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Preview ATM Documents - HOMEAFFAIRS/2051/RFP

Provision of Services for the Delivery and Administration of the Migration Agents
Capstone Assessment (Capstone)

ATM ID: HOMEAFFAIRS/2051/RFP

The files listed below make up the ATM document set for this ATM. To download the files click on the file name

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 [HOMEAFFAIRS-2051-RFP Capstone Assessment-Attachment A - SOR.pdf](#) 468 KB

 [HOMEAFFAIRS-2051-RFP Capstone Assessment-Attachment B-Tender Responses.docx](#) 170 KB

 [HOMEAFFAIRS-2051-RFP Capstone Assessment-Attachment C-Pricing Schedule.docx](#) 78 KB

 [HOMEAFFAIRS-2051-RFP Attachment D-Evaluation Process and Evaluation Criteria.pdf](#) 398 KB

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 <u>HOMEAFFAIRS-RFP Capstone Assessment-Attachment E - DRAFT CONTRACT.pdf</u>	911 KB
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 <u>HOMEAFFAIRS-2051-RFP Capstone Assessment-Attachment F-Glossary.pdf</u>	200 KB
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 <u>HOMEAFFAIRS-2051-RFP Capstone Assessment - T and Cs.pdf</u>	533 KB
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There have been 0 addenda issued for this opportunity.

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Home Current ATM View - HOMEAFFAIRS/2051/RFP

Current ATM View - HOMEAFFAIRS/2051/RFP

Provision of Services for the Delivery and Administration of the Migration Agents
Capstone Assessment (Capstone)

Contact Details

Project Manager

Ph 00000000

on

e

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E Capstoneenquiries@homeaffairs.gov.au

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Ad

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ATM Documents

ATM ID: HOMEAFFAIRS/2051/RFP

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Agency: Department of Home Affairs

Category: 86000000 - Education and Training Services

Close Date & Time: 25-Jan-2021 2:00 pm (ACT Local Time)

Show close time for other time zones

Publish Date: 18-Dec-2020

Location: ACT, NSW, VIC, SA, WA, QLD, NT, TAS
Canberra, Sydney, Melbourne, Adelaide,
Perth, Brisbane, Darwin, Hobart

ATM Type: Request for Proposal

APP Reference: HOMEAFFAIRS/2051/APP

Multi Agency Access: No

Panel Arrangement: No

Multi-stage: No

Description: The successful service provider for the Capstone assessment is expected to address, as a minimum, the following requirements and services:

1. Develop and deliver an assessment that:
 - a. tests all nine of the OCS for registered migration agents; and
 - b. includes a number of different testing methods.
2. Provide access and delivery of an online assessment to meet demand as required. The online assessment platform should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR).
3. Implement suitable governance arrangements for delivery of the online assessment to ensure integrity, validity and reliable delivery of the assessment is maintained.

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4. If the Respondent is proposing to deliver any part of the Capstone as a face to face assessment, they must provide additional methodology to deliver the assessment in prescribed locations, if required.
(Respondents are to propose suitable locations for consideration. Final locations are to be determined and agreed with the successful respondent and the OMARA).
5. Ensure that each round of assessment is different from the previous assessment to mitigate the risk of unauthorised collaboration on assessments.
6. Provide relevant information to the public regarding the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations.
7. Advise the candidate of their individual results at the end of each assessment;
8. Provide advice to OMARA by direct electronic transmission of the candidates who pass the Capstone (direct submission to OMARA);
9. Provide an online Digital Platform/Portal for use by the assessment candidates that provides identity proofing and authentication, queries management, and access to online assessment tools. The Digital Platform/Portal should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR); and
10. The service provider upon request by the Department, must provide the necessary access or record of assessment material to allow for audit of selected candidate assessments

Other Instructions: There will be an Industry briefing scheduled after the release of the RFP. The Department reserves the right to conduct as required.

Conditions for Participation: The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation:

De-linked Assessment

a) The tenderer must ensure that they will not operate the Capstone Assessment as an integrated component of a Prescribed Migration Agents Course at their institution.

i) Where a tenderer is proposing to provide both the Capstone Assessment and a Prescribed Migration Agents Course at their institution, they must be able to demonstrate that their administration and delivery of the Capstone Assessment are not in any way connected to, and are therefore completely separate from, their delivery of the Prescribed Migration Agents Course.

Timeframe for Delivery: 3 years

Address for Lodgement: Electronic lodgement via AusTender at www.tenders.gov.au.

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Tender Number for Approach to Market (ATM) Request Form

Please email the completed form to: s. 22(1)(a)(ii) @homeaffairs.gov.au

***Mandatory fields**

*ATM Title	Provision of Services for a Provider to Administer the Migration Agents Registration Capstone Assessment (Capstone)	
*To be published on AusTender?	Yes <i>If your tender will not be published on AusTender, you will be provided a RFO tender number regardless of your ATM Type.</i>	
*ATM Type	Request for Proposal (RFP)	
*Estimated ATM Publish Date	13/11/2020	
* Estimated ATM Close Date	14/12/2020	
*Is this tender on the Annual Procurement Plan (APP)?	Yes	HOMEAFFAIRS/2051/APP <i>If the expected publish date is more than 30 days from today and the procurement will be advertised on AusTender, it is expected that this procurement be listed in the DIBP Annual Procurement Plan. Refer to ADD2017/1344250 for more information or contact s. 22(1)(a)(ii) @homeaffairs.gov.au for assistance.</i>
*Tender TRIM container	ADF2020/62375	
*Approving Delegate / Position	s. 22(1)(a)(ii)	A/g Assistant Secretary, Status Resolution
*Branch / Section	Office of the Migration Agents Registration Authority, Status Resolution Branch, Immigration Integrity and Community Protection Division	
*Contact Officer	s. 22(1)(a)(ii)	
*Contact Details	E: s. 22(1)(a)(ii) @homeaffairs.gov.au, P: s. 22(1)(a)(ii)	
Processing comments to PCB	Yes please. Attention, s. 22(1)(a)(ii)	

		PCB USE ONLY
Tender number provided	☒ Check	HOMEAFFAIRS/2051/RFP
AusTender document checklist provided	☒ Check	
Tender number date of issue	10/11/2020	
APP Number Reminder	☒ Check ☐ N/A	

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Section 2A – Tender Opening Details		PCB use
AusTender Tender Box Opened by	s. 47F(1)	Signature: s. 47F(1)
AusTender Tender Box Opening Witnessed by	e-mail register e-mail register	Signature: _____ Signature: _____
Confirmation of Signed TEPP	☐ Delegate approved Tender Evaluation and Probity Plan (TEPP) has been sighted. Responses must not be released to business areas without an approved TEPP	
ATM Responses Provided to Business Area	☒ Responses provided through a restricted access TRIM folder TRIM reference ADF2021/51985 ☐ Responses provided through approved USB device ☐ Responses provided through CD ROM ☐ Responses provided through Email NOTE: If emailing ATM responses use protective marking DLM For-Official-Use-Only You must request an email from the recipient confirming receipt of the ATM responses.	
TRIM G:Drive ATM Documentation	Include all documentation pertaining to the ATM (including lodgement through to ATM responses). This includes SECTION 2 of this form, this is the OFFICIAL document for probity and audit purposes as it contains signatures required by the Tender box opening process.	

Section 2B – Tender Responses Receipt Declaration		Business area use
Tender response recipient declaration:	I acknowledge receipt of 4 tender responses in relation to the Provision of Services for Delivery and Administration of the Migration Agents Capstone Assessment (Capstone) (HOMEAFFAIRS/2051/RFP) which closed on 3/02/2021. I will ensure I store the responses and any information related to their evaluation in accordance with the Department's security and records management obligations. Name: s. 22(1)(a)(ii) Signature: s. 22(1)(a)(ii) Date: 03/02/2021	

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STATUS RESOLUTION BRANCH

DATE TASKED 9/12/2020

SUBJECT

Procurement Documentation – Capstone Provider RFT - OMARA

ACTION REQUIRED- DATE TASKED Click here to enter a date.☐ For information ☐ Signature ☐ Clearance ☒ Approval ☐

DUE DATE

Click here to enter a date.
17/12/2020

SECTION

- ☐ Status Resolution Capability
☐ Status Resolution Program Management
☐ Status Resolution Support Service
☐ Ministerial Intervention
☒ OMARA

DOCUMENT TYPE

- ☐ Minute:
☐ Meeting Brief/Talking Points:
☐ Committee:
☐ Parliamentary:
☒ Other:

CONTACT OFFICER, BRANCH

s. 22(1)(a)(ii) OMARA

PHONE

s. 22(1)(a)(ii)

SHAREPOINT#

PDMS

TRIM REF#

ADF2020/192566

OUTLINE (Include context/content, relevant background, risks, consultation, next steps required, timing/deadlines/urgency and other considerations)

For your approval please (prior to the release to the market this week): Attachments A– F

Attachment A and Attachment D is for your particular attention as Attachments B, C, E & F are standard documentation for such a process.

Note Legals, Procurement and the Probity Advisor have cleared these documents.

DIRECTOR-

ASSISTANT SECRETARY
CLEARANCE (72 HOURS)

s. 22(1)(a)(ii)

s. 47F(1)

Signature and date: s. 22(1)(a)(ii)

16/12/2020

COMMENTS

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Publish an Approach to Market (ATM) on AusTender Request Form

Please email the form and supporting documentation to: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

Prior to having an ATM published on AusTender you must ensure you have referred to the 'Checklist for Tender documents on AusTender'. Please ensure all relevant Departmental policies and *Commonwealth Procurement Rules (CPRs)* are followed.

Section 1 – Details of ATM to be Published (*denotes mandatory fields to be completed)

*Is this procurement listed on the Annual Procurement Plan?	☒ Yes APP DIBP	☐ No
*ATM ID	HOMEAFFAIRS/2051/APP	
*Title	Provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone)	
*Short Description	The Department seeks to engage suitably qualified individuals or organisations for the provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone) for qualification of registered migration agent applicants.	
*Long Description	The successful service provider for the Capstone assessment is expected to address, as a minimum, the following requirements and services: - Develop and deliver an assessment that: - tests all nine of the OCS for registered migration agents; and - includes a number of different testing methods. - Provide access and delivery of an online assessment to meet demand as required. The online assessment platform should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR). - Implement suitable governance arrangements for delivery of the online assessment to ensure integrity, validity and reliable delivery of the assessment is maintained. - If the Respondent is proposing to deliver any part of the Capstone as a face to face assessment, they must provide additional methodology to deliver the assessment in prescribed locations, if required. (Respondents are to propose suitable locations for consideration. Final locations are to be determined and agreed	

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	with the successful respondent and the OMARA). 5. Ensure that each round of assessment is different from the previous assessment to mitigate the risk of unauthorised collaboration on assessments. 6. Provide relevant information to the public regarding the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations. 7. Advise the candidate of their individual results at the end of each assessment; 8. Provide advice to OMARA by direct electronic transmission of the candidates who pass the Capstone (direct submission to OMARA); 9. Provide an online Digital Platform/Portal for use by the assessment candidates that provides identity proofing and authentication, queries management, and access to online assessment tools. The Digital Platform/Portal should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR); and 10. The service provider upon request by the Department, must provide the necessary access or record of assessment material to allow for audit of selected candidate assessments	
* Other Instructions	There will be an Industry briefing scheduled after the release of the RFP. The Department reserves the right to conduct as required.	
Address for Lodgement	Electronic lodgement via AusTender at www.tenders.gov.au .	
*Multi-Agency Access <i>(Can other agencies 'piggyback' onto this procurement?)</i>	☐ Yes And choose an item.	☒ No
*Panel Arrangement	☐ Yes <i>Select 'Yes' if the ATM is to establish a panel arrangement.</i> ☒ No <i>Select 'No' if the ATM will not establish a panel arrangement.</i>	
*Category	86000000 – Education and Training Services	
Estimated Value (AUD) <i>(round up to the dollar)</i>	From \$. to \$. <i>This field is optional and generally not completed.</i>	
*ATM Type	<u>Request for Tender (includes RFQ & RFP)</u>	
*ATM Access	Open	

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*Multi-stage	☐ Yes	☒ No
Multi-stage Criteria (If 'Yes' was selected above)	Enter the criteria that will be used to select potential suppliers at each stage and if applicable, any limitation on the number of potential suppliers that will be invited to make submissions at each stage.	
*ATM Publish Date	18/12/2020	
*ATM Close Date	25/01/2021	
ATM Close Time	2:00 PM (All Departmental ATM's close at 2.00pm)	
*Conditions for Participation	The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation: De-linked Assessment a) The tenderer must ensure that they will not operate the Capstone Assessment as an integrated component of a Prescribed Migration Agents Course at their institution. i) Where a tenderer is proposing to provide both the Capstone Assessment and a Prescribed Migration Agents Course at their institution, they must be able to demonstrate that their administration and delivery of the Capstone Assessment are not in any way connected to, and are therefore completely separate from, their delivery of the Prescribed Migration Agents Course.	
*Timeframe for Delivery	3 years	
*Location <i>Where is the work expected to be undertaken, you can select multiple locations.</i>	☒ All States OR Select one or more states ☐ ACT ☐ NSW ☐ VIC ☐ SA ☐ WA ☐ QLD ☐ NT ☐ TAS ☐ Other	☒ All Capitals OR Select one or more cities ☐ Canberra ☐ Sydney ☐ Melbourne ☐ Adelaide ☐ Perth ☐ Brisbane ☐ Darwin ☐ Hobart
ATM Documents	☒ Make Softcopy available to download ☒ Allow Electronic Responses	
*Contact Method for Suppliers	Group tender mailbox	
*Tender Contact Officer/Team	Project Manager	
*Tender Contact Email Address	Capstoneenquiries@homeaffairs.gov.au	

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Contact Phone Number	NA
Public Interest Certificate	Has a Public Interest Certificate been issued for this procurement? Yes ☐ No ☒
Any processing notes to PCB	Click here to enter text.

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Section 2A – Tender Opening Details		PCB use
AusTender Tender Box Opened by	Insert Name	Signature: _____
AusTender Tender Box Opening Witnessed by	Insert Witness #1 Name Insert Witness #2 Name	Signature: _____ Signature: _____
Confirmation of Signed TEPP	☐ Delegate approved Tender Evaluation and Probity Plan (TEPP) has been sighted. Responses must not be released to business areas without an approved TEPP	
ATM Responses Provided to Business Area	☐ Responses provided through a restricted access TRIM folder TRIM reference Click here to enter TRIM number. ☐ Responses provided through approved USB device ☐ Responses provided through CD ROM ☐ Responses provided through Email NOTE: If emailing ATM responses use protective marking DLM For-Official-Use-Only. You must request an email from the recipient confirming receipt of the ATM responses.	
TRIM G:Drive ATM Documentation	Include all documentation pertaining to the ATM (including lodgement through to ATM responses). This includes SECTION 2 of this form, this is the OFFICIAL document for probity and audit purposes as it contains signatures required by the Tender box opening process.	

Section 2B – Tender Responses Receipt Declaration		Business area use
Tender response recipient declaration:	I acknowledge receipt of Insert # tender responses in relation to the Insert Description (RFT XX/XX) which closed on Insert date. I will ensure I store the responses and any information related to their evaluation in accordance with the Department's security and records management obligations. Name: Insert Name Signature: _____ Date: _____	

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Australian Government
Department of Home Affairs

HOMEAFFAIRS/2051/RFP

Addendum No 1

Issued 14 January 2021

Tenderers preparing a submission in response to HOMEAFFAIRS/2051/RFP for the Department of Home Affairs are requested to note the following additional information.

Details of the Industry Briefing

The Industry Briefing is scheduled on Friday, 22 January 2021 from 2:00pm – 3:30pm (AEDST).

