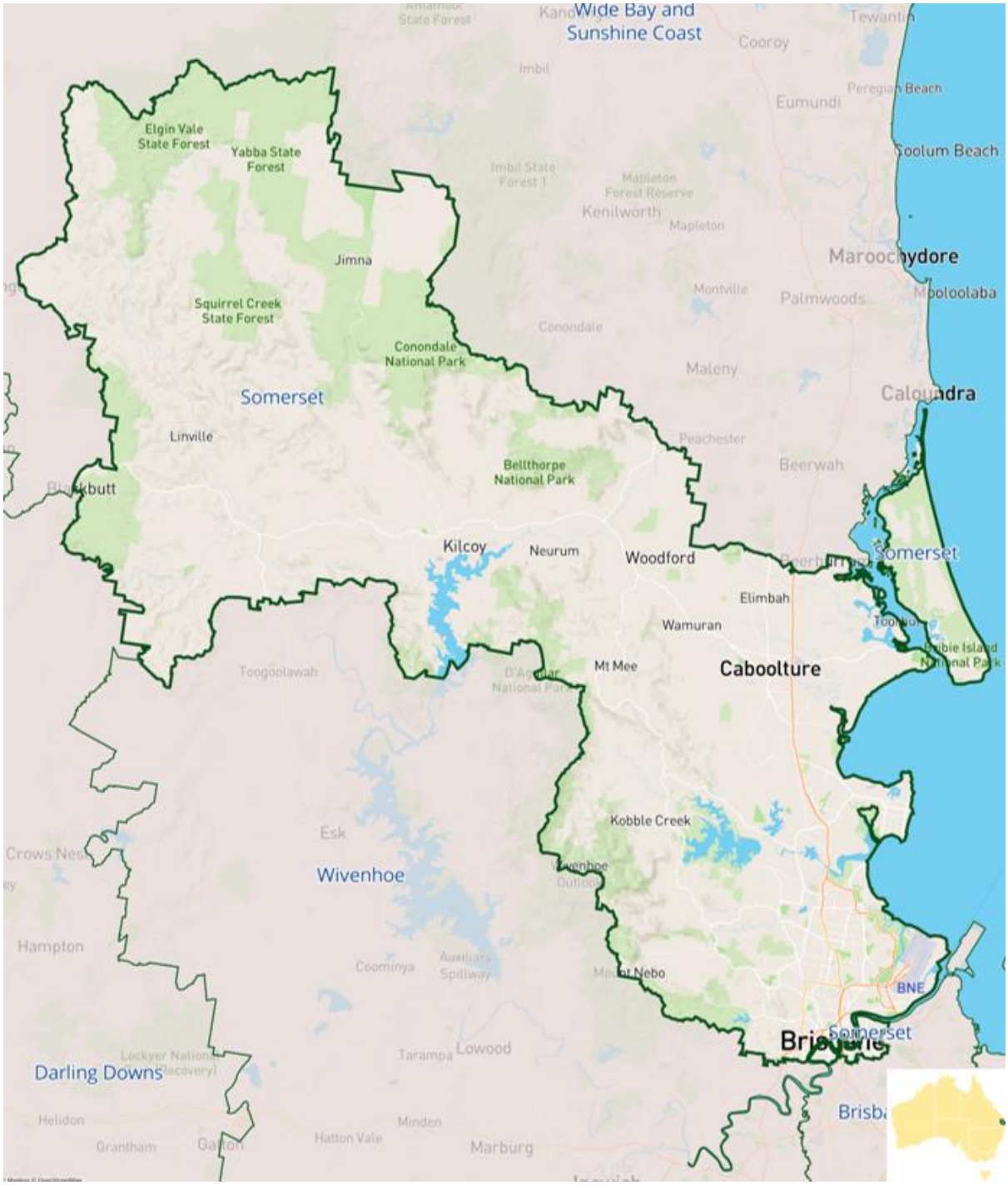


PLACES FOR MACKAY EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Mackay	333	633
Bowen	72	137
Total	**405**	**770**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Somerset Employment Region

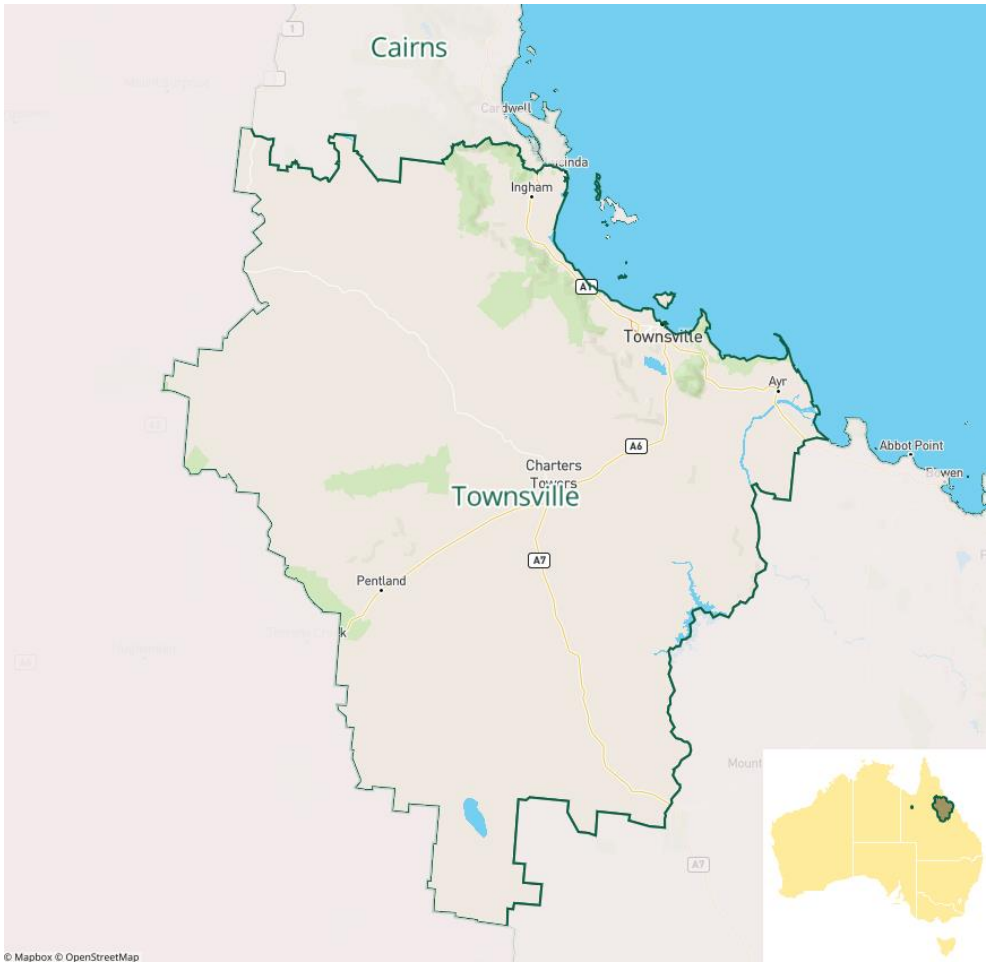


PLACES FOR SOMERSET EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Caboolture	435	826
Kippa-Ring	207	393
Strathpine	480	911
Mitchelton	180	341
Deception Bay	82	155
Toowong	11	20
Total	**1,395**	**2,646**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Townsville Employment Region (includes Mt Isa)