Please ensure you register via capstoneenquiries@homeaffairs.gov.au.

The Industry Briefing will be presented virtually via Webex. Login details will be provided to those that have registered via return email.

Questions to be addressed at the Industry Briefing must be emailed through to capstoneenquiries@homeaffairs.gov.au no later than 5:00pm (AEDST) Wednesday 20 January.

Follow up questions after the Industry Briefing must be emailed through to capstoneenquiries@homeaffairs.gov.au no later than 5:00pm (AEDST) Wednesday 27 January.

All questions and answers addressed will be published via an addendum.

Closing Time

Please note: The closing time of the RFP has been extended to, **Wednesday, 3 February 2021 at 2:00pm (AEDST)**.

In all other respects, the terms and conditions of the RFP remain unaltered.



Australian Government
Department of Home Affairs

HOMEAFFAIRS/2051/RFP

Addendum No 2

Issued 19 January 2021

Tenderers preparing a submission in response to HOMEAFFAIRS/2051/RFP for the Department of Home Affairs are requested to note the following additional information.

Questions and Answers

With reference to the above RFP we would like to clarify the following area within this program.

In the Departments website in the **Frequently asked Questions** area there is a section that titled- **How was the Capstone developed?** This section the states the following-

“The Capstone assessment was developed by highly experienced and reputable migration advice professionals, who have practiced for many years in a broad range of migration related areas. It includes a variety of assessment types (see below) and was developed based on extensive real world experience. Development was a collaborative process, involving input from an appropriately qualified advisory committee, the OMARA and a focus group of newly registered migration agents who trialled an early draft of the Capstone assessment and provided feedback on their experience. This feedback informed amendments to the assessment model. The revised assessment was submitted to OMARA for consideration and approval. Ongoing feedback received from the advisory committee, assessors, candidates and the OMARA shapes the development of future”

1. Question: The Capstone assessment material/resources/questions bank that has been developed and referenced in the statement above that was used for previous capstone program. Will this previous material/resources/questions be made available to the successful organisation upon the awarding and commencement of a contract to the new Capstone Assessment body for their use in the program?

Answer: Consideration will be given to this issue. As specified in the tender, it is expected that the successful organisation will develop new questions for each Capstone intake. Should the successful organisation seek access to past Capstone papers, the OMARA will consider the request and the reasons for it.

2. Question: Given that the establishment of a rigorous and comprehensive practical assessment framework for any potential new supplier will involve significant complexities and calculated associated costs. Will the Department make available for review, the above mentioned content Capstone assessment material/resources/questions bank so that incurred costs calculated and proposals submitted are reflective of the expectations outcome for the program?

Answer: The question is unclear. Please clearly identify the specific resources/assessment materials you are referring to.

3. Question: The tender specifies that suitable tenderers hold expertise in the migration advice industry. Does this then preclude organisations that are not directly involved in providing migration advice or migration education services?

Answer: The evaluation panel will assess whether the expertise of organisations submitting a proposal is suitable. We are unable to assess, prior to receiving a proposal, whether the expertise of an organisation without "direct" involvement in the immigration assistance industry is suitable.

4. Question: Do the Capstone assessors involved in delivering the Capstone assessment to Migration Agent applicants have a requirement to be a current Registered Migration Agent or are required to be holding the qualifications as stated in RFP (e.g.; PGrad Dip)?

Answer: There is no specific requirement for a Capstone assessor to be a registered migration agent or to hold the Graduate Diploma in Migration Law and Practice.

5. Question: Does OMARA need direct access to the new provider Capstone Assessment platform or can the supply of the reports mentioned in the tender to include the details listed in section 2.4, item 4 of the SOR, in the information format required be supplied in an electronically via monthly reporting framework?

Answer: OMARA does not need direct access to the Capstone assessment platform – reports as specified in the RFP are sufficient.

In all other respects, the terms and conditions of the RFP remain unaltered.



Australian Government
Department of Home Affairs

HOMEAFFAIRS/2051/RFP

Addendum No 3

Issued 27 January 2021

Tenderers preparing a submission in response to HOMEAFFAIRS/2051/RFP for the Department of Home Affairs are requested to note the following additional information.

Questions and Answers

1. Question: Does the OMARA want to see samples of the LMS in the tender response?

Answer: The tenderer should determine what is appropriate to include in their proposal regarding Learning Management Systems.

Attachment D – Evaluation Process and Evaluation Criteria provides guidance on how the Department will evaluate tenders. Tenderers should provide enough detail in their Tender against each Evaluation Criterion to ensure that the Evaluation Committee has a clear understanding of their offer and that all requirements have been addressed.

2. Question: Should candidates give exemplars of assessments and is this information required in the tender response?

Answer: Exemplars are not a requirement of the tender process however a respondent may submit these if they wish.

As above, Attachment D – Evaluation Process and Evaluation Criteria provides guidance on how the Department will evaluate tenders. Tenderers should provide enough detail in their Tender against each Evaluation Criterion to ensure that the Evaluation Committee has a clear understanding of their offer and that all requirements have been addressed.

3. Question: Does the OMARA expect all responders to provide a WHS plan in the tender response or just the successful applicant?

Answer: The successful applicant will be required to provide a WHS plan. See section 2.27 of Attachment A: Statement of Requirement which states that the Contractor is required to provide the Department with a Work Health and Safety (WHS) Plan for approval.

4. Question: Should the capstone contain additional learning material in preparation for the assessment on top of the post-graduation qualification?

Answer: Provision of additional learning material is not a requirement of the tender process however a respondent may submit details, if they wish, of any such additional learning material they propose to provide as relevant to the Statement of Requirement.

Tenderers must address how they will deliver the requirements set out in Attachment A: Statement of Requirement. It is open to the tenderer to advise how they propose to deliver these requirements.

5. Question: Does the OMARA expect the capstone will be assessed in the same way of the incumbent or can a new assessment strategy be designed with industry consultation?

Answer: The Capstone assessment proposed by respondents does not have to be the same as the previous capstone assessment, which was provided by the College of Law Limited until 31 December 2020.

It is open to the tenderer to propose how they intend to deliver and administer the Capstone assessment to the specified level of qualification, including assessment strategies.

6. Question: If the OMARA does not find a suitable provider through the current tender process, what happens then?

Answer: In the event that a suitable provider is not found through the current tender process, the Department will consider alternative options available to the Department, at the time

7. Question: Please define the extent and intent of the practical exam.

Answer: This question is unclear – there is not necessarily a separate “practical” exam, but practical skills as they relate to the Occupational Competency Standards, must be assessed.

See Section 2.1 Attachment A: Statement of Requirement. The successful service provider for the Capstone is expected to provide an assessment that tests all nine of the OCS for registered migration agents; and includes a number of different testing methods, including an online assessment to meet demand as required. It is open to the tenderer to determine the appropriate testing methods to meet the requirements set out in Attachment A: Statement of Requirement.

8. Question: As indicated in Addendum 2, the service provider will be required to develop new exam content. Given the amount of time required to develop new content, is it the Department’s intent to have all exams fully delivered in April or will content development begin in April?

Answer: The Department’s goal is for the Capstone assessment to be in place by April 2021. It is proposed that the successful tenderer will be engaged to commence delivery of the first Capstone assessment by April 2021, or as soon as practicable, assuming a successful contract is executed

in March 2021.

9. Question: Does the Department intend for the supplier to deliver the exams at test centres or via remote proctoring or both? If both modalities will be implemented, please provide the volumes of testing for each modality.

Answer: Capstone assessment candidates are located in all parts of Australia and overseas. How the tenderer intends to cater to the location of candidates should be addressed in the tenderers response. The number of candidates that have undertaken the Capstone assessment to date is provided in Attachment A: Statement of Requirement.

10. Question: Are the exams delivered during a specific window of time (e.g., month of July)? If so when are the windows? Is the Department requiring different fixed forms for each window or for each candidate to receive a different exam?

Answer: It is open to the tenderer to propose the most suitable timing for delivery of the Capstone assessment, including the number of intakes each year and the dates on which each intake will be delivered, taking into account the requirements set out in Attachment A: Statement of Requirement.

The Department will require the successful tenderer to update test content after each delivery to minimise potential for prior knowledge of test material (see paragraph 2.4.1(b) and 2.7(a) (4) of Attachment A). How the tenderer intends to achieve this should be addressed in the tenderers response. The test content for each intake will need to be new, but each candidate does not need to have unique content in their individual assessment, at the time of that intake.

11. Question: Are the exams or portions of the exams human-graded (e.g., essay questions)?

Answer: Assuming this question is referring to a human as opposed to a machine. Historically the Capstone assessment has been human-graded. It is expected that the Capstone will assess, among other things, a candidate's communication skills as related to the OCS. For example, it is anticipated that this would involve assessment of a candidate's professional writing skills, including the capacity to write clearly, succinctly and persuasively as well as professional oral communication skills. However this is a matter for the tenderer to address in their response. It is also expected that assessments will be marked consistently. Paragraph 2.4 deals with contract performance and sets out the objectives that must be achieved by the contractor. Paragraph 2.4.3(d) requires marking and moderation procedures to ensure consistency of results.

12. Question: Please define the supplier's responsibility with regard to sharing information. Will the supplier provide required information to the Department who then shares with the universities or will the supplier communicate directly with the universities?

Answer: Please refer to the answer to Q13 (below). The Capstone provider is not expected to communicate directly with the providers of the Graduate Diploma.

13. Question: Please further define the responsibilities of the supplier.
Dissemination of public information is usually performed by the client as they

deem appropriate.

Answer: In accordance with Statement of Requirement, the Capstone provider will need to make certain information available to the public regarding the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations. The capstone provider will also need to inform intending candidates about factual aspects of the capstone assessment – for example, administrative requirements and procedures for enrolling in the Capstone, costs, the review and complaints handling processes, sample papers and anything else it is required to make public in accordance with the statement of requirement. It is not expected that the Department would need to approve factual information of this nature. However, the Department is happy to be consulted and provide feedback about proposed public information.

Further, any public statements about the Capstone that are not included in the statement of requirement, including opinions of the provider or anything about its interactions with the Department or other stakeholders, that is not directly related to their role in administering the capstone, should receive the approval of the Department.

14. Question: Suitable complaints handling process in place. 'Suitable' is a vague term. Is it the intent of the Department to include 2.4.2.g as part of the negotiated KPIs?

Answer: It is open to the tenderer to determine what a suitable complaints handling process for the Capstone assessment would encompass and detail this in their response. The Department would expect that the process is quick, fair and reasonable, but will not prescribe exactly how it is run. Having a suitable complaints handling process is a non-negotiable requirement.

15. Question: Does the Department have a candidate management system in place or will the supplier develop/provide the candidate management system?

Answer: No the Department does not have a candidate management system in place. Please refer to Section 2.4 – Contract Performance - 4. Reporting – the Contractor must achieve the objective of reporting to the OMARA the length of time (i.e. calendar days) these candidates have been waiting to be assessed since registering with your organisation.

16. Question: Develop and administer an assessment that includes a number of different testing methods. Please define 'a number of'. Is this in reference to face-to-face testing as well as remote proctoring?

Answer: See Section 2.1 Attachment A: Statement of Requirement. The successful service provider for the Capstone is expected to provide an assessment that tests all nine of the Occupational Competency Standards for registered migration agents; and includes a number of different testing methods, including an online assessment to meet demand as required. It is open to the tenderer to determine the appropriate testing methods, and number of methods, to meet the requirements set out in Attachment A: Statement of Requirement. To illustrate, the previous capstone assessment included multiple choice, short written and long written questions and an oral

assessment. While this was considered suitable, a proposed capstone assessment does not need to be configured in the same way.

17. Question: Does the Department expect the Tenderer, if successful, to employ the personnel of the incumbent?

Answer: The incumbent is the previous provider, which was the College of Law Limited. No, there is no expectation that the successful tenderer employ personnel of the incumbent provider, which is personnel of the previous provider.

18. Question: Does the Department expect the Tenderer to store all Department data (both confidential and personal data) within the borders of Australia?

Answer: The Contractor will be required to handle data in compliance with the Privacy Act 1988 and the Australian Privacy Principles, as well as the Australian Government Protective Security Policy Framework, which set out obligations for the cross-border disclosure of personal information and security of that information.

19. Question: Does the Department consider any personnel offered by the Tenderer to perform the Requirement to be "ABF Workers"?

Answer: Presuming ABF refers to Australian Border Force worker, no, the Department does not consider any personnel offered by the Tenderer to be an ABF Worker.

20. Question: What level or type of qualification will the assessors be required to have?

Answer: There is no specific requirement for a Capstone assessor to hold specific qualifications. It will be the responsibility of the tenderer to justify (when we say justify, to detail in their response) that it holds the required skills as per section 2.6 of the Attachment A: Statement of Requirement to deliver and administer the Capstone Assessment to the specified level of qualification.

21. Question: What level of qualifications and experience are subject matter experts (SMEs / assessment writers) expected to have?

Answer: There is no specific requirement for a Capstone assessor to hold specific qualifications. It will be the responsibility of the tenderer to justify that it holds the required skills as per section 2.6 of the Attachment A: Statement of Requirement to deliver and administer the Capstone Assessment to the specified level of qualification.

22. Question: Do you require the assessment to be approached holistically, incorporating all standards, elements, performance criteria and underpinning knowledge?

Answer: Addressed at Q16.

See Section 2.1 Attachment A: Statement of Requirement. The successful service provider for the Capstone is expected to provide an assessment that tests all nine of the OCS for registered migration agents; and includes a number of different testing methods, including an online assessment to meet demand as required. It is open to the tenderer to determine the appropriate testing methods to meet the requirements set out in Attachment A: Statement of Requirement. To illustrate, the previous capstone assessment included multiple choice, short written and long written questions and an oral assessment. While this was considered suitable, a proposed capstone assessment does not need to be configured in the same way.

23. Question: If as is indicated in the RFQ the assessments need to be newly developed this will duplicate set up costs for a new provider that have been previously funded in the past. Given that IP from the previous Capstone program rests with the Department. Is the Department willing to grant use of some or all of the existing previous assessment material to minimise cost and duplication to the Department and assist in the new provider to be ready for first intake in April? Is there any requirement to correlate the assessment to the learning content being taught in the graduate diploma at VU and ANU? Or is it to be developed only from the standards?

It is not clear what this question means in relation to minimising costs to the Department and there is no cost to the Department.

Answer: Consideration will be given to this issue. As specified in the tender, it is expected that the successful organisation will develop new questions for each Capstone intake. Should the successful organisation seek access to past Capstone papers, the OMARA will consider the request and the reasons for it.

The Capstone assesses whether a candidate meets the Occupational Competency Standards (OCS) for qualification as a Registered Migration Agent (RMA).

The Capstone assessment is a stand-alone assessment not linked to the Graduate Diploma in migration law and practice.

It is not clear what this question means in relation to minimising costs to the Department and there is no cost to the Department.

24. Question: Is there an initial compliance quiz prior undertaking assessments (this is referenced in the intake guide)? Are we required to develop this?

Answer: Not necessarily. The initial compliance quiz was a tool provided by the previous provider of the Capstone Assessment. It is open to the tenderer to propose how they intend to deliver and administer the Capstone Assessment to the specified level of qualification, as set out in the Statement of Requirement.

25. Question: Is there any expectation regarding the length of the assessment/s?

Answer: It is open to the tenderer to propose how they intend to deliver and administer the Capstone Assessment to the specified level of qualification, as set out in the Statement of Requirement.

26. Question: Is there any expectation regarding the percentage of the assessment that is practical and the percentage that is knowledge assessment?