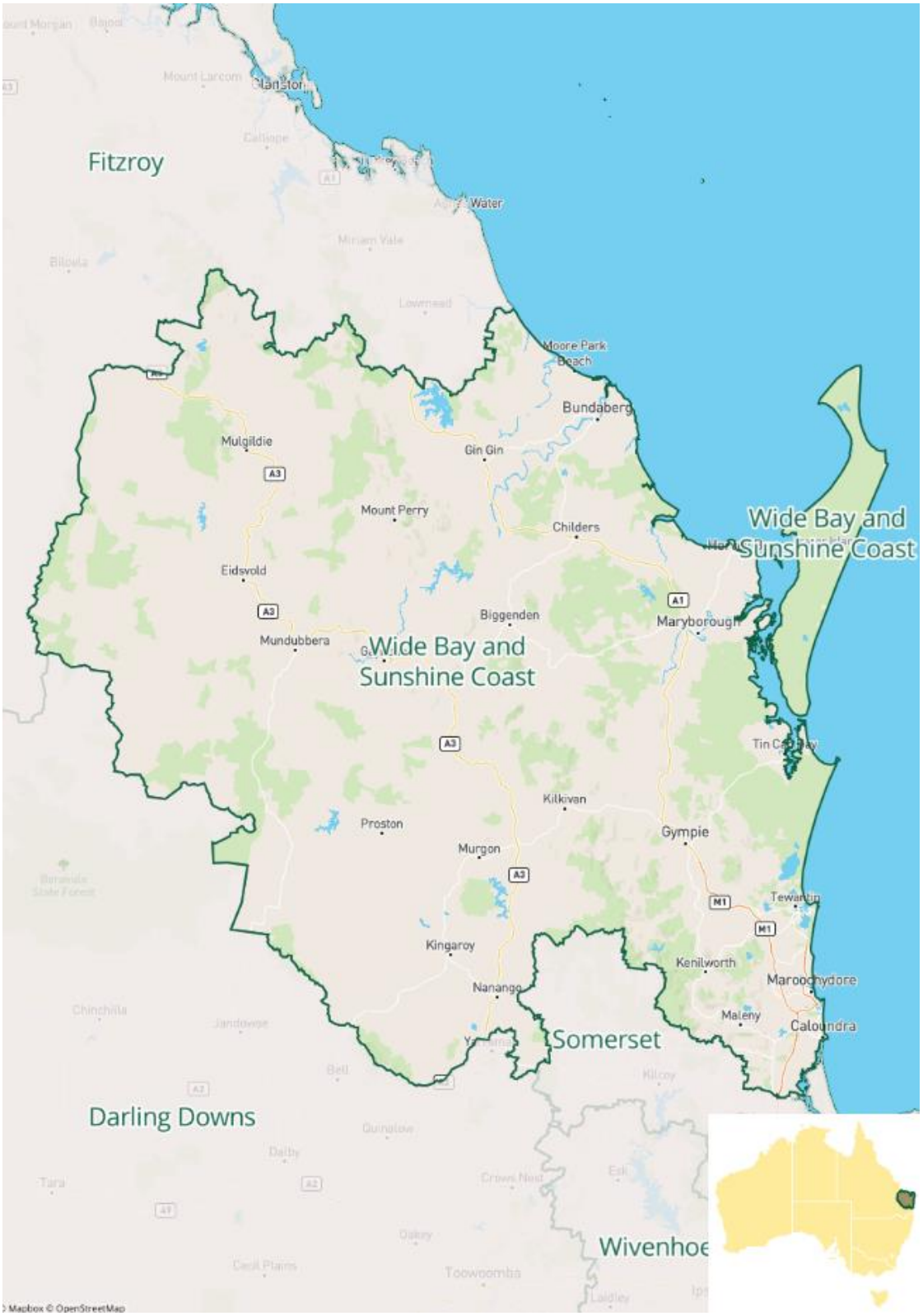


PLACES FOR TOWNSVILLE EMPLOYMENT REGION (includes Mt Isa)

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Aitkenvale	324	616
Mount Isa	166	315
Kirwan	242	460
Townsville	83	158
Charters Towers	36	68
Ayr	14	27
Ingham	11	22
Total	**876**	**1,666**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Wide Bay and Sunshine Coast Employment Region



PLACES FOR WIDE BAY AND SUNSHINE COAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Bundaberg	324	616
Maroochydore	279	530
Caloundra	136	258
Gympie	386	733
Kingaroy	177	336
Nambour	227	431
Hervey Bay	221	420
Maryborough	39	73
Childers	51	97
Noosaville	17	32
Buddina	42	80
Total	**1,899**	**3,606**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Wivenhoe Employment Region



PLACES FOR WIVENHOE EMPLOYMENT REGION

Indicative Location	Indicative Places)	Indicative Number of Participants in TtW (annual)
Ipswich	537	1,021
Goodna	172	326
Inala	231	438
Total	**940**	**1,785**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

South Australia

Adelaide North Employment Region



PLACES FOR ADELAIDE NORTH EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Salisbury	286	543
Modbury	193	366
Gawler	62	118
Enfield	160	305
Woodville	281	535
Mile End	172	326
Elizabeth	75	142
Smithfield	92	175
Total	**1,321**	**2,510**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Adelaide South Employment Region