Answer: Addressed at Q16

There is no such expectation specified in the Statement of requirement. See Section 2.1 Attachment A: Statement of Requirement. The successful service provider for the Capstone is expected to provide an assessment that tests all nine of the OCS for registered migration agents; and includes a number of different testing methods, including an online assessment to meet demand as required. It is open to the tenderer to determine the appropriate testing methods to meet the requirements set out in Attachment A: Statement of Requirement. To illustrate, the previous capstone assessment included multiple choice, short written and long written questions and an oral assessment. While this was considered suitable, a proposed capstone assessment does not need to be configured in the same way.

27. Question: Is the assessment expectation: 1 x examination, 1 x technical Interview and 1 x performance review? If so, are there expectations for the criteria and length of each?

Answer: Addressed at Q16

There is no such expectation specified in the Statement of requirement. See Section 2.1 Attachment A: Statement of Requirement. The successful service provider for the Capstone is expected to provide an assessment that tests all nine of the OCS for registered migration agents; and includes a number of different testing methods, including an online assessment to meet demand as required. It is open to the tenderer to determine the appropriate testing methods to meet the requirements set out in Attachment A: Statement of Requirement. To illustrate, the previous capstone assessment included multiple choice, short written and long written questions and an oral assessment. While this was considered suitable, a proposed capstone assessment does not need to be configured in the same way.

28. Question: For any written test/examination, what are the expectations of proctors or invigilators, or is the requirement purely that students complete the testing under their own supervision, with a declaration of authenticity?

Answer: Integrity measures are set out in section 2.4 of Attachment A: Statement of Requirement. It will be the responsibility of the tenderer to justify that adequate measures are in place to uphold the integrity of the assessment and mitigate the risk of unauthorised collaboration on assessments, including verifying candidate identity to minimise the risk of identity substitution. I can confirm that the department will not be satisfied with merely a declaration of authenticity from the candidate. We have to have a process in place to ensure that the person undertaking the exam is that person.

29. Question: Regarding assessments being different for each round – does OMARA require a unique set of assessments for each Capstone round, or will they accept a secure method in provision of a bank of questions and assessments capable of delivering randomised assessments. If a bank is required, how many randomised options would be expected (e.g. 3 full sets of assessments to be randomised for applicants? Does OMARA have any preferred testing/assessment methods/parameters that need to be included?

Answer: Yes, the Department requires a unique set of questions for each delivery round. Integrity measures are set out in section 2.4 of Attachment A: Statement of Requirement. It is open for the tenderer to propose a methodology for ensuring that the assessment is updated and revised for

each delivery round and justify that reasonable steps have been taken to minimise potential for prior knowledge of test material and mitigate the risk of unauthorised collaboration.

30. Question: Will OMARA validate assessments/sign off prior to initial delivery and what will that timeframe be? What time allowance will be made for feedback response/rectifications?

Answer: Yes, the Department will assure and sign-off on all assessments. Timeframes will be negotiated with the successful Contractor as required.

31. Question: Is there an expectation that each successful assessment is validated by a second assessor before the outcome is finalised?

Answer: It is expected that assessments will be marked consistently. See section 3. Assessment results d) Marking and moderation procedures to ensure consistency of results. It is open to the tenderer to propose a suitable methodology for delivery and administration of the Capstone Assessment to the specified level of qualification.

32. Question: Would a formal Review/Appeal of the assessment outcome be required?

Answer: Yes, it is expected that the provider of the Capstone assessment will have a process for candidates to seek review of their assessment outcome. See section 2.4 of the Attachment A: Statement of Requirement, candidates must be provided with explanations in areas where they failed to meet the required competency standard(s) by way of written formal post-assessment feedback, also suitable complaints handling processes must be put in place.

33. Question: Are we expected to maintain a current professional library? Are we expected to monitor changes in legislation and regulations and adjust assessments accordingly?

Answer: Yes. Assessments must accurately reflect the current legislative and regulatory requirements. You must have some way of ensuring that you have access to up-to-date legislation.

34. Question: Do you require a policy on access and equity for student support?

Answer: It is expected that the service provider will be responsive to the individual needs of clients in line with its obligations under relevant Commonwealth, State or Territory legislation.

35. Question: What is the expectation of transition for students who are mid-way through their studies with the other provider? Will OMARA provide a list of standards completed to date for those students?

Answer: It is presumed that 'other provider' means the previous provider, the College of Law Limited. There are no candidate's mid-way through the Capstone with the previous provider. The College of Law Limited has ceased providing the Migration Agents Capstone Assessment and all results have been provided recently.

There are no candidate's mid-way through the Capstone with the previous provider. The College of Law Limited has ceased providing the Migration Agents Capstone Assessment and all results have been provided.

36. Question: Does OMARA have access to (or contact with) preferred/approved SMEs who could help in the development the new bank of assessments?

Answer: The Department does not recommend or approve SMEs. Responsibility for developing and delivering an assessment that meets the required specification rests with the tenderer.

37. Question: Does the Department have a recommendation/policy for selecting approved SME

Answer: The Department does not recommend or approve SME's. Responsibility for developing and delivering an assessment that meets the required specification rests with the tenderer.

38. Question: When are the Occupational Competency Standards for Migration Agents due to be revised? (Last revision 2016, prior to that 2011.)

Answer: There are no immediate plans to revise the Occupational Competency Standards for Migration Agents.

39. Question: What is the appeals and re-sit policy? How many attempts would be allowed?

Answer: It is open to the tenderer to propose a suitable methodology for delivery and administration of the Capstone Assessment to the specified level of qualification.

40. Question: Regarding methodology of practical assessments and interviews – is virtual assessment acceptable in all instances?

Answer: It will be the responsibility of the tenderer to propose a suitable methodology for delivery and administration of the Capstone Assessment to the specified level of qualification and be able to justify that adequate measures are in place to uphold the integrity of the assessment, including verifying candidate identity to minimise the risk of identity substitution.

41. Question: Can any technical interview/practical face-to-face interview be held virtually, and, if so, what form of evidence of authenticity/validity is required: proctoring or invigilation requirements for virtual interviews?

Answer: It will be the responsibility of the tenderer to propose a suitable methodology for delivery and administration of the Capstone Assessment to the specified level of qualification and be able to justify that adequate measures are in place to uphold the integrity of the assessment, including how a candidate will verify their identity to minimise the risk of identity substitution.

42. Question: Tied to the appeals process, will you require that candidates can request a remark?

Answer: This is an option the tenderer should consider in their response.

The previous Capstone provider had an option for a remark. As this is a competitive process, an option for a remark would be a positive thing.

Post Industry Briefing question

1. Question: In Attachment B: Tender Response Form, Section 11.9 (Human Resources Management Plan) there appears to be an expectation that bidders will provide such a plan, however, in Attachment A: Statement of Requirement although "2.31 Human Resource Management Plan" appears in the Table of Contents there is no such content in the body of the document. Please clarify the Department's expectations

Attachment B: Tender Response Form, Section 11.10 (Communication Plan) suggests that a Communications Plan should be provided, however Section 2.29 ("Communications Plan") in Attachment A: Statement of Requirement states that this is not applicable. Please clarify the Department's expectations

Answer: Attachment B: Tender Response Form Section 11.9 and section 11.10 is the Departmental Standard Procurement template, however Attachment A: Statement of Requirement (SOR) has been updated to reflect the Requirement of Delivery and Administration of the Migration Agents Capstone Assessment (Capstone). In this case please refer to the SOR.

In all other respects, the terms and conditions of the RFP remain unaltered.

Download Responses - HOMEAFFAIRS/2051/RFP

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Select: [All](#) [None](#)

Registered User Email	Company Name	Response Date
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☐ s. 47F(1)	s. 47G(1)(a)	3-Feb-2021 12:58 pm
☐ s. 47F(1)	s. 47G(1)(a)	3-Feb-2021 10:51 am
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s. 47G(1)(a)



Australian Government

Department of Home Affairs

Tender Evaluation Report

RFP No. HOMEAFFAIRS/2051/RFP

**PROVISION OF SERVICES FOR THE DELIVERY AND
ADMINISTRATION OF THE MIGRATION AGENTS
CAPSTONE ASSESSMENT (CAPSTONE)**

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Introduction

This Tender Evaluation Report relates to the following procurement process:

Number: RFP: HOMEAFFAIRS/2051/RFP

Requirement: Provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone)

Definitions: In this Tender Evaluation Report, the following definitions apply:

Advisory Group	means the Legal, Procurement and Probity Advisors appointed to the Provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone) Project.
Chair and Deputy Chair	means the person who will coordinate and manage the activities of the Evaluation Committee.
Delegate	means the person described in Part B of the Tender Evaluation Plan (TEP).
Evaluation Criteria	means the criteria, set out in Part D (Evaluation Process and Evaluation Criteria) of the RFP.
Evaluation Process	means the processes described in Part C (Evaluation Process) of the TEP to evaluate Tender Responses.
Evaluation Committee (EC)	means the committee set out in Part B of the TEP, who will evaluate the Responses, and consists of a Chair and nominated members, administrative support and specialist advisors as required.
Procurement	means the procurement process for the requirement identified above.
Request for Proposal (RFP)	means the request for a business proposal via an open approach to market for the provision of Provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone) published on AusTender under RFP number HOMEAFFAIRS/2051/RFP , including all schedules, attachments, annexures and addenda.
RFP Requirements	means the requirements specified in the published RFP documentation.
Response, Tender Response, or Tender	means the Tender Response to the RFP submitted by an entity.
Tenderer	means an entity who has submitted a Tender Response to the RFP.
Steering Committee	means the committee who will initially consider the draft Evaluation Report.

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1.Executive Summary

The purpose of this Tender Evaluation Report (the Report) is to provide the Delegate for the Provision of Administration and Delivery of the Capstone Assessment procurement with a summary of the evaluation process and the Evaluation Committee (EC) recommendation for the preferred Supplier.

On 18 December 2020, the Office of the Migration Agents Registration Authority (OMARA) released a Request for Proposal (RFP) on AusTender for the Provision of Administration and Delivery of the Capstone Assessment. The primary requirement of the RFP is the Supplier capacity to provide the prescribed Services via an online assessment platform. The Department received two responses from the following Tenderers:

- Legal Training Australia (LTA)
- s. 47G(1)(a)

2.Content of this Report

This report describes the background to the procurement, the evaluation process that was undertaken including the Technical, Non-technical and Pricing evaluation and Value for Money assessment, the findings of each stage of the evaluation process and the rationale for the recommendations made.

The following documents form attachments to this Report:

Attachment A: ADD2021/2187265 Complex Procurement Plan

Attachment B: Request for Proposal (RFP)
 ADD2021/2187784 T and C's – RFP
 ADD2021/2187892 Statement of Requirements
 ADD2021/2187914 Tender Response Document
 ADD2021/2187938 Pricing Schedule
 ADD2021/2187961 Evaluation Process and Evaluation Criteria
 ADD2021/2187968 DRAFT Goods and Services Contract
 ADD2021/2187978 Glossary

Attachment C: RFP Addendum
 ADD2021/2187995 Addendum 1
 ADD2021/2188006 Addendum 2
 ADD2021/2188025 Addendum 3

Attachment D: ADD2021/2187306 Probity Plan

Attachment E: ADD2021/2187338 Tender Evaluation Plan

Attachment F: Deeds of Confidentiality
 ADD2021/2188084 s. 22(1)(a)(ii)
 ADD2021/2188101 s. 22(1)(a)(ii)
 ADD2021/2188110 s. 22(1)(a)(ii)

Attachment G: ADD2021/2159165 Tender Evaluation Scoresheet (Master)

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3. Background to the Procurement

The Capstone is the prescribed exam for registration as a migration agent. It was implemented as a recommendation of the 2014 Independent Review of the Office of the Migration Agents Registration Authority (**the Review**).

The Review found that the entry-level requirements for registration as a migration agent were inadequate and did not properly prepare migration agents for practice in an area that is legislatively and socially complex. It recommended that the OMARA “tender for the development of a stand-alone Capstone Exam, which should ultimately be prescribed in a legislative instrument. This prescribed examination should be a stand-alone assessment de-linked from the Prescribed Course or any of the service providers currently offering the Prescribed Course”.

The purpose of the Capstone is to protect consumers through raising the standards of new migration agents entering the profession where inaccurate or negligent advice can adversely affect clients’ lives.

In line with the Review recommendation, on 26 July 2017 the OMARA commenced a procurement process to select the first Capstone provider. The College of Law Ltd (COL) was selected as the successful Tenderer. A Deed of Agreement (DoA) was executed on 8 December 2017 with the COL to deliver the Capstone for a term of three years, ending on 31 December 2020, with a provision to extend for a further three years. On 29 June 2020, the COL advised the OMARA that it would not be seeking an extension as the provider of the Capstone after expiry of the DoA on 31 December 2020.

3.1 The Current Arrangements

The final Capstone intake under the COL commenced on 4 September 2020 when the written assessment component was conducted. Candidates who passed the written component undertook the oral component from 2 - 6 November 2020. Candidates were notified of their results on 7 December 2020.

Candidates who have completed the Graduate Diploma in Migration Law and Practice (the prescribed course for registration), at the end of 2020 are waiting to undertake the Capstone. Without an approved Capstone provider, there is no current pathway to registration for these recent graduates. The OMARA is receiving a regular number of enquiries and complaints relating to the delay.

3.2 Request for Proposal

On 18 December 2020, the Department published a Request for Proposal (RFP) on AusTender to procure a new Capstone provider. The RFP sought an appropriately qualified and experienced supplier to:

1. Develop and administer, via an appropriate digital platform, an assessment that includes a number of different testing methods;
2. Implement suitable governance arrangements to ensure the integrity, validity and reliable delivery of the assessment;
3. Deliver the assessment at appropriate intervals and online to meet demand;
4. Ensure that the assessment is updated and revised for each delivery round;
5. Provide comprehensive public information about the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations;
6. Advise the candidate of their individual results at the end of each assessment; and

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7. Advise OMARA by direct electronic transmission of the candidates who pass the Capstone (direct submission to OMARA).

A Statement of Requirements (SOR), which sets out details of the required Services and Contract Deliverables, was included in the RFP. The closing date for proposals was 3 February 2021.

a. Governance

The key governance arrangements for this procurement include:

1. The Secretary, who ultimately has responsibility for the Department under the Public Governance Performance and Accountability Act 2013 (PGPA Act). The Secretary may seek any information or advice related to this procurement;
2. The Delegate (Project Owner), who is appointed by the Secretary under section 23 of the PGPA Act as the decision maker in relation to this procurement;
3. The Evaluation Committee (Project Team), who is primarily responsible for evaluating the tender in accordance with the Tender Evaluation Plan;
4. The Probity Adviser, who is responsible for administering the Probity Plan; and
5. The Advisory Group, who are responsible for providing independent and professional advice in regards to procurement, probity and legal matters.

8. Managing the Tendering Process

a. Tender Evaluation and Probity Plan and Methodology

To administer the Capstone procurement, an Evaluation Committee (EC) was established, and nominated the Director of OMARA s. 22(1)(a)(ii) to act as Chair. The purpose of the EC was to evaluate the response proposals. An independent probity advisor, s. 47F(1) was engaged to provide probity oversight and ensure proper governance was administered. The Procurement and Contracts Support Branch in the Department provided guidance and support in respect to the procurement process.

The EC evaluated the proposals against the technical criteria in the SOR, assessed any potential Risk identified in the proposals and assessed overall value for money.

i. Evaluation Committee

The EC in accordance with the Tender Evaluation Plan evaluated the responses. The EC comprised of the following members:

1. s. 22(1)(a)(ii) (Chair);
2. s. 22(1)(a)(ii) (Member); and
3. s. 22(1)(a)(ii) (Member).

ii. Procurement, Probity, Legal and Financial Advice

Procurement, Probity and Legal support was provided by the Procurement and Contracts Support Branch (PCSB), external Probity Adviser s. 47F(1) and, the Civil Commercial and Employment Law Branch (CCELB).