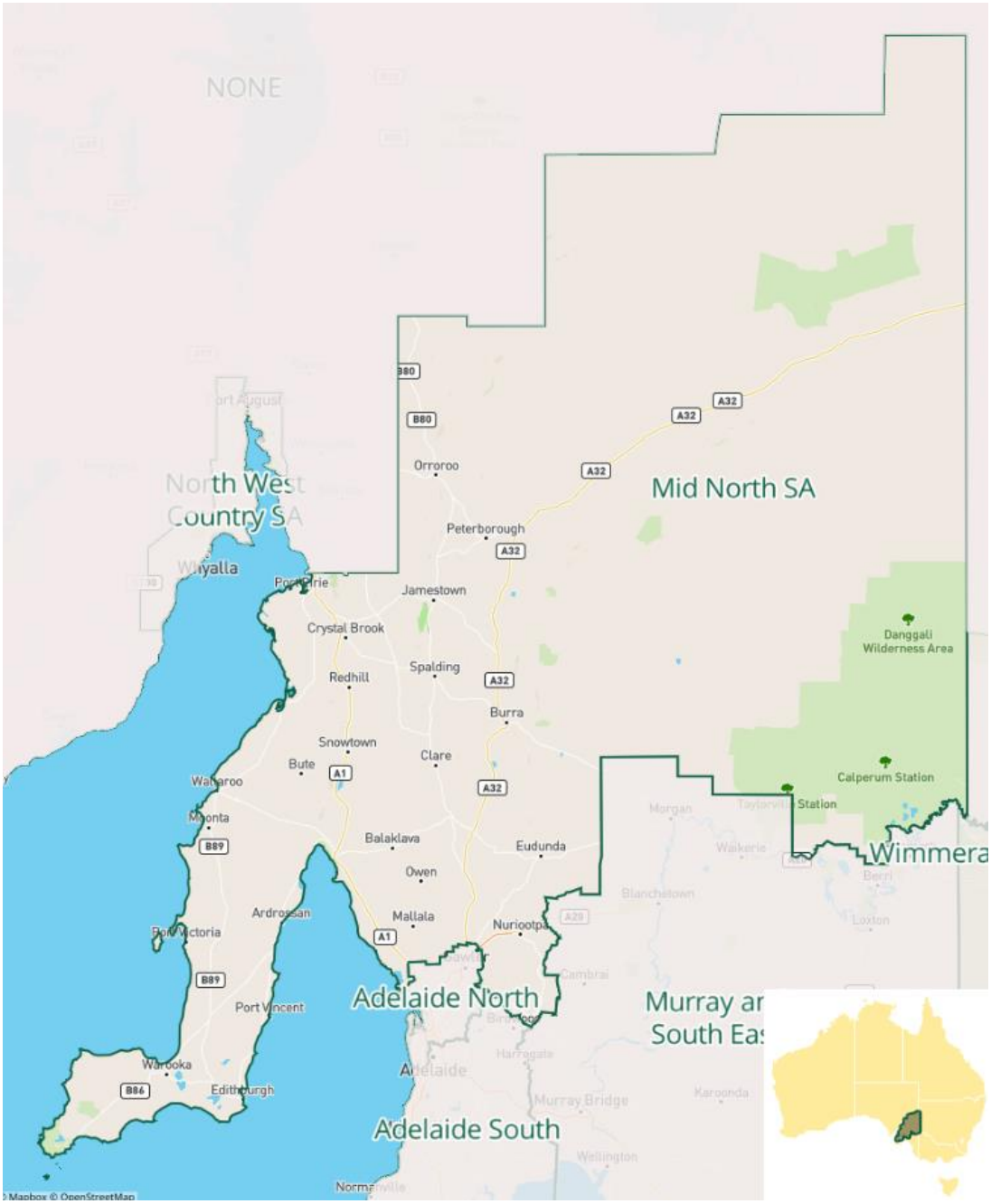


PLACES FOR ADELAIDE SOUTH EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Christies Beach	320	608
Mount Barker	60	115
Adelaide	186	353
Melrose Park	57	108
Marion	32	62
Victor Harbor	10	18
Glenelg	14	27
Warradale	18	33
Total	**697**	**1,324**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Mid North SA Employment Region

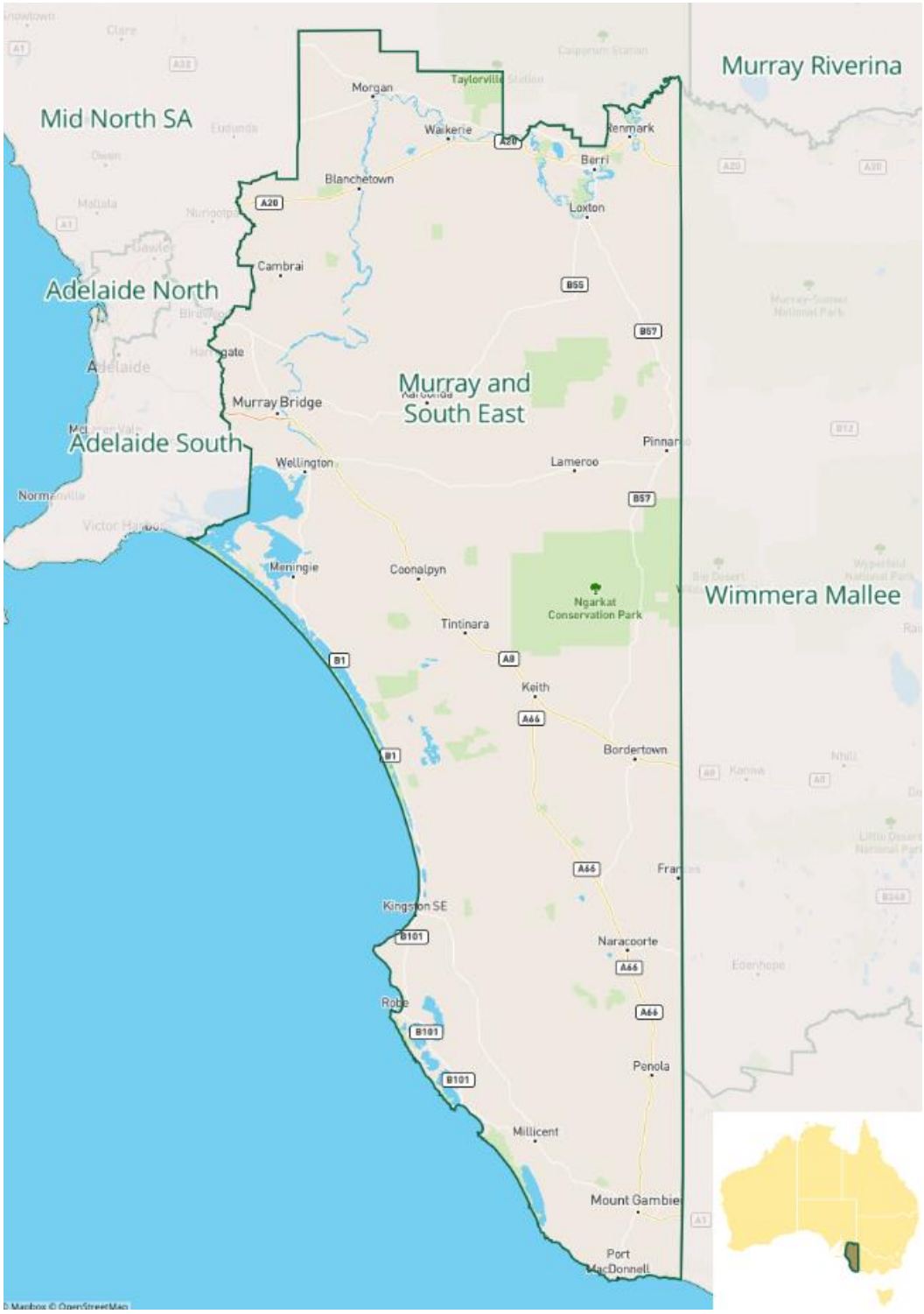


PLACES FOR MID NORTH SA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Port Pirie	73	138
Kadina	44	83
Other	7	12
Total	**124**	**233**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Murray and South East Employment Region



PLACES FOR MURRAY AND SOUTH EAST EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Mount Gambier	69	132
Berri	39	73
Renmark	34	65
Loxton	12	23
Murray Bridge	32	60
Total	**186**	**353**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