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b. Step 1 – Receipt and Registration of Responses

Following the RFP closure and in accordance with section 4.6(a) of the Tender Evaluation Plan, the Procurement Policy and Improvement Branch (Procurement Reporting Section) carried out the download and receipt process. The following Tenderers responded prior to the RFP closing time:

1. LTA
2. s. 47G(1)(a)

c. Step 2 – Initial Screening

Following Step 1 and in accordance with section 4.6(b) of the Tender Evaluation Plan, the EC screened all responses to determine whether any responses:

1. Failed to comply with conditions for participation identified in the procurement documentation;
2. Failed to comply with any minimum content and format requirements identified in the procurement documentation;
3. Contained unintentional errors or form; or
4. Were otherwise incomplete or non-compliant with the procurement documentation.

All Tenders received were assessed by the EC to be compliant against the Mandatory Conditions for Participation and submitted for Technical Evaluation at Step 3 noting the EC can assess compliance throughout any stage.

d. Step 3 – Technical Evaluation

Following Step 2 of the evaluation process and in accordance with section 4.6(c) of the Tender Evaluation Plan, the EC then commenced the process for scoring each Tender against the Technical Evaluation Criteria.

As part of the Technical Evaluation, each EC member completed an initial review and scored each Tender response. On 2 March 2021, the EC met to discuss and agree on the overall rating for each Tender.

The EC considered all relevant information for each Tender response against the Technical Evaluation Criteria (Part D of the RFP) and conducted an objective merit based analysis of the quality of the response and the extent to which the Respondents understood and were able to meet the requirements.

s. 47G(1)(a)

s. 47G(1)(a)

LTA

s. 47G(1)(a)

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A copy of the master scoring spreadsheet for the purposes of side-by-side comparison is included at Attachment G: ADD2021/2159165 Evaluation Scoresheet (Master)

LTA

s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a)

s. 47E(d)

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e. Step 4 – Pricing Evaluation

s. 47E(d)

LTA

s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a)

s. 47E(d)

f. Step 5 – Non-technical Evaluation

s. 47E(d)

s. 47E(d)

g. Step 6 – Value for Money Assessment

s. 47E(d)

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s. 47E(d)

h. Tender Clarifications

The EC sought and received a number of tender clarifications, which are listed at Attachment C:

1. Addendum 1: ADD2021/2187995
2. Addendum 2: ADD2021/2188006
3. Addendum 3: ADD2021/2188025

s. 47E(d)

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s. 47E(d)

i. Significant Issues

s. 47E(d)

9. Recommendations

The EC recommends that:

1. s. 47E(d)
- 2.

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10. Evaluation Committee Endorsement

I certify that this Report accurately reflects the conduct of the tender evaluation process and the endorsements of the Evaluation Committee.

s. 47F(1)

Signature: _____

Name: s. 22(1)(a)(ii)

Position: Director, Office of the Migration Agents Registration Authority

Role: Chair, Evaluation Committee

Date: 21 April 2021

s. 47F(1)

Signature: _____

Name: s. 22(1)(a)(ii)

Position: Assistant Director Program Management, OMARA

Role: Evaluation Committee Member

Date: 21 April 2021

s. 47F(1)

Signature: _____

Name: s. 22(1)(a)(ii)

Position: Senior Legal Officer, Migration & Citizenship Law Branch

Role: Evaluation Committee Member

Date: 21 April 2021

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11. Delegate Approval

Recommendation	Decision
1.	Agreed/ ~~Not Agreed~~
2.	Agreed/ ~~Not Agreed~~

Comments	s. 47F(1)
Signature: _____ Name: s. 22(1)(a)(ii) Position: Assistant Secretary, Immigration Integrity and Assurance Date: <u>3/5/2021</u>	

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Australian Government
Department of Home Affairs

Submission

For information
PDMS Ref. Number MS21-000906
Date of Clearance: 02/06/2021

To Assistant Minister for Customs, Community Safety and Multicultural Affairs

Subject Migration Agents Capstone Assessment – next steps to source a new provider

Timing Not applicable

Recommendations

That you:

1. note the outcome of the procurement process to select a new provider of the Migration Agents Capstone Assessment (the Capstone) and next steps to be taken prior to announcements.

noted / please discuss

Assistant Minister for Customs, Community Safety and Multicultural Affairs

Signature.....

Date: 3/6/2021

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Minister's Comments				
Rejected Yes/No	Timely Yes/No	Relevance ☐ Highly relevant ☐ Significantly relevant ☐ Not relevant	Length ☐ Too long ☐ Right length ☐ Too brief	Quality Poor 1.....2.....3.....4.....5 Excellent Comments:

Key Issues

1. On 18 December 2020, the Department of Home Affairs (the Department) published a Request for Proposal (RFP) on AusTender to procure a new Capstone provider, following advice from the College of Law Ltd (COL) that it would cease delivering the Capstone on 31 December 2020.
2. A Statement of Requirements (SOR) which set out details of the required Services and Contract Deliverables was included in the RFP. The Department received two responses by the closing date of 3 February 2021.
3. The small number of responses received was expected, as provision of the Capstone is a 'niche' service/market and few providers would have the expertise or experience to meet the identified requirements.
4. Proposals were received from:

s. 47G(1)(a)

s. 47G(1)(a)

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Evaluation

5. An Evaluation Committee, chaired by the Director of the Office of Migration Agents Registration Authority (OMARA), was established to evaluate the proposals. An independent probity advisor was engaged to ensure that appropriate proper process and probity principles were followed. The Procurement and Contracts Support Branch (PCSB) in the Department were involved throughout the procurement process.
6. The Evaluation Committee assessed the proposals against the evaluation criteria in the Statement of Requirements (SOR) and identified LTA as the preferred Respondent. A comprehensive evaluation report was prepared by the Chair of the Evaluation Committee recommending LTA as the preferred Supplier.
7. The delegate approved the Evaluation Report on 3 May 2021.

Next steps

8. Contract negotiations with the preferred Supplier are currently underway. Subject to successful negotiations, the new Supplier will be engaged and the appropriate Contract signed.
9. The unsuccessful tenderer will be notified of the outcome once contract negotiations have concluded and the contract is executed by both parties. A Tender debrief will be offered to the unsuccessful tenderer and appropriate feedback provided upon request.
10. Following the engagement of a new provider, you will receive a submission recommending that you sign a legislative instrument specifying the new Capstone as a prescribed exam for registration as a migration agent under section 289A of the *Migration Act 1958*.

Background

11. The Capstone is the prescribed exam that a person must pass in order to be eligible to register as a migration agent. It was implemented as a recommendation of the 2014 Independent Review of the Office of the Migration Agents Registration Authority (the Review).
12. The Review found that the entry level requirements for registration as a migration agent were inadequate and did not properly prepare migration agents for practice in an area that is legislatively and socially complex. It recommended that the OMARA "tender for the development of a stand-alone Capstone Exam, which should ultimately be prescribed in a legislative instrument. This prescribed examination should be a stand-alone assessment de-linked from the Prescribed Course or any of the service providers currently offering the Prescribed Course".
13. The purpose of the Capstone is to protect consumers through raising the standard of knowledge expected of new migration agents entering the profession where inaccurate or negligent advice can adversely impact clients' lives.
14. In line with the Review recommendation, the OMARA commenced on 26 July 2017 a procurement process to select the first Capstone provider. The COL was selected as the successful Tenderer. A Deed of Agreement (DoA) was executed on 8 December 2017 with the COL to deliver the Capstone for a term of three years, ending on 31 December 2020, with a provision to extend for a further three years. s. 47E(d)

s. 47E(d)Released by Department of Home Affairs
under the Freedom of Information Act 1982

Consultation – internal/external

15. Procurement and Contracts Support Branch

Consultation – Secretary

16. The Secretary was not consulted on the approach in the submission.

Client service implications

17. A delay in availability of the Capstone will impact individuals who have completed the Graduate Diploma in Migration Law and Practice and are unable to apply to register for the first time as a migration agent, as passing the Capstone is an OMARA registration requirement.
18. The OMARA will work closely with the new provider to ensure that any delays are limited and minimise any impact to individuals seeking their first registration as a migration agent.

Sensitivities

19. The outcome of the Capstone procurement is not yet public knowledge and the process is currently ongoing. The unsuccessful tenderer will be advised in writing once the Department has entered into a new contract with the preferred Supplier. It is therefore important, that this information not be discussed with individuals and organisations, until a public announcement is made regarding the outcome of the Capstone tender process.
20. The outcome of the tender process may lead ^{s. 47G(1)(a)} to express dissatisfaction or objection to the process, noting ^{s. 47F(1)} previous experience with Capstone. Any complaints raised would be managed through the Department's procurement complaint handling procedures.
21. The information contained in this submission is classified and should not be publicly released without the authority of the Department of Home Affairs. In accordance with our long standing practices, should you wish for unclassified media lines to be prepared in relation to this issue please contact the Home Affairs Media Coordination team at media@homeaffairs.gov.au.

Financial/systems/legislation/deregulation/media implications

22. Once the provider has been engaged, the new Capstone will need to be specified in a legislative instrument as a prescribed exam for registration as a migration agent under section 289A of the *Migration Act 1958*.
23. There may be media interest in the selection of the new Capstone provider.

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under the Freedom of Information Act 1982

Attachments

24. Nil.

Authorising Officer
Cleared by:
Name: s. 22(1)(a)(ii)
Position: Assistant Secretary
Branch: Immigration Integrity and Assurance
Division: Immigration Integrity, Assurance and Policy Division
Date: 2 June 2021
Mob: s. 22(1)(a)(ii)

Contact Officer: s. 22(1)(a)(ii) Assistant Secretary, Immigration Integrity and Assurance Branch,
Ph: s. 22(1)(a)(ii)

CC Secretary, Department of Home Affairs
A/g Deputy Secretary Immigration and Settlement Services
A/g FAS Immigration Integrity, Assurance and Policy Division
First Assistant Secretary, Procurement Property and Contracts
Assistant Secretary Immigration Planning and Policy Framework
Assistant Secretary Procurement Support and Assurance Branch

Released by Department of Home Affairs
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Attachment A – Deeds of Confidentiality & Declaration of Conflict of Interest Forms for Internal and External Stakeholders

Internal Stakeholder

Acknowledgement of Confidentiality and Declaration of Conflict of Interest

Name: S. 22(1)(a)(ii)

Address: S. 22(1)(a)(ii) (Participant)

A. The participant is a Commonwealth public servant working for or with the Department of Home Affairs (**Department**).

B. The Participant is performing duties associated with the Department's procurement process for the Migration Agents Capstone Assessment (**Procurement Process**).

C. The Participant will access Confidential Information during the Procurement Process.

D. Confidential Information means information (however stored) that:

(a) is by its nature confidential;

(b) was obtained as a consequence of assisting the Department with the Procurement Process;

(c) is designed by a Tenderer in the Procurement Process as confidential; or

(d) the Participant knows or ought to have known is confidential

but does not include information that:

(e) is in the public domain (other than by breach of this Deed);

(f) is in the possession of the Participant without restriction in relation to disclosure before the date of receipt;

(g) was independently developed or acquired by the Participant; or

(h) is required to be disclosed by law.

E. In this Acknowledgement and Declaration, "**Conflict of Interest**" means that the Participant has interests which conflict or which may conflict with those of the Commonwealth, including in relation to its requirements for the RFP.

The Participant acknowledges that, in respect of the Confidentiality Information, the Participant is required under the terms of their employment:

1. to keep the Confidential Information secret;

2. to use it solely for the Procurement Process;

3. to notify the Department immediately if the Participant has been asked to disclose it, or has been, or is likely to be, required by law to disclose it;

4. not to copy or make any note or record of it except as required for the Procurement Process, and to mark any copy with 'For-Official-Use-Only' or 'Sensitive';
5. not to remove any document or other record (in any form) containing the Confidential Information from the premises of the Department;
6. to comply with the directions of the Department and its representatives in dealing with the Confidential Information;
7. to immediately notify the Department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Procurement Process; and
8. to return the Confidential Information and all copies, notes and other records of the Confidential Information to the Department immediately upon request.

The Participant declares that they do not have any actual, apparent or potential Conflict of Interest, other than those set out below:

NIL.....
.....
.....
.....
.....

If at any time the Participant forms an actual, apparent or potential Conflict of Interest, then the Participant will:

- (a) disclose that interest within 24 hours to their team leader and the RFP Contact Officer; and
- (b) take action necessary to avoid the conflict as directed by the Commonwealth.

SIGNED:

By S. 22(1)(a)(ii))

[Name of Participant])

On: 15 December 2020)

[Date]

S. 47F(1)

[Signature]



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR PROPOSAL (RFP)

FOR

PROVISION OF SERVICES FOR THE DELIVERY AND ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE ASSESSMENT (CAPSTONE)

HOMEAFFAIRS/2051/RFP

The Department invites interested parties to submit Tenders in accordance with this RFP for the goods and services described in the Statement of Requirement in **Attachment A**.

This RFP consists of:

- a. the RFP Details in **PART 1**, which set out the specific details that apply to this RFP; and
- b. the Terms and Conditions in **PART 2** that apply to this RFP; and
- c. the Attachments, which contain further information about the Requirement (**Attachment A**), Tender Responses (**Attachment B**), Pricing Schedule (**Attachment C**) Evaluation Process and Evaluation Criteria (**Attachment D**), Draft Contract (**Attachment E**), and Glossary (**Attachment F**).

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PART 1 – RFP DETAILS

RFP Detail	Details
RFP Number	HOMEAFFAIRS/2051/RFP
Closing Time	<u>2.00 pm on 25 January 2021 (local Canberra time, ACT).</u>
Contact Officer	Name: Project Manager Position: Review Implementation Officer, Office of the Migration Agents Registration Authority (OMARA) Email: Capstoneenquiries@homeaffairs.gov.au
Description of the Requirement	Details of the Requirement are set out in Attachment A – Statement of Requirements.
Tenders for only part of the Requirement permitted?	No - see Terms and Conditions clause 11
Mandatory Requirements	<u>Conditions for Participation:</u> The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation: De-linked Assessment a) The tenderer must ensure that they will not operate the Capstone Assessment as an integrated component of a Prescribed Migration Agents Course at their institution. i. Where a tenderer is proposing to provide both the Capstone Assessment and a Prescribed Migration Agents Course at their institution, they must be able to demonstrate that their administration and delivery of the Capstone Assessment are not in any way connected to, and are therefore completely separate from, their delivery of the Prescribed Migration Agents Course. <u>Minimum Content and Format Requirements:</u> All registered Tenders will be screened to identify any Tender that: (a) tenders must include a fee schedule substantially in the form of Section 2 of Attachment C (b) all language, including in all attachments and supporting technical data, must be written in English (c) unless otherwise specified in the Statement of Requirement, all measurement must be expressed in Australian legal units of measurement (d) all prices must be stated in Australian dollars.