North West Country SA Employment Region





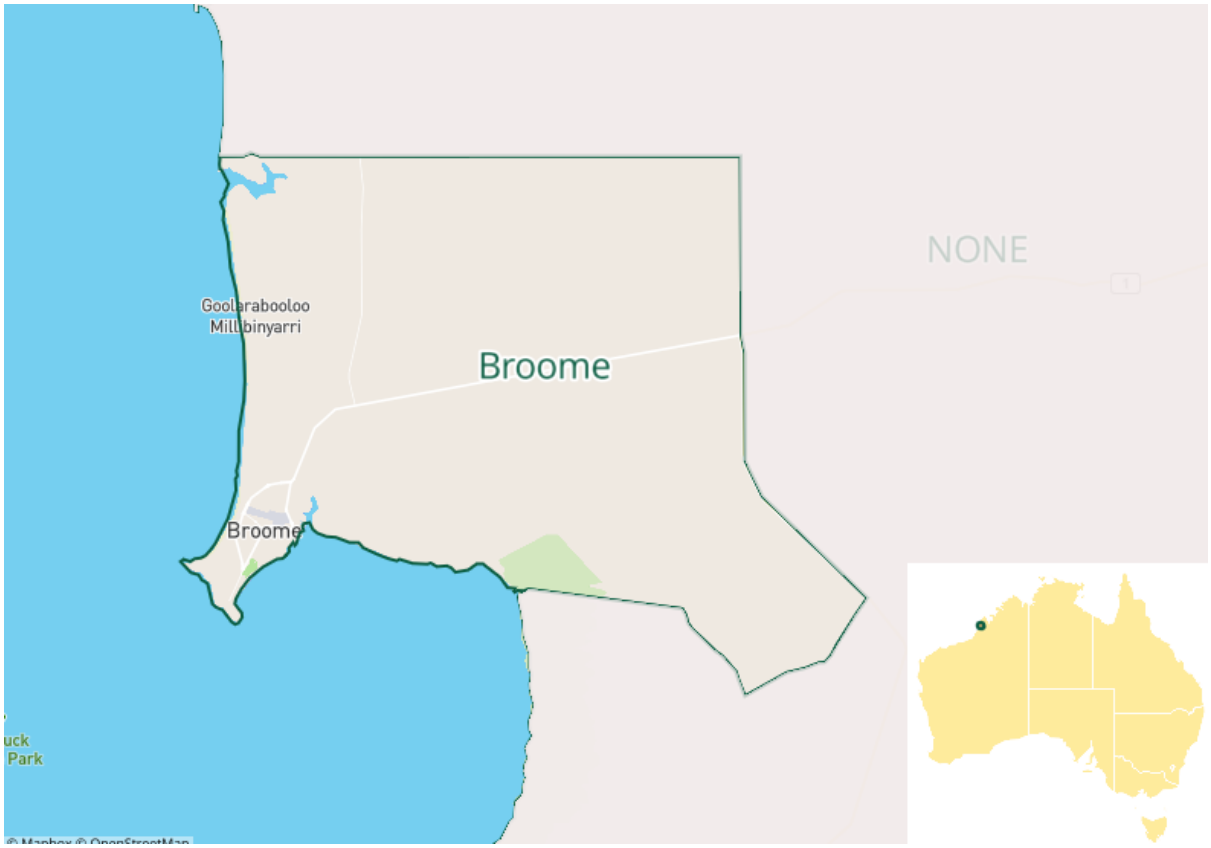
PLACES FOR NORTH WEST COUNTRY SA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Port Augusta	142	270
Port Lincoln	79	150
Whyalla Norrie	140	267
Total	**361**	**687**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Western Australia

Broome Employment Region



PLACES FOR BROOME EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Broome	51	97
Total	**51**	**97**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Esperance Employment Region

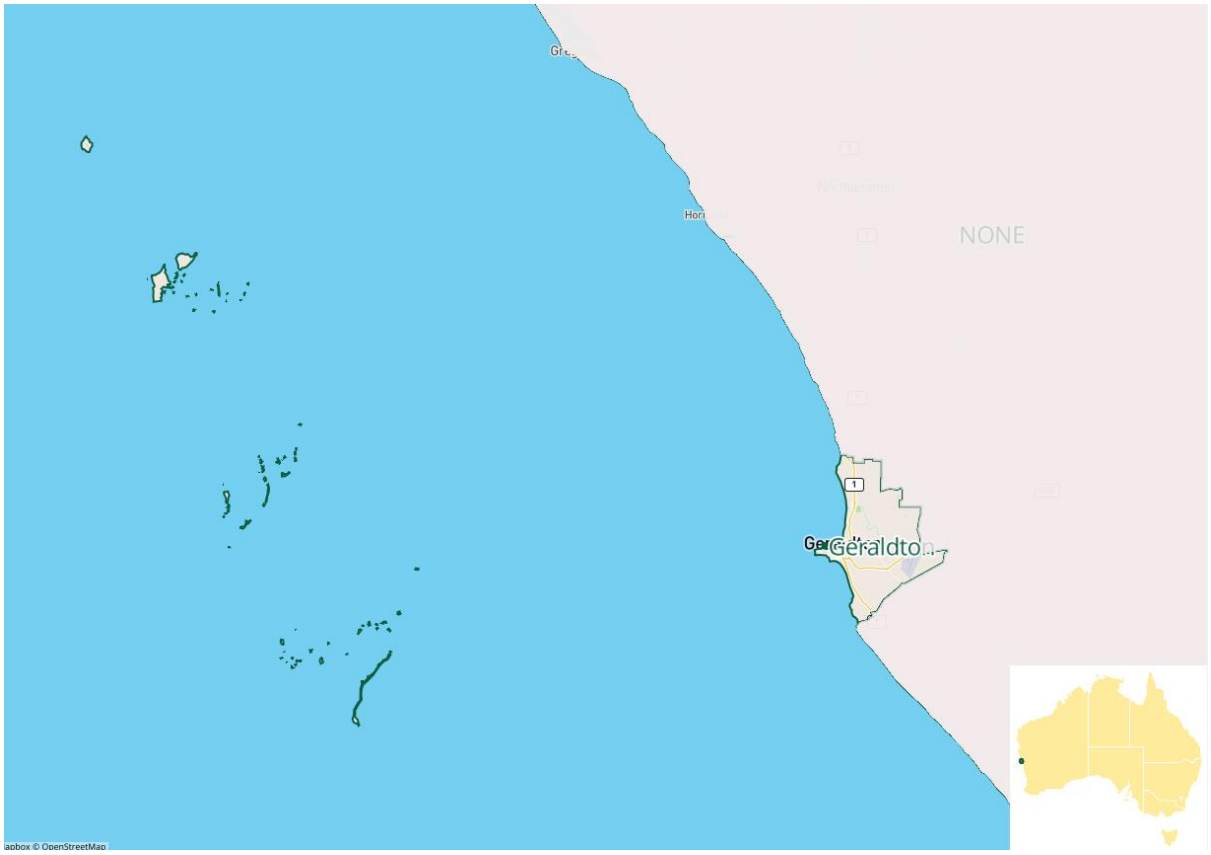


PLACES FOR ESPERANCE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Esperance	38	72
Total	**38**	**72**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Geraldton Employment Region



PLACES FOR GERALDTON EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Geraldton	146	278
Total	**146**	**278**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Great Southern Wheatbelt Employment Region