Intended Timetable for the RFP	Issue RFP: Tuesday, 15 December 2020 Industry briefings (if applicable): There will be an Industry briefings scheduled after the release of the RFP. The Department reserves the right to conduct as required. Closing Time: <u>2.00 pm on 25 January 2021 (local Canberra time, ACT).</u> Evaluation period: 8 February 2021 Contract(s) with successful tenderer(s) finalised: March 2021 Services commence: Date of Contract execution by both parties
Intended outcome of the RFP process	One successful Tenderer for provision of the Requirement - see Terms and Conditions clause 21 and the Draft Contract at Attachment E.
Proposed Contract Term	Initial contract term of 3 years. There will be three (3) one (1) year options for extension.
Tender Validity Period	Six months after the Closing Time - see Terms and Conditions clause 6.
Industry briefings	There will be an Industry briefing scheduled after the release of the RFP. The Department reserves the right to conduct as required.
Site Inspection	There will be no Site Inspection for this RFP process.
Data Room or Further Materials	The Department does not intend to provide Tenderers with additional materials, data or information other than that contained in this RFP.
Evaluation Criteria and Process	As set out in Attachment D.
Participation of other Commonwealth Agencies in this RFP process	The Department is not aware of any other requirement by another Commonwealth Agency for the Requirement, but wishes to facilitate procurement by any other Commonwealth Agency in the future using the mechanisms in this RFP and the Draft Contract - see Terms and Conditions clause (e).
Does the Building Code and Guidelines apply?	No
Security Requirements	Relevant personnel of the successful Tenderer and its subcontractors, where applicable will not be required to be employment suitability and security cleared, where they are determined to be Immigration and Border Protection workers in

	accordance with the <i>Australian Border Force Act 2015</i> (Cth). Clause 38 of the RFP Terms and Conditions sets out this requirement in further detail.
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PART 2 – TERMS AND CONDITIONS

1. Definitions

- 1.1. In this RFP, unless the contrary intention is expressed, the definitions set out in **Attachment F (Glossary)** apply.
- 1.2. Additional definitions may appear throughout this RFP.

2. Interpretation

- 2.1. In this RFP, except where the contrary intention is expressed:
- (a) words importing a gender include any other gender;
 - (b) words in the singular number include the plural and words in the plural number include the singular;
 - (c) section headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
 - (e) another grammatical form of a defined word or expression has a corresponding meaning;
 - (f) a reference to a clause, paragraph, part, attachment, schedule or annexure is to a clause, paragraph, part, attachment, schedule or annexure to this RFP;
 - (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (h) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions and the word 'include' is not a word of limitation.
- 2.2. To the extent of any inconsistency between any of the information in this RFP, the information will be interpreted in the following order of priority:
- (a) the Terms and Conditions in Part 2 of this RFP;
 - (b) the RFP Details in Part 1 of this RFP;
 - (c) **Attachment F** to this RFP;
 - (d) **Attachment A** to this RFP;
 - (e) **Attachment C** to this RFP;
 - (f) **Attachment B** to this RFP;
 - (g) **Attachment D** to this RFP; and
 - (h) any other document forming part of this RFP.

3. Tender Closing Time

- 3.1. Tenders must be lodged before the Closing Time.
- 3.2. The time displayed on AusTender is deemed to be the correct time and will be the means by which the Department will determine that Tenders have been lodged by the Closing Time.
- 3.3. Notwithstanding **clause 3.2**, the judgement of the Department as to the time a Tender has been lodged will be final.
- 3.4. The Department may extend the Closing Time for all Tenderers, at its sole and absolute discretion. If it does so, the Department will issue an addendum notifying Registered Tenderers of the extension in accordance with **clause 14** (Issue by the Department of Addenda and Notices).

4. Tender Lodgement

Requirement to use AusTender

- 4.1. Tenders in response to this RFP must be lodged electronically using the Electronic Tender Box on the AusTender website, in accordance with the Tender lodgement procedures set out in this RFP and on AusTender.
- 4.2. Tenders lodged by any other means, including by hand, facsimile or email, will not be considered.

AusTender

- 4.3. AusTender is the online tendering system for Australian Government Departments and agencies at <https://www.tenders.gov.au>. AusTender allows Tenderers to download tender documentation and upload Tender responses. Tenderers are required to first register with AusTender and provide their contact details.
- 4.4. Access to and use of AusTender is subject to the terms and conditions set out on AusTender. Tenderers agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.
- 4.5. Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFP, the tender lodgement procedures set out in this RFP will prevail to the extent of the inconsistency.
- 4.6. It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. The Department takes no responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.
- 4.7. Tenderers are required to inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers should make their own assessment of the AusTender system prior to using it for any matter related to this RFP. The Department accepts no responsibility arising in respect of any use or attempted use of AusTender by any party.

- 4.8. All queries and requests for technical or operational support in respect of AusTender are to be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: Tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (local time in Canberra, ACT), excluding ACT and Australian national public holidays.

Tenderers should note that there will be limited AusTender Help Desk support after 12 noon (AEDT) from 22 December 2020; and no Help Desk support during the Christmas Holiday period. The AusTender Help Desk standard operation hours will recommence from 9:00am (AEDT) Wednesday, 6 January 2021.

Virus Checking

- 4.9. In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, malicious code, worms or other disabling features that may affect AusTender and/or Department computing environment. Any Tender found to contain viruses, malicious code or other disabling features will be excluded from the evaluation process.

Tender File Formats, Naming Conventions and Sizes

- 4.10. Tenderers are required to lodge their Tender in accordance with the requirements for file format/s, naming conventions and file sizes as set out in this **clause 4**. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may exclude the Tender from consideration.
- 4.11. The Department will accept Tenders lodged in Microsoft Word 2010 (or later version), Microsoft Excel 2010 (or later version), Portable Document Format or other format specified in **Attachment B** or as otherwise agreed in writing by the Contact Officer.
- 4.12. The Tender file name/s need to:
- (a) incorporate the Tenderer's name;
 - (b) reflect the various parts of the Tender they represent, where the Tender comprises multiple files;
 - (c) not contain any of the following characters: \ / : * ? " < > | ; and
 - (d) not exceed 100 characters, including the file extension.
- 4.13. Tender files:
- (a) may not exceed a combined file size of five (5) megabytes per upload;
 - (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process;
 - (c) should not be selected from a secure or password protected location, or from portable media such as, but not limited to, CD, DVD or USB; and

- (d) should be zipped (compressed) together for transmission to AusTender (Tenderers should contact the Contact Officer if they wish to use compression software other than 'WinZIP' or 'WinRAR' compression software, and may only do so if approved by the Contact Officer in writing).
- 4.14. AusTender will accept up to a maximum of five (5) files in any one upload of a Tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed 5 megabytes, the Tenderer should either:
 - (a) transmit the Tender files as a compressed (zip) file not exceeding five (5) megabytes; or
 - (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the Tender.
- 4.15. If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Closing Time.
- 4.16. Tenders are required to be completely self-contained. No hyperlinked or other material may be incorporated by reference. If a tenderer attempts to incorporate such material, it will not be considered by the Department as part of the Tender.

Scanned or imaged material, including the Tenderer's declarations

- 4.17. Scanned images of signed and/or initialled pages within the Tender, including deeds of undertaking, statutory declaration, "Declaration of Compliance" and deeds of confidentiality where they are required, are permitted so long as the total file size does not exceed the five (5) megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the five (5) megabyte limit per upload, is prohibited.
- 4.18. After the Closing Time, the Department may require that the Tenderer courier or post the original signed and initialled pages of their Tender to the Department, at the Tenderer's cost. Receipt of these documents, including time and date, will be provided to the Tenderer by the Contact Officer.

Lodgement process

- 4.19. Before submitting a Tender, Tenderers are required to:
 - (a) ensure their technology platform meets the minimum requirements identified on AusTender;
 - (b) refer to AusTender's help guidance, if required, on uploading Tenders;
 - (c) take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or Department computing environment;
 - (d) ensure that the Tender does not contain links in spreadsheets or documents to other spreadsheets or documents not included in the Tender, macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Department;

- (e) ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Department; and
 - (f) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in this RFP or otherwise advised by the Department or required by AusTender.
- 4.20. Tenderers should allow sufficient time to complete the tender lodgement process, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- 4.21. Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic Tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.
- 4.22. Tenders lodged through AusTender will be deemed to be authorised by the Tenderer.
- 4.23. If Tenderers have any problem in accessing the AusTender website or uploading a Tender they must contact the Department via the nominated Contact Officer or the AusTender Help Desk in **clause 4.8** prior to the Closing Time. Failure to do so will exclude a Tender from consideration.

Proof of lodgement

- 4.24. When a Tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. Tenderers should save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- 4.25. Failure to receive a receipt means that lodgement has not completed successfully. Where AusTender has issued no receipt, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to **clauses 4.19** and **4.23** and recomplete the tender lodgement process until Tender lodgement is successfully completed.

AusTender security

- 4.26. Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- 4.27. Tenderers acknowledge that:
- (a) lodgement of their Tender on time and in accordance with the terms and conditions of AusTender and this RFP is entirely their responsibility; and
 - (b) the Department will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFP, is not received on time, is corrupted or

altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

Late Tenders, Incomplete Tenders and Corrupted Files

- 4.28. Lodgement of Tenders before the Closing Time is entirely the Tenderer's responsibility.
- 4.29. Late Tenders will not be accepted unless the delay in lodging the Tender is as a consequence of mishandling by the Department.
- 4.30. Tenderers should be aware that AusTender will not permit any attempt to commence lodging a Tender, or any discrete component of a Tender, after the Closing Time. Such a Tender will be deemed to be a Late Tender.
- 4.31. Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to the Department as having commenced transmission prior to, but completed lodgement after, Closing Time.
- 4.32. Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and **clause 4.31** will only apply to the final upload commenced before the Closing Time.
- 4.33. Tenders that are incomplete due to a failure to upload all files by the Closing Time; and/or Tenders with electronic files that cannot be read or decrypted; and/or Tenders which the Department believes to potentially contain any virus, malicious code, worms, other disabling features or anything else that might compromise the integrity or security of AusTender and/or Department computing environment, may be excluded from evaluation.

5. Department's Contact Officer and Enquiries about the RFP

Contact Officer

- 5.1. All enquiries in relation to this RFP are to be:
- (a) in writing by email to Capstoneenquiries@homeaffairs.gov.au
 - (b) directed to, and only to, the Contact Officer; and
 - (c) received by the Contact Officer, no later than four (4) Business Days before the Closing Time.
- 5.2. The Department may, at its sole and absolute discretion, refuse to accept any enquiry not made in accordance with **clause 5.1**.
- 5.3. The Department reserves the right to publish on AusTender any enquiry of the meaning of the content of this RFP and the Department's response, on a non-attributable basis.

6. Tender Validity Period

- 6.1. Tenders are to remain valid for acceptance by the Department for the Tender Validity Period.

- 6.2. The Department may extend the Tender Validity Period, including where this RFP process is suspended under the GP(JR) Act.

7. Intended Timeframe For The RFP Process

- 7.1. The RFP Details set out the Department's intended timetable for the RFP Process. However, any time or date set out in this RFP (other than the Closing Time) is indicative only, and creates no obligation on the Department, or any right in a Tenderer, in relation to these dates.
- 7.2. Subject to **clause 3.4** (Tender Closing Time), the Department may change the intended timetable in the RFP Details in its absolute discretion at any time, and without giving any notice to Tenderers.

8. Industry briefings

- 8.1. Where the RFP Details indicate that there will be an industry briefing:
- (a) the industry briefing will be open for Registered Tenderers to clarify the Department's objectives and priorities for this RFP and to respond to questions arising out of the RFP process;
 - (b) Registered Tenderers will be required to register their attendance at the industry briefing;
 - (c) the Department may change the date, location and/or time of the industry briefing at its absolute discretion, by issuing an addenda in accordance with **clause 14** (Issue by the Department of Addenda and Notices);
 - (d) if in the course of the industry briefing it becomes clear to the Department, in its absolute discretion, that it is necessary to distribute additional information relating to or concerning this RFP and/or the Requirement, then the Department reserves the right to distribute that information to all Registered Tenderers in accordance with **clause 14** (Issue by the Department of Addenda and Notices);
 - (e) Tenderers may not rely on a statement made at the industry briefing as amending or adding to this RFP unless that amendment or addition is confirmed by the Department in writing in accordance with **clause 14** (Issue by the Department of Addenda and Notices);
 - (f) **clause 29.2** will apply to any information given at the industry briefing; and
 - (g) attendance at the industry briefing will be at the Registered Tenderer's own cost.

9. Provision of other materials by the Department

- 9.1. Unless indicated by the RFP Details, the Department is not making available to Tenderers any materials or information other than that contained or referred to in this RFP.

10. Conditions for Participation, and Minimum Content and Format Requirements for Tenders

Conditions for Participation

- 10.1. The Conditions for Participation are set out in 'Conditions for Participation', Part 1 RFP Details.
- 10.2. Subject to **clause 17**, any Tenderer who fails to meet any of the Conditions for Participation set out in the RFP Details will be excluded from further consideration.
- 10.3. The Department may at any time during the evaluation process determine that a Tenderer does not meet one or more Conditions of Participation.

Minimum Content and Format Requirements

- 10.4. A Tenderer must meet each of the Minimum Content and Format Requirements set out in 'Minimum Content and Format Requirements', Part 1 RFP Details.
- 10.5. Subject to **clause 17**, any Tenderer who fails to meet any of the Minimum Content and Format Requirements set out in the RFP Details will be excluded from further consideration.
- 10.6. The Department may at any time during the Evaluation Process determine that a Tenderer does not meet one or more Minimum Content and Format Requirements.

Format of Tenders

- 10.7. Tenders should include the information or other material required by **Attachment B** and **Attachment C**, including:
- (a) the Tender cover sheet in **Part 2** of **Attachment B**;
 - (b) the Deed of Undertaking in **Part 3** of **Attachment B**;
 - (c) the statutory declaration in **Part 3** of **Attachment B**;
 - (d) the Tender Response Tables in **Part 4** of **Attachment B**; and
 - (e) the Pricing Schedule in Section 2 of **Attachment C**.
- 10.8. **Clause 10.7** does not limit or add to the Mandatory Content and Format Requirements.

11. Part Tenders

- 11.1. Unless otherwise indicated in the RFP Details, Tenderers are to offer to provide the entire Requirement and no Tenders for only part of the Requirement will be allowed.
- 11.2. Where the RFP Details indicate that only part of the Requirement will be allowed, **Attachment A** sets out which part or parts of the Requirement may be the subject of a Tender.
- 11.3. The Department may select a single Tenderer for all of the Requirement, or a Tenderer for each part or parts of the Requirement.

12. No Consortia or Joint Tenders; Subcontract arrangements

- 12.1. A Tender is required to be submitted by a single legal entity that exists at the Closing Time and who proposes to contract with the Department for provision of the Requirement.

- 12.2. The Draft Contract requires that the Tenderer not subcontract the whole of its obligations under the contract but the Tenderer may, with the prior consent of the Department, subcontract part of the Requirement. The successful Tenderer must ensure that its subcontractors, when undertaking any part of the Requirement, are aware of their obligations to comply with the same terms and conditions of contract as that imposed on the successful Tenderer.
- 12.3. The successful Tenderer(s) must:
- (a) agree to the public disclosure of the names of any subcontractors engaged to perform any of the Requirement; and
 - (b) inform relevant subcontractors that their participation in fulfilling any of the Requirement may be publicly disclosed.
- 12.4. The successful Tenderer must ensure that its subcontractors, when undertaking any part of the Requirement, are aware of their obligations to comply with the same terms and conditions of the Contract as that imposed on the successful Tenderer.

13. Alternative Tenders

- 13.1. The Department may consider an alternative approach or solution that does not meet all aspects of the Requirement as long as the Tenderer also submits a separate Tender containing a solution which does so. Tenderers should provide in any alternative Tenders a response which clearly:
- (a) complies with any Conditions for Participation and Minimum Content and Format Requirements set out in this RFP;
 - (b) proposes a solution which satisfies the functionality and performance requirements of the Requirement;
 - (c) separately identifies, in detail, the proposed alternative approach or solution;
 - (d) specifies each instance of change from the Requirements;
 - (e) states the reasons for each instance of change; and
 - (f) demonstrates that the proposed alternative approach or solution is more beneficial to the Department than the approach specified in this RFP.
- 13.2. Failure to provide this information may result in the Department not considering the alternative Tender.

14. Issue by the Department of Addenda and Notices

- 14.1. Prior to the Closing Time, the Department may vary, supplement or clarify this RFP by issuing notices and other information as addenda posted on the page for this RFP on AusTender.
- 14.2. AusTender will notify Tenderers who have registered and downloaded this RFP documentation via email of the issue of any addenda. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading RFP documentation. If Tenderers have not recorded their details correctly, they should amend their details and download this RFP documentation again. If a Tenderer has

obtained RFP documentation other than from AusTender, they should visit AusTender, register as a user and download this RFP documentation.

- 14.3. Tenderers are required to log in to AusTender and collect addenda as notified.
- 14.4. The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFP. A Tenderer will not be allowed to amend its Tender as a result of its failure to be aware of any issued addenda.
- 14.5. Each addendum forms part of this RFP upon issue.
- 14.6. If a Tenderer finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency, omission or misleading statement (**Error**) in this RFP, or in any other information given or made available by the Department, the Tenderer should promptly notify the Contact Officer in writing setting out the Error in sufficient detail. Any consequential amendment of this RFP or information provided by the Department will be made available to all Tenderers in accordance with this **clause 14**.

15. Issue by the Department of Requests for Clarification

- 15.1. If the Department requires clarification of information contained in a Tender, it will request clarification from the Tenderer in writing. The Department will not accept information provided in response to a request for clarification if that information alters the original Tender in any material respect. If the Tenderer fails to supply clarification to the satisfaction of the Department, the Department may exclude the Tender from further consideration.
- 15.2. Tenderers should:
 - (a) respond to any request for clarification within the time period and in the format specified by the Department;
 - (b) ensure that clarifying information provided answers the Department's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
 - (c) not seek to materially alter any aspect of their Tender by providing additional information to the Department.
- 15.3. The Department may require the Tenderer to submit similar information to that required by this RFP in respect of any proposed subcontractors if that information was not already required to be included in the Tender by this RFP.
- 15.4. The Tenderer should not interpret a request to clarify the Tender as being an indication that its organisation will or will not be the preferred Tenderer. The Tenderer should treat all communications with the Department which relate to this RFP as strictly confidential and not disclose the details of any contacts to any third parties. A Tenderer's failure to observe confidentiality may result in the exclusion of their Tender from further consideration.

16. Corrections by a Tenderer After Lodgement

- 16.1. If, after submission of a Tender but before the Closing Time, a Tenderer becomes aware of any discrepancy, error or omission in the Tender and wishes to lodge a correction or

additional information, it must resubmit its whole Tender in accordance with this RFP, clearly stating that the Tender is a replacement Tender. Where more than one Tender has been submitted, the Department will evaluate the last submitted Tender.

- 16.2. The Department is not under any obligation to consider any corrections or additional information provided after the Closing Time. The Department will consider this material only where it considers it appropriate to do so.

17. Unintentional Errors of Form

- 17.1. An unintentional error of form is an error that the Department is satisfied:
- (a) represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and
 - (b) does not materially affect the competitiveness of the Tender.
- 17.2. If the Department considers that there are unintentional errors of form in a Tender, the Department may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

18. Presentations, Interview and Site Visits

- 18.1. The Department may, at its sole discretion, require the Tenderer to give a presentation on its Tender, attend an interview and/or host a site visit to the Tenderer's premises (or other premises where the Requirement will be provided). Such requirements will be at the Department's sole discretion. The Department will advise the Tenderer of any requirements for the presentation, interview and/or site visit.
- 18.2. Any costs incurred by the Tenderer in relation to any presentations, interview or site visits will be borne by the Tenderer.

19. The Evaluation Criteria and Evaluation Process

- 19.1. An Evaluation Committee will conduct the evaluation of Tenders in accordance with the Evaluation Process set out in **Attachment D**.
- 19.2. Tenders will be evaluated on the basis of overall best value for money consistent with the CPRs and other Commonwealth purchasing policies using the Evaluation Criteria specified in **Attachment D**.
- 19.3. When evaluating the Tenders, the Department may:
- (a) use any material provided in response to one Evaluation Criteria in the evaluation of other criteria;
 - (b) seek clarification or information from any Tenderer, whether or not similar information has been sought from other Tenderers;
 - (c) make independent enquiries about any matters that may be relevant to the evaluation including security, financial and probity checks in relation to the Tenderer, its subcontractors and any related entities or their personnel (and a Tender may be excluded by the Department if the Tenderer does not provide, at its cost, all reasonable assistance to the Department in this regard);

- (d) obtain information regarding the capacity and capability of a Tenderer from referees nominated by the Tenderer or any other person contacted by the Department;
- (e) normalise Tender pricing in order to establish a common base for comparative assessment of Tenders, including in relation to:
 - i. consideration of nominal and discounted cash flow;
 - ii. cost associated with transitioning;
 - iii. any assumptions, qualifications or caveats attached to the Tender prices; and
- (f) use any relevant information obtained in respect of a Tenderer either through this RFP process or by independent enquiry.

20. No Contract; Disclaimer; Acceptance of Tenderer's Offer

- 20.1. This RFP is an invitation to treat and is not to be taken as an offer to enter into a contract, or any sort of recommendation. This RFP does not include any tax, legal, commercial or investment advice.
- 20.2. Lodging a Tender will constitute an offer in accordance with this RFP by the Tenderer.
- 20.3. The Department may accept the whole or any part of the Tenderer's offer. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.
- 20.4. Despite the evaluation of Tenders resulting in the selection of a preferred Tenderer, the acceptance or purported acceptance of any Tender by the Department is subject to the execution of a contractual document, in a form acceptable to the Department, between the preferred Tenderer and the Department.
- 20.5. The issue of this RFP (and/or the submission of any Tender) does not create any legal relationship or obligation (or quasi-legal relationship or obligation) in respect of:
 - (a) the process to be followed (including in relation to evaluation and assessment of any Tender); or
 - (b) entering into a contractual arrangement with the Tenderer.
- 20.6. Despite **clause 20.5**, if a court finds there to be a contract between the Department and a Tenderer regarding the conduct of this RFP process, the Tenderer agrees that the Department's liability for negligence, breach of statute, and any breach of the terms of such a contract is limited to the Tenderer's costs of participation in the RFP process. For the avoidance of doubt, the Department is not liable for any lost profit, lost opportunity or other losses of the Tenderer.

21. Outcome of the RFP Process

- 21.1. The Department proposes to enter into an agreement with the successful Tenderer(s) substantively in the form of the Draft Contract in **Attachment E** for the provision of the Requirement.
- 21.2. Where the RFP Details indicate provision of the Requirement under a standing offer or panel arrangement, Tenderers should particularly note the provision of the Draft Contract under which:

- (a) the Department does not guarantee the purchase of any particular volume of Requirement during the term of the standing offer, nor does it guarantee to purchase any of the Requirement whatsoever under the standing offer; and
- (b) the Department reserves the right to acquire the same or similar goods, products or services from any other entity whilst the standing offer is current.

22. Debriefing

- 22.1. If a Tender is unsuccessful, the Tenderer will be notified in writing and offered an opportunity for a debriefing. If the Tenderer would like a debriefing, it should contact the Contact Officer to arrange a suitable time.
- 22.2. Tenderers will be debriefed against the Evaluation Criteria. In accordance with Commonwealth policy, a Tenderer will not be provided with information concerning other Tenders or Tenderers, except for publicly available information and except in so far as comparative statements can be made without breaching confidentiality.

23. Intellectual Property Rights in Tender Documents

- 23.1. All Intellectual Property Rights in this RFP are vested in the Commonwealth.
- 23.2. The Tenderer agrees that all Tenders become the property of the Department and that the Department, and anyone assisting the Department, may copy, adapt, modify, disclose, communicate or do anything else to all material contained in the Tender which the Department considers necessary for the purpose of:
 - (a) evaluating or clarifying the Tender (including any subsequent offer);
 - (b) negotiating any resultant contractual arrangement with the Tenderer;
 - (c) managing any resultant contractual arrangement with the Tenderer;
 - (d) complying with any law;
 - (e) referring any material suggesting collusion by Tenderers to the Australian Competition and Consumer Commission (ACCC) and the use by the ACCC of that material to conduct any review it deems necessary;
 - (f) providing information to another person in the situations specified in **clauses 24.4 or 24.5** (Confidentiality); and
 - (g) anything else related to the RFP process, including audit and complying with governmental and parliamentary reporting requests and requirements.
- 23.3. However, **clause 23.2** does not transfer ownership of any Intellectual Property Rights in the information contained in the Tender to the Department (these remain vested in the person with the original ownership of that intellectual property).

24. Confidentiality

General

- 24.1. Tenderers acknowledge that the Department is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:

- (a) the requirement to publish details of its agreements valued at \$10,000 or more and all standing offers on AusTender, within six weeks of entering into the agreement or standing offer;
- (b) the requirement to publish a list of agreements valued at \$100,000 or more, which have not been fully performed or which have been entered into during the previous 12 months, on the internet with access through the Department's home page, and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts;
- (c) disclosure requirements under the Freedom of Information Act 1982 (Cth);
- (d) compliance with record keeping policies, standards and guidelines;
- (e) compliance with record keeping obligations under the *Archives Act 1983* (Cth); and
- (f) the obligation to investigate and report on any complaints received under the GP(JR) Act.

Disclosure to Parliament and its Committees

- 24.2. Tenderers acknowledge that Federal Parliament and its Committees have the power to require the disclosure of Commonwealth agreements and contract information to enable them to carry out their functions.

Department's confidentiality obligations

- 24.3. Subject to **clauses 24.4** and **24.5**, the Department undertakes to keep confidential any Confidential Information provided to the Department by Tenderers prior to the entering into of any contractual arrangements and, in respect of unsuccessful Tenderers, after the execution of such arrangements.

Limitation of obligation of confidentiality

- 24.4. The obligation of confidentiality in **clause 24.3** does not apply if the Confidential Information:
- (a) is disclosed by the Department to its advisers, contractors or employees solely in order to evaluate the Tender, provide advice during the RFP process and/or during contract negotiations;
 - (b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of tender and contract related activities;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the Department within the organisation, or with another Commonwealth Agency, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed;
 - (g) is disclosed by the Department to defend any claim or proceeding in relation to the RFP process or a resultant Contract;

- (h) is disclosed by the Department to investigate or manage a complaint made in connection with this RFP process;
- (i) is in the public domain otherwise than due to a breach of **clause 24.3**; or
- (j) is disclosed with the consent of the Tenderer.

24.5. The Department may provide any information supplied by a Tenderer in its Tender or as part of this RFP process to any other Commonwealth Agency to assist that agency determine if it wishes to take advantage of the Tenderer's offer to provide the Requirement to that agency. The provisions of this **clause 24** will apply in respect of the relevant Commonwealth Agency as if references to the Department were references to that agency.

Preservation of confidentiality

24.6. Once the RFP process has been finalised, the Department will not keep such information provided by the successful Tenderer(s) confidential unless it, in its absolute discretion, considers it appropriate to do so having regard to the matters covered by the Commonwealth's *Guidance on Confidentiality in Procurement*.

25. Conflict of Interest

25.1. Tenderers are required to immediately notify the Department if the Tenderer becomes aware of an actual or potential conflict of interest at any time before the completion of the RFP process which is not fully disclosed in its Tender. A conflict of interest may exist if:

- (a) the Tenderer or any of its personnel have a relationship (whether professional, commercial or personal) with any personnel in the Department; or
- (b) the Tenderer has a relationship with, and obligations to, an organisation which would affect or may be perceived to affect the performance of the Requirement or would bring disrepute to or embarrass the Department; or
- (c) the Tenderer or any of its personnel have a relationship which could affect the Department's security.

25.2. If a Tenderer has or may have an actual or potential conflict of interest, the Department may at its discretion:

- (a) enter into discussions to seek to resolve the conflict of interest;
- (b) impose conditions on the Tenderer for the management of the actual or potential conflict of interest; or
- (c) take any other action which it considers appropriate.

25.3. If a Tenderer is unwilling or unable to enter into discussions under **clause 25.2(a)**, comply with the conditions imposed under **clause 25.2(b)** or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to the Department, the department may then exclude the Tender from further consideration (including terminating any contract negotiations).

26. Compliance with Commonwealth policies

The Australian National Audit Office

- 26.1. The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records in the possession of a Commonwealth agency.
- 26.2. Tenderers should obtain, and will be deemed to have obtained their own independent advice on the impact of the *Auditor-General Act 1997* (Cth) on its participation in this RFP process and any subsequent contractual arrangement.
- 26.3. The Draft Contract contains a right of access by the Auditor-General, or an authorised person, to information, documents, records and the Department's assets, including those on the Tenderer's premises, which are related to the relevant contractual arrangement.

Privacy Legislation

- 26.4. The *Privacy Act 1988* (Cth) establishes a national scheme providing for the appropriate collection, holding, use, correction, disclosure and transfer of personal information by public and private sector organisations.
- 26.5. Tenderers should obtain, and will be deemed to have obtained their own independent advice on the impact of the *Privacy Act 1988* (Cth) on their participation in this RFP process and any subsequent contractual arrangement.
- 26.6. The Draft Contract requires the Contractor to comply with the *Privacy Act 1988* (Cth).

Freedom of Information

- 26.7. The *Freedom of Information Act 1982* (Cth) gives certain rights to the community to access information in the possession of the Commonwealth, which may include any Tender submitted and any contractual arrangement resulting from this RFP process and related documents. Access is only limited by certain exceptions and exemptions as set out in that Act.
- 26.8. Tenderers should obtain, and will be deemed to have obtained their own independent advice on the impact of this legislation on their participation in this RFP process and any subsequent contractual arrangement.

Workplace Gender Equality

- 26.9. In accordance with Commonwealth policy, the Department will not enter into contracts with Tenderers who are not compliant under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Draft Contract requires that, in the performance of the contract, a successful Tenderer must:
- (a) comply with its obligations, if any, under the WGE Act;
 - (b) if the term of the contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance with the WGE Act within 18 months from the contract commencement date and following this, annually to the Department; and
 - (c) notify the Department if the successful Tenderer becomes non-compliant with the WGE Act during the term of the contract.
- 26.10. For further information about the WGE Act, Tenderers should contact the WGEA on (02)

9432 7000.

- 26.11. Tenderers must indicate as part of the Tenderer's response at **Attachment B**, whether or not the organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of the Tender, or prior to entering into any contract.

Prohibition of Illegal Workers

- 26.12. Tenderers should note that it is the Department's policy not to enter into contractual arrangements with an entity engaging Illegal Workers. The declaration in **Attachment B** contains a statement from the Tenderer confirming that it will comply with this policy.

Anti-Terrorism Measures

- 26.13. The Tenderer and any nominated subcontractors proposed in the Tender must not be listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008*.
- 26.14. The Department will not enter into any contractual arrangement with a person or organisation on the list, and Tenderers are required to declare that they are not listed (see the declaration in **Attachment B**).

Unpaid Employee Entitlements

- 26.15. The Tenderer must not have a judicial decision against it relating to employee entitlements (excluding decisions which are under appeal), in respect of which the Tenderer has not paid the claim. Tenderers are required to declare that they have no such unsettled judgements (see the declaration in **Attachment B**).

Ombudsman

- 26.16. Tenderers should be aware of the *Ombudsman Act 1976* (Cth), which provides rights of access to places occupied by Commonwealth contractors to conduct investigations at those places.
- 26.17. Tenderers should obtain, and will be deemed to have obtained their own independent, advice on the impact of this legislation on their participation in this RFP process and any subsequent contractual arrangement.
- 26.18. The Draft Contract includes a right of access by the Ombudsman to the Tenderer's premises and/or relevant documents.

Competitive Neutrality

- 26.19. Competitive neutrality requires that Government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership.
- 26.20. Tenderers from the public sector which are a government business enterprise should identify themselves as such and demonstrate in the pricing of their Tender that the

requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and costs of funds. Compliance with the requirements of competitive neutrality may be tested by the Department.