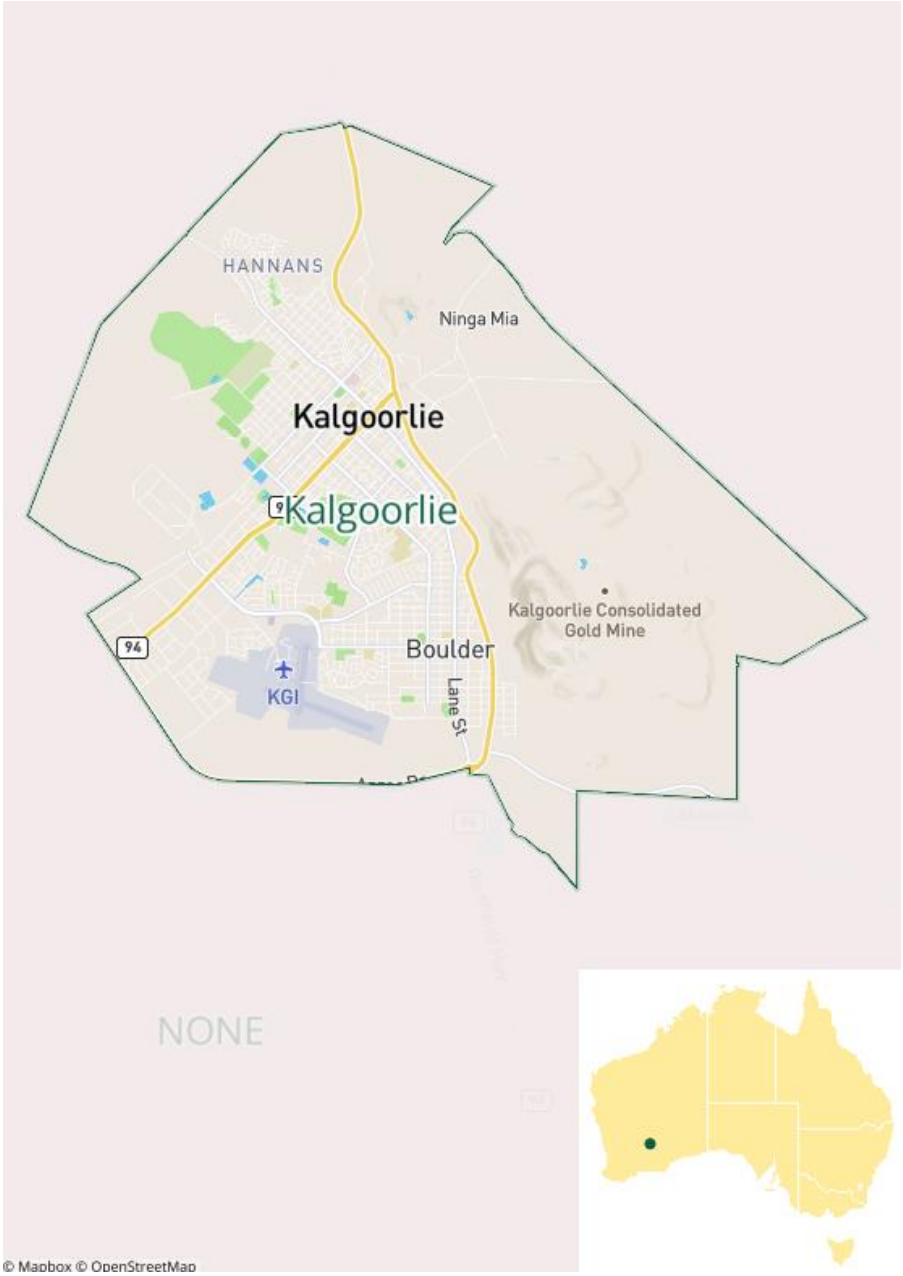


PLACES FOR GREAT SOUTHERN WHEATBELT EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Albany	114	217
Northam	46	88
Katanning	23	43
Other	3	5
Total	**186**	**353**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Kalgoorlie Employment Region

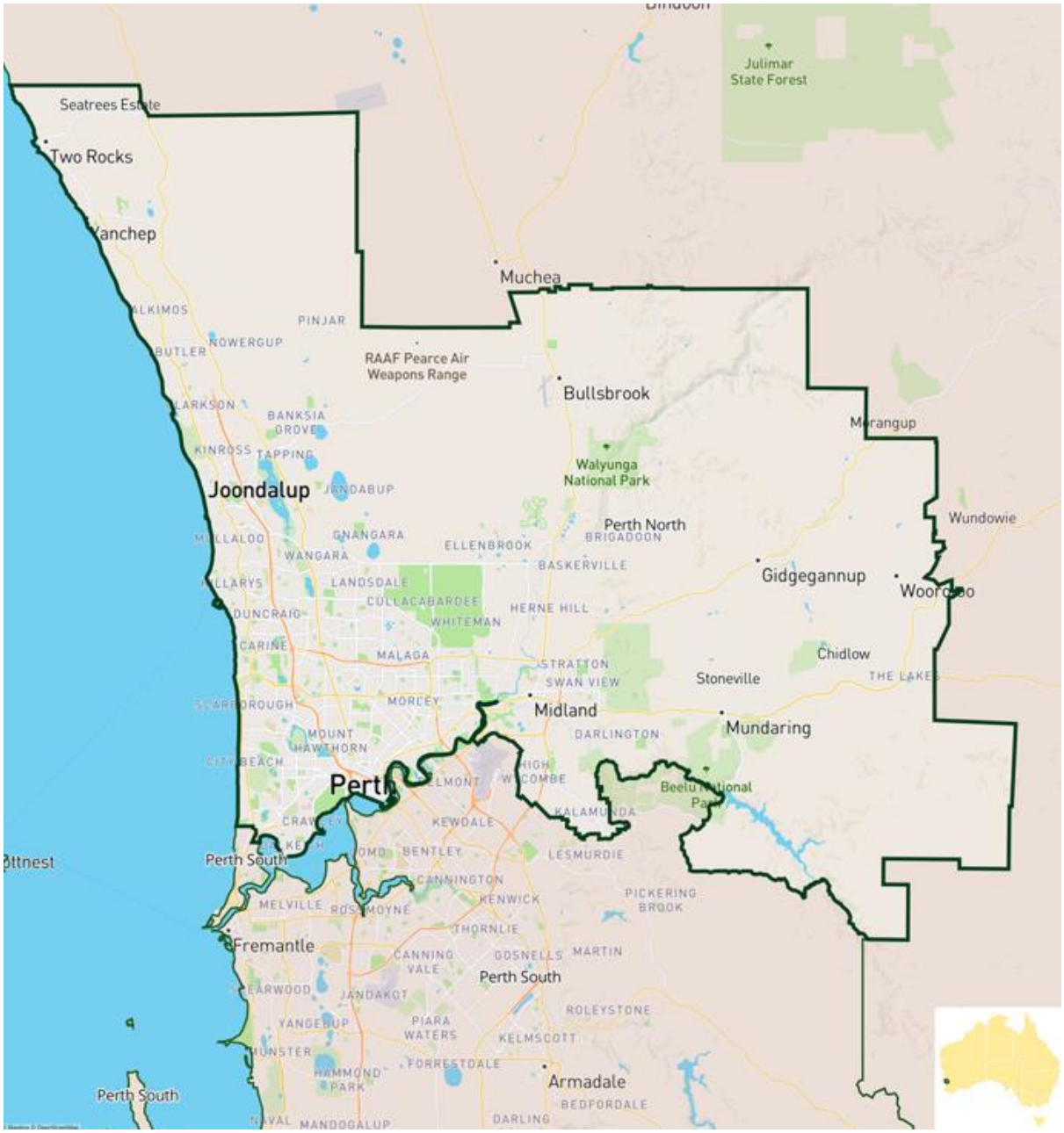


PLACES FOR KALGOORLIE EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Kalgoorlie	134	255
Total	**134**	**255**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Perth - North Employment Region



PLACES FOR PERTH - NORTH EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Midland	208	395
Mirrabooka	330	626
Morley	155	295
Joondalup	169	321
Clarkson	149	283
Osborne Park	32	62
Northbridge	2	3
Total	**1,045**	**1,985**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Perth - South Employment Region



PLACES FOR PERTH SOUTH EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Rockingham	290	551
Mandurah	221	420
Cannington	479	909
Armadale	413	785
Fremantle	305	580
Kwinana Town Centre	131	248
Pinjarra	34	65
Total	**1,873**	**3,558**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

South West WA Employment Region



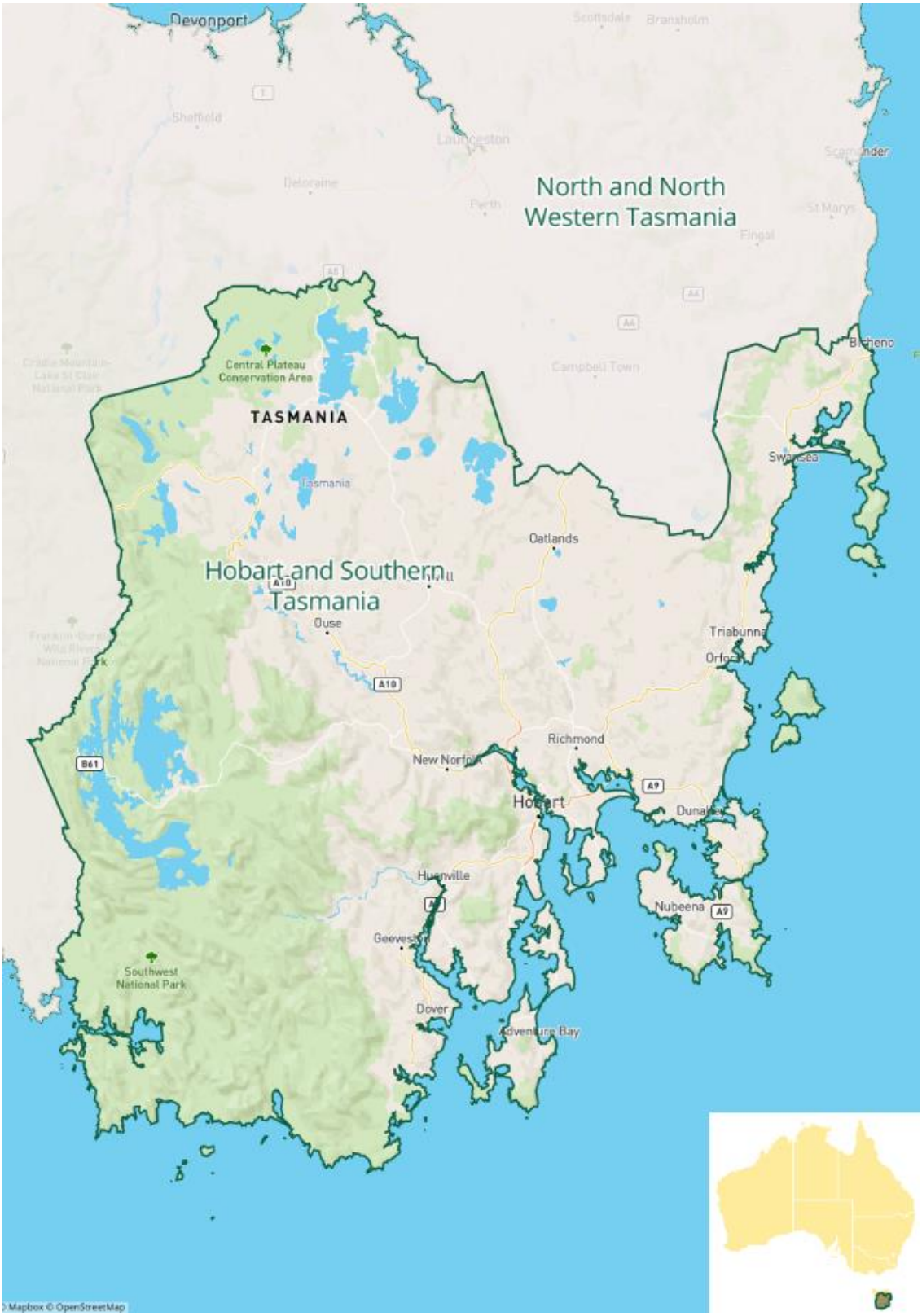
PLACES FOR SOUTH WEST WA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Bunbury	223	423
Busselton	97	185
Other	8	15
Total	**328**	**623**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Tasmania

Hobart and Southern Tasmania Employment Region



PLACES FOR HOBART AND SOUTHERN TASMANIA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Glenorchy	323	615
Hobart	288	546
Sorell	46	88
New Norfolk	58	110
Huonville	61	117
Rosny Park	221	420
Total	**997**	**1,896**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

North and North Western Tasmania Employment Region



PLACES FOR NORTH AND NORTH WESTERN TASMANIA EMPLOYMENT REGION

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Launceston	373	708
Devonport	169	321
Burnie	144	273
Total	**686**	**1,302**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Northern Territory

Darwin Employment Region (includes Alice Springs)





PLACES FOR DARWIN EMPLOYMENT REGION (includes Alice Springs)

Indicative Location	Indicative Places	Indicative Number of Participants in TtW (annual)
Casuarina	198	376
Palmerston	176	335
Alice Springs	60	115
Darwin	55	105
Total	**489**	**931**

Note: This data is indicative, and the department does not, and will not guarantee the number of Participants that will be referred to a provider within a region. Any Location within an Employment Region where the number of Participants is expected to be less than 10 is not shown.

Appendix E Draft Service Guarantee

Transition to Work Service Guarantee

This Transition to Work Service Guarantee reflects the Australian Government's expectations of Transition to Work Providers. It sets out the minimum level of service each Participant can expect to receive, as well as the requirements they need to meet while looking for employment.

The Australian Government provides a range of services to help young people looking for work. The main objective of Transition to Work is to help highly disadvantaged young people, including those with a range of complex personal issues, improve their work readiness, upskill and find and keep a job.