Small and Medium Enterprises (SMEs)

- 26.21. The Department is obliged to comply with the Commonwealth purchasing policy to encourage Small to Medium Enterprises (**SMEs**). An SME is an Australian or New Zealand entity with fewer than 200 full time equivalent employees.
- 26.22. In compliance with this policy, the Department aims to source at least 10% of its purchases from SMEs. To ensure that SMEs have appropriate opportunities to compete for the Department's business, Tenderers should, where possible, identify any SME involvement in their Tenders.

Fair Work Act 2009 (Cth)

- 26.23. Tenderers are required to comply with all applicable workplace relations laws, including:
- (a) the *Fair Work Act 2009* (Cth) or any other applicable workplace relations laws;
 - (b) work health and safety laws; and
 - (c) worker's compensation laws.

Fraud Control

- 26.24. Tenderers' attention is drawn to the Australian Government's position on fraud control, set out in the Commonwealth Fraud Control Guidelines (available at: www.ag.gov.au).
- 26.25. The Statement of Requirement in **Attachment A** sets out requirements for fraud control in connection with the Requirement, including any measures needed to ensure the high standard of accountability required as part of the Commonwealth's financial management framework.

Subcontracting

- 26.26. Where subcontractors are specified in the Tender, the Tenderer is required to identify:
- (a) the subcontractor's compliance or otherwise with the *Workplace Gender Equality Act 2012* (Cth); and
 - (b) whether the subcontractor complies with the *Fair Work Act 2009* (Cth).
- 26.27. Tenderers' attention is drawn to the requirements in **Attachment B**.

Open Source Software Policy

- 26.28. Where this Tender relates to the procurement of software:
- (a) the Department encourages suppliers to submit and/or develop open source software as part of its Tender. When responding to this Tender, the Tenderer should demonstrate a willingness to actively consider open source software throughout all stages of procurement, solution design and implementation in order to produce a product that demonstrates value for money and is fit for purpose. This may include incorporating open source software components together with proprietary software

components; and

- (b) in evaluating the Tender, the Department will consider open source software equally alongside proprietary software.

Multicultural Access and Equity Policy

26.29. Tenderers must demonstrate how they will comply with the Australian Government's Multicultural Access and Equity Policy (the 'policy'), including at a minimum, by demonstrating:

- (a) a sound knowledge of the needs, circumstances, cultural and other characteristics of clients and assessment of the direct impact of the Requirement on those clients ; and
- (b) how they will provide the requirement to a culturally and linguistically diverse population, consistently with the policy; and
- (c) that they have:
 - i. planning, implementation, monitoring and review mechanisms that incorporate the policy;
 - ii. performance standards that use the cultural and linguistic diversity of personnel or their awareness of issues (Note: data collection on the service, including on performance standards must be consistent with Standards for Statistics on Cultural and Language Diversity);complaint mechanisms that enable people from culturally and linguistically diverse backgrounds to raise concerns about the services provided; and
 - iii. recruited, as relevant, culturally diverse employees, volunteers, grantees and subcontractors.

26.30. Information on the policy and related documents is available at <https://www.homeaffairs.gov.au/mca/PDFs/multicultural-access-equity-policy-guide.pdf>

27. Public Statements

27.1. Tenderers may not make any public statements (by means of advertisement or otherwise) in relation to this RFP, or any subsequent contractual arrangement arising out of this RFP, without the prior written consent of the Department. However, nothing in this clause is to be read as limiting a Tenderer's right to enter into public debate or criticism of the Australian Government, its agencies, or personnel.

28. Ethical Dealing

28.1. The Tenderer must not:

- (a) lodge a Tender that has been compiled with improper assistance of employees or former employees of the Department or uses information improperly obtained or in breach of an obligation of confidentiality;
- (b) engage in misleading or deceptive conduct in relation to Tenders or the RFP process;
- (c) engage in any collusive Tendering, 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 Tender or the RFP process;

- (d) attempt to solicit information from or influence improperly any officer, employee or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFP process; or
- (e) otherwise act in an unethical or improper manner, or contrary to any law.

28.2. The Department may exclude from consideration any Tender lodged by a Tenderer that, in the Department's opinion, has engaged in any behaviour contrary to **clause 28.1** in relation to the RFP process. This right is in addition to any other remedies the Department may have under law or in any contractual arrangement with a successful Tenderer.

29. Acknowledgement and Disclaimer

29.1. The Tenderer acknowledges and agrees that:

- (a) by lodging a Tender it accepts the conditions set out in this RFP;
- (b) lodgement of their Tender on time and in accordance with these Terms and Conditions is entirely their responsibility;
- (c) the Department will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFP is not received on time, is corrupted or altered or otherwise not received as sent, cannot be read or decrypted, or has its security or integrity compromised;
- (d) the Department does not warrant that unauthorised access to information and data transmitted via the internet will not occur (Tenderers should take their own measures to protect information transmitted electronically);
- (e) under subsection 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information to the Commonwealth is a serious offence;
- (f) the Tenderer is deemed to have:
 - i. examined this RFP, any documents referred to in it, and any other information made available in writing by the Department to Tenderers for the purpose of tendering;
 - ii. examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
 - iii. satisfied itself as to the correctness and sufficiency of its Tender, including its tendered prices;
 - iv. obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in this RFP; and
 - v. examined the AusTender Terms of Use which are obtainable on AusTender; and
- (g) the Department may exclude any Tender which is made subject to any due

diligence or other investigation to be performed after a Tender is submitted.

29.2. All information (whether written, oral or in any other form) which has been and may subsequently be made available to the Tenderer is provided on the following conditions:

- (a) in deciding to lodge or not lodge a Tender, or in the interpretation of this RFP, the Tenderer does not rely on:
 - i. any representation (whether oral or in writing) other than as expressed in this RFP; or
 - ii. other conduct of the Department, or any of its officers, employees, advisers or agents;
- (b) any information contained in this RFP or otherwise provided by the Department may not be accurate and/or may change;
- (c) where any such information relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, expressed or implied, is made by the Department, or any of its officers, employees, agents or advisers that the statements contained in this RFP or otherwise provided by the Department will be achieved;
- (d) this RFP is designed to reflect and summarise information concerning Requirement only and is not a comprehensive description of it;
- (e) neither the delivery of this RFP nor any contractual arrangement made subsequent to this RFP will imply that there has been no material change since the date of this RFP or since the date as at which any information contained in this RFP is stated to be applicable;
- (f) except as required by law and only to the extent so required, the Department and its respective officers, employees, agents and advisers will not be liable to any person or body for any loss, damage, cost or expense arising from any information or representations, actual or implied, contained in or omitted from this RFP or other information provided by the Department, or by reason of any reliance by any person or body on any such information or representation; and
- (g) the Tenderer should seek its own professional advice as appropriate and should not construe this RFP or other information provided by the Department as investment, commercial, legal or tax advice.

29.3. The Tenderer is responsible for all costs and expenses related to the preparation and lodgement of their Tenders, any subsequent negotiations and any other action or response in relation to this RFP.

30. Department's Rights

30.1. Notwithstanding anything else contained in this RFP or limiting the Department's rights at law or otherwise, the Department may:

- (a) vary the terms of this RFP, or the structure, requirements or processes referred to in this RFP at any time;
- (b) vary the timing referred to in this RFP;

- (c) determine at any stage or stages after the Closing Time, short list(s) of Tenderers on any basis that the Department considers appropriate;
- (d) cease, suspend or vary the RFP process, or any part of it, where this is in the public interest or where this is required by law;
- (e) seek additional information from any Tenderer or third party at any time (including but not limited to from or in respect of a Tenderer's proposed subcontractors or agents);
- (f) provide additional information to all Tenderers at any time (and where the information is provided after the Closing Time, allow the submission of revised Tenders);
- (g) seek and/or contact any contacts or referees other than those proposed by Tenderers;
- (h) seek amended tenders or call for new tenders;
- (i) add to, alter, delete or exclude any part of the Requirement;
- (j) select and negotiate with one or more Tenderer(s) (including but not limited to parallel negotiations) and/or discontinue any of those negotiations at any time for any reason;
- (k) publish or disclose the names of successful tenderers or those who are shortlisted as a result of evaluations;
- (l) enter into a contract on terms different to those in the Draft Contract; and
- (m) allow or not allow a related entity to take over a Tender in substitution for the original Tenderer.

30.2. Without limiting the Department's other rights under this RFP or at law, if the Department concludes that the preferred Tenderer has retracted, or attempts to retract, undertakings under which material technical, commercial, financial, corporate, relationship management, legal or contractual issues were resolved during negotiations, the Department may choose to not proceed with that Tender and/or exercise another right given by this RFP.

30.3. The Department will not be liable or in any way responsible for any loss, cost, expense, claim or damage incurred by a Tenderer because the Department:

- (a) exercises or fails to exercise any of the Department's rights under this RFP; or
- (b) fails to inform a Tenderer of its exercise or non-exercise of those rights.

30.4. The Department may reject any Tender lodged by a Tenderer that is engaging or has engaged in any conduct that contravenes any laws or contravenes the Terms and Conditions as set out in this RFP.

30.5. Any request or invitation by the Department to negotiate all or any part of a Tender shall not be, nor be deemed to be, a representation by the Department that the Tenderer's Tender will be, or is likely to be, accepted.

31. Right to terminate

- 31.1. Without limiting the Department's rights under this RFP, at law or otherwise, the Department may, at its sole discretion suspend or terminate this RFP process at any time, without the requirement to give prior notice if:
- (a) the Department does not receive any Tenders in response to this RFP;
 - (b) the Department does not receive any Tenders in response to this RFP which meet the requirements outlined in the Statement of Requirement;
 - (c) after evaluating the Tenders received in response to this RFP the Department determines that entering into a contract with any Tenderer does not represent an effective, efficient, ethical and economical use of resources;
 - (d) in the opinion of the Department, it is unlikely that negotiations with any Tenderer will achieve a value for money outcome for the Commonwealth; or
 - (e) the Department determines it is not in the public interest to award a contract out of this RFP process.

32. Participation of Other Commonwealth Agencies in this RFP process

- 32.1. This **clause 32.1** applies where the RFP Details indicate that, at the time of issuing this RFP, the Department wishes or intends to facilitate other Commonwealth Agencies procuring the Requirement from a successful Tenderer in the future:
- (a) A successful Tenderer will be required to offer to provide the Requirement to other Commonwealth Agencies on substantially the same terms and conditions as it provides them to the Department (including price). Any Commonwealth Agency will be able to accept this offer by giving a notice to a successful Tenderer. This will create a separate agreement between the successful Tenderer and the Commonwealth Agency issuing the notice. Tenderers are referred to the Draft Contract for further details.
 - (b) The Department makes no warranty, representation or assurance that any or any number of Commonwealth Agencies, or any particular Commonwealth Agency, will accept the offer of a successful Tenderer to provide the Requirement to other Commonwealth Agencies.
 - (c) The Department will not undertake any evaluation on behalf of any other Commonwealth Agency during its evaluation of this RFP. Other Commonwealth Agencies will undertake their own evaluation if and when they wish to consider a successful Tenderer's offer to provide the Requirement to it.
- 32.2. This **clause 32.2** applies where the RFP Details indicate that one or more other Commonwealth Agencies intend to procure the Requirement from the successful Tenderer(s) as part of this RFP process:
- (a) The Statement of Requirement in **Attachment A** sets out details of the other Commonwealth Agencies that wish to procure the Requirement. This information is based upon the Department's understanding of the needs of those other Commonwealth Agencies as at the date of issue of this RFP, but **clause 29.2** applies to the provision of that information.
 - (b) The Evaluation Process in **Attachment D** sets out the involvement of the Department and other Commonwealth Agency or Agencies in the evaluation of

Tenders.

- (c) The Draft Contract in **Attachment E** sets out details of the contractual arrangements which will apply to any successful Tenderer(s).
- (d) References to 'the Department' in this RFP should be interpreted as also including a reference to the other Commonwealth Agencies that wish to procure the Requirement (unless the contrary intention appears).

33. Commonwealth Centralised Procurement

- 33.1. Without limiting **clause 30**, Tenderers should note that it is Commonwealth policy to develop a centralised procurement system for the delivery of certain goods and services to Commonwealth departments and agencies, where it can be established that the centralised procurement of those goods and services could deliver savings to the Commonwealth.
- 33.2. The process of identifying such goods and services is currently underway. It is therefore possible that the Commonwealth may approve the procurement of some or all of the same goods or services to the Commonwealth under a centralised process:
 - (a) before the Closing Time - in which case the Department reserves the right to discontinue this RFP process;
 - (b) after the Closing Time but before a contractual arrangement is entered into with the successful Tenderer - in which case the Department reserves the right to discontinue this RFP process and not to proceed to enter into any contractual arrangement as a result of the RFP; or
 - (c) during the period of any contract entered into as a result of this RFP - in which case the Department may exercise its rights under the relevant contractual arrangement (which include the right to terminate that arrangement for any reason by giving 30 days' notice to the successful Tenderer).

34. Applicable Law

- 34.1. The laws of the Australian Capital Territory apply to this RFP process.

35. Complaints

- 35.1. If Tenderers wish to lodge a formal complaint regarding this RFP process, the complaint is to be directed in writing to the Receiving Officer by email to procurement@homeaffairs.gov.au.
- 35.2. A Tenderer who makes a complaint is requested to clearly identify the issue of concern and to provide any supporting facts and evidence.
- 35.3. On the request of the Commonwealth, all Tenderers are to cooperate with the Commonwealth in the resolution of any complaint regarding this RFP process.

36. GP(JR) Act

- 36.1. This RFP process is a covered procurement for the purposes of the GP (JR) Act.
- 36.2. Information on any public interest certificate that may be issued under the GP(JR) Act in

relation to this RFP process will be available at: <https://www.homeaffairs.gov.au/help-and-support/how-to-engage-us/contracts-and-tenders>

37. Lobbying Code of Conduct

- 37.1. Tenderers must not engage in, or procure or encourage others to engage in, activity which would result in a breach of the Lobbying Code of Conduct (the "Lobbying Code") or the Australian Public Service Commission (APSC) Circular 2008/4, Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government. The Lobbying Code requires that Government Representatives shall not knowingly be a party to a lobbying activity where the Lobbyist is not registered on the Prime Minister and Cabinet's Register of Lobbyists.

38. Security, Probity and Other Checks

- 38.1. All contractors, consultants and service provider personnel who are determined to be ABF Workers are to undergo and obtain:
- (a) an Employment Suitability Clearance (ESC); and
 - (b) a Commonwealth Security Clearance (CSC) to the appropriate level,
- before accessing any premises or official or security classified material, or performing any services for the Department.
- 38.2. The average time for an ESC is four (4) weeks from the submission of all required information and a CSC is six (6) weeks from the submission of all required information. Gaining a higher level of clearance will require a longer timeframe.
- 38.3. Any personnel offered by the Tenderer to perform the Requirement, who are determined to be ABF Workers, are to be made available to the Department for the period of the contract (including any extensions), while such personnel remain employed by or contracted to the Tenderer.
- 38.4. The security vetting processes are conducted to ensure that an individual is both eligible and suitable to be granted, as well as maintain, a security clearance. A clearance is basically an inquiry into and corroboration of a person's background, character and civic values.
- 38.5. ESCs are processed internally by the Department's Employment Suitability Clearance Team which makes a decision whether to grant an ESC. The Australian Government Security Vetting Agency (AGSVA) processes CSCs and makes the decision whether to grant a CSC in accordance with the standards identified in the Australian Government Protective Security Policy Framework (PSPF). To comply with eligibility requirements of the PSPF, security clearance for access to security classified resources must not be provided to anyone who is not an Australian citizen.
- 38.6. The Department or any third party authorised by the Department, may perform probity and financial investigations and procedures as the Department determines are necessary in relation to any Tenderer, its employees, officers, partners, associates, subcontractors or related entities including partners and their officers, employees and subcontractors.