What you can expect from your Transition to Work Provider

Your Provider will:

- work with you to identify your strengths and any challenges you may personally face to increasing your work readiness
- provide services to help you improve your capabilities and work readiness
- work with you to develop your Job Plan. This sets out the services you will receive and the activities that you will undertake to improve your capabilities and work readiness
- reassess your needs if your circumstances change
- help you access, where appropriate, courses to complete Year 12 or gain a Certificate III qualification (or above)
- provide you with tailored career advice, help you prepare a résumé and write job applications
- refer you to suitable jobs
- help you find out about and access apprenticeship/traineeship opportunities
- help you to gain work experience through use of wage subsidies or work trial placements (where appropriate)
- keep in contact with you and your employer once you have started a job and provide support if there are difficulties in keeping the job, or keep in contact with your education institution once you have started studying
- treat you fairly and with respect, taking account of any cultural sensitivities and the prevalence of mental ill-health in young people and empowering you to make informed decisions
- give young people a voice in the development of the services you receive and government policy
- provide you with the services that are set out in their Service Delivery Plan.

What is expected of you

There are some things you need to do, including:

- do everything you have agreed to do in your Job Plan
- accept any suitable job

- make every effort to get and keep a job
- contact your Provider as soon as possible if you are unable to attend an appointment or if you are having difficulties doing an activity in your Job Plan
- notify your Provider of any changes in your circumstances, e.g. if your address changes, or if you are currently facing any personal challenges.

If your Provider determines that you are repeatedly not meeting your Mutual Obligation requirements without good reason, they may exit you from Transition to Work.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your Provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your Provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your Provider holds about you, and have it corrected if needed.

Compliments, suggestions, or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your Transition to Work Provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your Transition to Work Provider first. Your Transition to Work Provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your Transition to Work Provider, or you are still not happy, you can contact the Department of Education, Skills and Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerserviceline@dese.gov.au.

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your Transition to Work Provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia. Contact details for Services Australia can be found at www.servicesaustralia.gov.au

Appendix F Service Delivery Plans – Information for Providers delivering Transition to Work

Explanatory Note

All capitalised terms have the same meaning as in the Transition to Work Deed 2022–27. In this document, '**must**' means that compliance is mandatory and '**should**' means that compliance represents best practice and that compliance is discretionary.

Disclaimer

This advice is not a stand-alone document and does not contain the entirety of Providers' obligations.

It **must** be read in conjunction with the Deed and any relevant Guidelines or reference material issued by Department of Education, Skills and Employment (the department) under or in connection with the Deed.

Summary

The capacity for Providers to develop and deliver flexible servicing arrangements is an essential component of Transition to Work (TtW).

A Provider's Service Delivery Plan captures the commitments that they made in their Tender response in an easy-to-read format. It is their main tool to showcase to stakeholders (such as Participants and employers) the services that they can expect to receive.

A Provider's compliance with the commitments in their Service Delivery Plan, the Service Guarantee and their Tender (Service Offer) is an integral part of the Performance Framework measure of Quality (KPI 3).

The purpose of this document is to provide information to Providers about developing, approving and changing these commitments and Service Delivery Plans, at the start of the Deed and throughout the Deed period.

Developing Service Delivery Plans

As outlined in the Request for Tender Transition to Work 2022–27, successful Providers need to submit one or more Service Delivery Plan(s) that reflect the services described in their Tender. These must be submitted within 4 weeks of being notified of the provision acceptance of their Tender. The specific date for each Provider will be detailed in their Letter of Offer.

The aim of the Service Delivery Plan is to communicate with stakeholders about the services they can expect to receive, especially Participants and employers. Providers should also consider the following when developing their Service Delivery Plan(s):

- The audience of the Plan. Providers should use language that's appropriate for the stakeholders that each Plan (or section of a Plan) is talking to.
- The intent and purpose of the commitment being incorporated into the Plan. Providers should retain this and not diminish it in any way, even though the Plan is likely to use different language from what was in the Proposal response.
- That some commitments they made in their Tender may not be appropriate for their Service Delivery Plan. The department may still identify these commitments for ongoing monitoring and assessment, separate to the Service Delivery Plan.
- How their Plans will interact or relate to one another, if they develop multiple Plans. This is especially important where subcontracting and consortia arrangements are in place.

While the format and style of the Service Delivery Plan is entirely at the Provider's discretion, Providers are reminded that the Service Delivery Plan must complement the Service Guarantee. Providers should also be mindful that the Service Delivery Plan must be able to be provided to stakeholders, including Participants, and displayed prominently in their offices. The final Service Delivery Plans are required to be part of a Provider's Connections for Quality page on the JobSearch website and therefore, Providers will need to ensure that the documents meet accessibility guidelines.

Submitting a Service Delivery Plan to the Department

Providers should send their completed Plan to their Account Manager by the date outlined in their Letter of Offer. All Plans must be accessible. Further advice on accessibility requirements is outlined below.

The department reserves the right to not accept Service Delivery Plans submitted to the department after the due date and to withdraw the provisional contract offer.

Assessment

The department will assess all Plans submitted by successful Providers. As part of this assessment, the department will consider the following questions:

- Does the Provider's Service Delivery Plan address the commitments made in their Tender for relevant stakeholders and Employment Region?
- Are the core elements outlined in the Service Delivery Plan clear and measurable?
- Is the Plan in a format that is clear and easy-to-read, and does it outline the services that stakeholders—in particular Participants and employers—can expect to receive?

Commitments not included in the Service Delivery Plan

Recognising that not all commitments made in a Tender can or should be incorporated into a Service Delivery Plan, the department will also identify any other commitments that it determines are core to the Provider's overall servicing strategy and that should be monitored and assessed throughout the Deed period. This can include commitments identified as commercial-in-confidence, or commitments that relate to the Provider's relationship with the department. These are called Service Offer commitments.

If Providers elect to, they can provide the department with details on these commitments—that is, those that they recognise as part of their overall servicing strategy, but would like to exclude from the Service Delivery Plan. They should do this at the same time that they provide their draft Plans.

During implementation, the department will provide details of any Service Offer commitments that it intends to monitor, outside of the Service Delivery Plan.

Assessment outcomes

There are 3 potential outcomes from an assessment:

- **Service Delivery Plan approved**: The initial Plan presented to the department is approved. It contains material commitments made in the Provider's Tender that should be included and is clear and measurable. The department will notify Providers when their Plan is approved and contracting will continue as required. The Service Delivery Plan will be part of the Deed.
- **Request for review**: This is where the department asks a Provider to reconsider their submission because it determines that a material commitment is missing or there is some ambiguity in the Service Delivery Plan. The onus is on each Provider to develop and make changes to their Service Delivery Plan, however the department will clearly communicate any requests for change and the reasoning behind them. The department will reassess the updated Service Delivery Plan once it is resubmitted. If the Plan includes all of the changes requested by the department, the department will approve the Plan and contracting will continue as required. The Service Delivery Plan will be part of the Deed.
- **Service Delivery Plan rejected**: Following a request for review, if the department determines that the Service Delivery Plan still does not contain the material commitments a Provider made in their Tender or does not contain detail against one or more of the core elements, it will reject the Plan. In these cases, the department may elect to cease negotiations (where the second or subsequent drafts are still missing key commitments) and recommend that the Provider's provisional contract offer is withdrawn.

Notification of assessment outcomes

The department will notify Providers of the outcome of the assessment of their Service Delivery Plans in writing within 6 weeks of their submission. During the assessment period, the department may contact the Provider to work with them to refine their Plans for approval.

Updating Service Delivery Plans

Providers need to maintain accurate and up-to-date Service Delivery Plans throughout the contract period to make sure they meet the needs of their stakeholders, in particular Participants and employers.

The department recognises that labour markets and servicing strategies may vary throughout the 5 year contract period, and adjustments may be necessary. The department will consider requests for variation, in the context of whether the proposed change materially alters the Service Offer. These requests will generally not be accepted within the first 12 months of the contact period. This applies to both the Service Delivery Plan and Service Offer commitments.

Requesting an update to the Service Delivery Plan

Providers are expected to discuss all potential changes with their Account Manager in the first instance, before they submit a formal request for amendment.

Providers must make all requests to update a Service Delivery Plan or a Service Offer commitment to the department in writing, through their Account Manager. The request must include, but is not limited to:

- a detailed business case supporting the requested change/s
- details of how the new approach is an improvement, demonstrating what outcomes might be achieved
- if the change removes a service without adopting a new approach, details to substantiate why an alternative is not required
- a draft revised Service Delivery Plan, if relevant.

If a Provider wishes to remove a service or approach from their Plan, it is strongly recommended that they include an alternative strategy to make sure that stakeholders continue to have access to a similar range and level of services.

Approving updates

The department will assess and approve all Service Delivery Plan and Service Offer updates on a case by case basis. It will consider the following:

- whether the update will increase or decrease services to stakeholders
- the extent of the change from the commitments made by the Provider in their Tender
- if the business case demonstrates that any alternative strategy is likely to be successful
- whether any new elements are clear and measurable.

The types of assessment outcomes are the same as those described above. If there are any changes that are not approved during the contract period, Providers will be required to continue to deliver the services as outlined in their approved Service Delivery Plan.

Updates requested by the department

If the department has concerns about a Provider's servicing strategies and performance, their Account Manager may suggest that they need to consider reviewing the approach. The Provider may need to alter their existing Service Delivery Plan or Service Offer commitments to reflect any changes that are determined and negotiated with their Account Manager.

Administrative Requirements

Providing Service Delivery Plans to Participants

Providers must make available a copy of the relevant Service Guarantee and Service Delivery Plan to every Participant and must display them prominently in each of their offices.

If a Plan is updated, Providers should give each Participant a copy of the updated plan at their next contact and let them know about the differences in the new version.

Publishing Service Delivery Plans

The Service Guarantees will be published on the department's webpage, as well as on the Australian JobSearch website.

Providers must publish their Service Delivery Plan on their Services page (previously Connections for Quality) on the JobSearch website (jobactive.gov.au). Providers can publish this information through the Employment Services System, in the same way that they update their Services page content. All Plans must be published within 5 days of the Service Delivery Plan being approved, or as otherwise advised by the department.

The version published on the website should be the same as the version Providers give to Participants and display in their offices. Providers are responsible for making sure that the most recent version of their Plan is available at all times.

Accessibility of Service Delivery Plans

The Australian Government has endorsed the Web Content Accessibility Guidelines (WCAG) version 2.0 for all Government websites, and their content. When developing their Service Delivery Plans for publication, providers should create the content in a way that supports and maximises accessibility for people with disability. Providers should consider the varied needs of Participants, employers and other stakeholders in an effort to create documents that can be easily accessed by everyone.

Resources on the accessibility of web-based information and documents are widely available. Providers are encouraged to consider the Australian Human Rights Commission's Disability Discrimination Act Advisory Notes (humanrights.gov.au/our-work/disability-rights/standards/world-wide-web-access-disability-discrimination-act-advisory), which form the basis of the Government's obligations in relation to accessibility.

Compliance with the Service Guarantee, Service Offer and Service Delivery Plan

The commitments a Provider makes in their Service Delivery Plan form part of the Deed and are a key component of the Performance Framework. Providers need to be able to demonstrate how they have delivered on the commitments as outlined in their Service Delivery Plan.

A Provider's performance against the Service Guarantees and any commitments they made in their Tender (Service Offer) are also part of the Performance Framework.

The department will monitor Providers' performance against these commitments on an ongoing basis. The department will assess whether Providers are meeting the service delivery standards outlined in the Service Guarantees, their Service Offer and their Service Delivery Plan through a range of activities, such as:

- provider visits
- desktop monitoring audits
- program assurance activities
- feedback received by the department's National Customer Service Line
- direct demonstration by Providers that they meet these commitments.

Remedial Actions

If a Provider fails submit a satisfactory Service Delivery Plan within 4 weeks of the Offer of Business the department may take remedial action for breach of the TtW Deed, including recovery of the Upfront Payment Amount and/or termination.

If the department determines that a Provider is not delivering services as outlined in their Service Delivery Plan or the Service Guarantees, the department reserves the right to apply remedial actions to that Provider. The type of actions will depend on the nature of the non-compliance.

Complaints relating to Service Delivery Plans

Participants who believe they are not receiving appropriate Services as outlined in a Provider's Service Delivery Plan should raise this with their Provider in the first instance. If they are not satisfied with the outcome, Participants may then raise their complaint with the department's National Customer Service Line. The National Customer Service Line can investigate matters that are reported to make sure Participants receive the required standard of service. Complaints and the way in which Providers respond to complaints is an important feature of the monitoring of TtW.

Appendix G Checklist

Lodge your Tender in 360Pro 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 the department's 360Pro website via a link on the Employment Services Tender website (tenders.employment.gov.au) or (tenders.gov.au).
- ☐ Downloaded and read the documents and forms published on the 'Request Info' tab of 360Pro.
- ☐ Read the Addenda, if any, and all additional information available to you (Frequently Asked Questions, Draft Deed, etc.).
- ☐ Completed the relevant questions in 360Pro including:
    - Tenderer details (including current and valid ABN)
    - Conflict of Interest Declaration
    - confidential information
    - confirmation of Group Tender
    - nominated subcontractor details
    - response to selection criteria including:
        - proposed service delivery Employment Region and/or Location/s
        - desired minimum and maximum percentage of total number of Places for each Employment Region
        - Site details (ie permanent full-time Site, permanent part-time Site or outreach Site)
    - referee details.
- ☐ Completed and uploaded the Tenderer's forms to the department's 360Pro website. These forms should be completed and submitted in their original format (unless advised otherwise) as the information you have provided in these forms will be electronically extracted. Do not provide scanned copies of the forms except where specifically requested.

  The forms are:

    - **Right Fit for Risk Questionnaire**
    - **Financial and Credentials Information Form (including any requested documents)**
    - **Subcontractor Credentials Information Form (where applicable including any requested documents.)**
    - **Financial and Credentials Information Form – for each Group Tenderer (where applicable and including any requested documents).**

- ☐ Uploaded the following:
    - **organisation/operational structure**
    - **proposed Indigenous Participation Plan**
    - Either:

    - **a valid and satisfactory Statement of Tax Record or**
    - **a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office**
- **Workplace Gender Equality letter of compliance (where applicable)**
- **Group Tenderer letters of authorisation (where applicable).**

☐ Completed your Tender Declaration.

☐ Reviewed your response prior to submission.

☐ Saved a copy of your response for your records.

☐ Once your application is lodged, save the email sent to your registered email address from 360Pro.

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