- 38.7. Tenderers should promptly provide the Department with such information or documentation that the Department requires in order to undertake such investigations. The Department may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the Department in this regard, or based on the outcomes of the investigations or procedures. In agreeing to supply relevant financial information or statements, the Tenderer also agrees that the information supplied represents a true and fair statement of the affairs of the Tenderer.
- 38.8. Once a person is determined to be an ABF Worker, the person will be required to comply with the *Australian Border Force Act 2015* (Cth), and any directions issued to the relevant ABF Workers.
- 38.9. Directions and policies issued pursuant to the *Australian Border Force Act 2015* (Cth) with which ABF Workers are required to comply at the date of this RFP can be viewed at <https://www.homeaffairs.gov.au/about/access-accountability/integrity>

39. Department's Information

- 39.1. 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:
- (a) confidential information concerning the affairs of the Department, the Commonwealth or a third party acquired or obtained from the department; or
 - (b) document, data or information provided by the Department in the course of the Tenderer preparing or amending a tender and which the Department indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
- 39.2. The Department's information in the possession of the Tenderer must be stored in accordance with the minimum standards for that type of information, as defined in the PSPF. By submitting a Tender, Tenderers agree to grant the Department the right for it, or its agent, to inspect premises to ensure compliance with storage requirements.
- 39.3. The Department may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers), and all copies of such information made by Tenderers, be:
- (a) 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
 - (b) 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.
- 39.4. The Department may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to this **clause 39**.



Australian Government

Department of Home Affairs

REQUEST FOR PROPOSAL FOR PROVISION OF SERVICES FOR THE DELIVERY AND ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE ASSESSMENT (CAPSTONE)

RFP: HOMEAFFAIRS/2051/RFP

ATTACHMENT A: STATEMENT OF REQUIREMENT

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PART 1 – OVERVIEW OF THE REQUIREMENT

SECTION 1: OVERVIEW OF CAPSTONE

1. BACKGROUND INFORMATION

On 20 December 2017, the Home Affairs Portfolio, including the Department of Home Affairs, was formally established.

The establishment of the Portfolio brings together Australia's federal law enforcement, national and transport security, criminal justice, emergency management, multicultural affairs and immigration and border-related functions and agencies, working together to keep Australia safe.

The Department of Home Affairs (Department) is inviting interested organisations to submit a detailed proposal to develop and deliver a new independent external Capstone assessment for candidates who wish to register as migration agents. Our goal is for the Capstone assessment to be in place by April 2021. Development and ongoing delivery of the Capstone assessment is expected to be from one legal entity under a contract with the Department.

The Capstone will be a holistic assessment encompassing a theoretical and practical test of the competency of a graduate of the Graduate Diploma in Australian Migration Law and Practice (Graduate Diploma). The Capstone assesses whether a candidate meets the Occupational Competency Standards (OCS) for qualification as a Registered Migration Agent (RMA). The Graduate Diploma is currently offered by six Australian universities. From 2021, only five of the universities will be taking on new students.

The Capstone assessment was implemented in 2018 following a recommendation of the Independent Review of the Office of the Migration Agents Registration Authority (the Review). Recommendation 16 of the Review provided for the development of a stand-alone Capstone assessment de-linked from the prescribed course or any of the universities offering the prescribed course. The Capstone assessment is specified as a prescribed exam in a legislative instrument.

Agent numbers

- a) At present, there are close to 7000 Australian registered migration agents. Approximately one-third are lawyers who, as the holders of Australian legal practicing certificates, are already recognised as having the required competencies and therefore do not and will not need to complete the Capstone assessment.
- b) Legislation which removes the requirement for unrestricted legal practicing certificate holders who give immigration assistance to register with the Office of the Migration Agents Registration Authority (OMARA), received the Royal Assent on 22 June 2020. This legislation will commence no later than 22 March 2021 (nine months after the Royal Assent).
- c) The numbers of individuals who have undertaken the Capstone assessment since its inception in July 2018 are as follows:
 1. Intake 1, 2018: 14*
 2. Intake 2, 2018: 21*
 3. Intake 1, 2019: 96
 4. Intake 2, 2019: 66
 5. Intake 3, 2019: 76
 6. Intake 4, 2019: 88
 7. Intake 1, 2020: 88
 8. Intake 2, 2020: 94
 9. Intake 3, 2020: 209

*Capstone intakes conducted before the first students completed the Graduate Diploma course.

- d) The candidates will be located in all parts of Australia with the majority likely to be in New South Wales and Victoria. A small number may be located overseas.

2. THE REQUIREMENT

2.1 Overview of the Requirement

- (a) The Department seeks to engage suitably qualified individuals or organisations for the provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (**Capstone**) for qualification of registered migration agent applicants.
- (b) The Capstone assessment is an independent and nationally consistent competency-based assessment that applicants for registration as a migration agent need to pass. Apart from a small number of previously registered migration agents who wish to return to the profession, or who need to pass the Capstone as a condition of lifting a suspension on their registration, most candidates will be students who have successfully completed the prescribed course and been awarded the Graduate Diploma in Migration Law and Practice (or Masters).
- (c) The successful service provider for the Capstone assessment is expected to address, as a minimum, the following requirements and services:
1. Develop and deliver an assessment that:
 - a. tests all nine of the OCS for registered migration agents; and
 - b. includes a number of different testing methods.
 2. Provide access and delivery of an online assessment to meet demand as required. The online assessment platform should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR).
 3. Implement suitable governance arrangements for delivery of the online assessment to ensure integrity, validity and reliable delivery of the assessment is maintained.
 4. If the Respondent is proposing to deliver any part of the Capstone as a face to face assessment, they must provide additional methodology to deliver the assessment in prescribed locations, if required. (Respondents are to propose suitable locations for consideration. Final locations are to be determined and agreed with the successful respondent and the OMARA).
 5. Ensure that each round of assessment is different from the previous assessment to mitigate the risk of unauthorised collaboration on assessments.
 6. Provide relevant information to the public regarding the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations.
 7. Advise the candidate of their individual results at the end of each assessment;
 8. Provide advice to OMARA by direct electronic transmission of the candidates who pass the Capstone (direct submission to OMARA);
 9. Provide an online Digital Platform/Portal for use by the assessment candidates that provides identity proofing and authentication, queries management, and access to online assessment tools. The Digital Platform/Portal should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0. (Refer to section 2.19 of this SOR); and
 10. The service provider upon request by the Department, must provide the necessary access or record of assessment material to allow for audit of selected candidate assessments

2.2 Highly Desirable Requirements

- (a) The following requirements are considered to be highly desirable in the Commonwealth's evaluation of the preferred Tenderer:
1. Demonstrated Experience, Capacity and Capability to deliver the Capstone Assessment at the AQF8 level or higher.

2. Extensive professional experience in education and assessment at the Australian Qualifications framework level 8. Extensive professional experience in the migration advice industry, including exam developers and assessors with relevant professional experience.

2.3 Nature and Scope of the Requirement

- (a) The successful Tenderer(s) will be required to meet the following requirements:

2.3.1 Mandatory Conditions for participation

- (a) The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation:

De-linked Assessment

1. The tenderer must ensure that they will not operate the Capstone Assessment as an integrated component of a Prescribed Migration Agents Course at their institution.
2. Where a tenderer is proposing to provide both the Capstone Assessment and a Prescribed Migration Agents Course at their institution, they must be able to demonstrate that their administration and delivery of the Capstone Assessment are not in any way connected to, and are therefore completely separate from, their delivery of the Prescribed Migration Agents Course.

2.4 Contract Performance

In performance of the required Services, the Contractor must achieve the objectives set out below:

1. Integrity measures
 - a) Develop and maintain processes and procedures to ensure the integrity of assessment results.
 - b) Update test content after each delivery to minimise potential for prior knowledge of test material.
 - c) Ensure adequate measures are in place to verify candidate identity and minimise the risk of identity substitution.
 - d) Provide standardised training and/or ongoing certification of all test markers to ensure proficiency and consistency.
 - e) Secure storage and control of assessment material, including candidates' private information, preventing unauthorised access.
 - f) Maintain records of previously conducted assessments for audit purposes/integrity checks and for sharing samples with the universities who deliver the prescribed course.
2. Administration
 - a) Electronic transmission of results directly to the OMARA.
 - b) Sufficient availability of the Capstone assessment to preclude any unreasonable delay.
 - c) Provide sufficient personnel to ensure that the Capstone is delivered in a timely manner.
 - d) Availability of public information about performance expectations, marking criteria and sample papers and expected level of response.
 - e) Suitable governance arrangements to ensure reliable delivery, validity of results, authenticity of content and transparency and accountability of marking.
 - f) Suitable industry engagement arrangements
 - g) Suitable complaints handling process in place.

3. Assessment results

- a) Candidates to be provided with explanations in areas where they failed to meet the required competency standard(s) by way of written formal post-assessment feedback.
- b) Ongoing monitoring of short and long-term performance trends and the capacity to investigate unusual patterns and changes and provide feedback to the Department.
- c) Test results to be valid and available for verification for a period of at least three years.
- d) Marking and moderation procedures to ensure consistency of results.

4. Reporting

- a) Report at agreed intervals to OMARA to incorporate at least the following:
 - i. Details of each completed delivery of the assessment including dates, locations and the numbers of candidates who attempted the assessment. The following (de-identified) candidate details are required for each:
 - a. marks achieved in the Capstone by each candidate (pass and fail), broken down by:
 - date the Capstone was passed
 - assessment component (e.g. oral assessment, written assessment and each or any part therein).
 - qualification completed (Graduate Certificate; Graduate Diploma)
 - university where qualification was completed
 - date qualification was completed
 - b. details of any findings of academic misconduct, and
 - c. Marked assessments for audit purposes (on request by the Department).
 - ii. The identities of candidates who passed the assessment including:
 - name
 - date of birth
 - student number
 - date Capstone was passed
 - qualification completed (Graduate Certificate; Graduate Diploma)
 - university where qualification was completed
 - date qualification was completed.
 - iii. The number of candidates awaiting assessment, including re-testing.
 - iv. The length of time (i.e. calendar days) these candidates have been waiting to be assessed since registering with your organisation.
 - v. The frequency and locations in which the assessments are currently being offered.

2.5 Business Requirements

- (a) Provision of an online Digital Platform/Portal for use by the assessment candidates that provides identity proofing and authentication, queries management, and access to online assessment tools; and
- (b) Provision of standard executive dashboard in the online Portal, this portal must be made available to OMARA Team executives with the following capabilities:

- i. Provide access to reports to include the details listed in section 2.4, item 4 of the SOR, to include:
 - a) Details of each completed delivery of the assessment including:
 - b) Dates, locations and the numbers of candidates who attempted the assessment
 - c) The identities of candidates who passed the assessment.
 - d) The number of candidates who passed and failed the assessment and the universities where they completed the Graduate Diploma or Certificate qualification.
 - e) The number of candidates awaiting assessment, including re-testing.
 - f) The length of time (i.e. calendar days) these candidates have been waiting to be assessed since registering with your organisation; and
 - g) The frequency and locations in which the assessments are currently being offered.

2.6 Required Skills

- (a) The Department is seeking to engage with Providers who have demonstrated experience and capability to provide the required services to deliver and administer the Capstone Assessment to the specified level of qualification.
- (b) Extensive professional experience in education and assessment at the Australian Qualifications Framework level 8
- (c) Extensive professional experience in the migration advice industry

2.7 Deliverables

- (a) As in 2.1 above:
 - 1. Develop and administer an assessment that includes a number of different testing methods.
 - 2. Implement suitable governance arrangements to ensure the integrity, validity and reliable delivery of the assessment.
 - 3. Deliver the assessment at appropriate intervals and online to meet demand.
 - 4. Ensure that the assessment is updated and revised for each delivery round.
 - 5. Provide comprehensive public information about the nature and structure of the Capstone, including sample assessments, marking criteria and performance expectations.
 - 6. Advise the candidate of their individual results at the end of each assessment; and
 - 7. Advise OMARA by direct electronic transmission of the candidates who pass the Capstone (direct submission to OMARA).

2.8 Timeframes

- (a) It is proposed that the successful Tenderer will be engaged to provide the Requirement in accordance with the following timetable:

Commence delivery of first Capstone assessment by April 2021.

2.9 Training

- (a) Not applicable.

2.10 Meetings

- (a) During the Term of the Contract, the Department will meet with the successful Tenderer as required, to review and discuss items such as performance, reports, invoicing, disputes, security requirements, integrity and anti-corruption measures, compliance with WHS, non-compliances and relevant industry and technology developments.
- (b) The successful Tenderer will be responsible for keeping minutes of such meetings and distributing copies to attendees.

- (c) Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention.

2.11 Reporting Requirements

- (a) During the Term of the Contract and as part of the administrative process, the successful Tenderer will be required to provide written reports as per section 2.4 item 4.

2.12 Performance Measurement

- (a) The ability of the Department and the vendor to easily and reliably measure performance is vital to the successful delivery of Services. Performance management under the contract that is developed will be an established practice to measure, analyse and manage performance to manage risk, monitor costs, identify quality and performance gaps, drive improvement, achieve contract outcomes and ensure a robust relationship between the vendor and the Department.
- (b) On establishing the contract the Department and vendor will work collaboratively to establish a performance management framework. This process will allow the Department and vendor to identify, in a collaborative environment, the measurements for success in the delivery of the Services. The performance management framework will focus on the following four key components of the delivery of the goods and / or services:
 - 1. Quality
 - 2. Risk
 - 3. Cost (of assessment to the candidate)
 - 4. Relationship
- (c) Vendors and the Department will be required to identify key performance indicators (KPIs) during the establishment of the contract. The KPIs will outline the measurements of success in relation to quality, risk, cost and relationship. An agreed method of reporting on KPIs and how KPI data will be managed will also be established during the establishment of the performance management framework.
- (d) The Department and OMARA reserve the right to request and perform an audit of a selected candidate assessment.
 - 1. Key Performance Indicators (KPIs) of the Contract will include:
 - a) To be determined in consultation with the preferred Tenderer.
- (e) Failure to achieve a KPI is expected to trigger remedies against the Contractor as detailed in the Draft Contract.

2.13 Additional Services

- (a) The Department may, from time to time during the Term of the Contract, require additional Services related to the Requirement which may include, but are not limited to:
 - 1. Additional quantities or frequency of good and/or Services;
 - 2. Professional advice or consultation on topics related to the Requirement.

2.14 Planning and Program Implementation

- (a) The Service Provider(s) must perform the Services in an efficient manner in accordance with the following requirements:
 - 1. must provide all relevant plans within the specified timeframes outlined in this Statement of Requirement
 - 2. must ensure all Plans include:
 - i. specific requirements where appropriate; and
 - ii. overarching management principles.
- (b) The Service Provider(s) must develop the following plans and documents for approval by the Department and comply with those plans and documents once they have been approved:

1. Contract Transition-In Plan;
2. Contract Transition-Out Plan;
3. Risk Management and Fraud Control Plan; and
4. Work Health and Safety Plan.

2.15 Security Requirements

- (a) Security Requirements include:
- (b) The successful Tenderer is required to comply with security requirements as set out in the:
1. Australian Government Protective Security Policy Framework as amended from time to time; and
 2. security procedures, policies and requirements as notified by the Commonwealth from time to time.
- (c) Tenderers are referred to the Draft Contract for further information.

2.16 Licensing and Ownership of Intellectual Property

- (a) The Requirement is to be provided in compliance with the following:
1. All material provided by the Department for the purposes of providing the Services remains the property of the Department and must be returned on expiration or earlier termination of the Contract. The Department will grant to the Service Provider a royalty-free, non-exclusive licence to use, reproduce and adapt this material for the sole purpose of providing the Services and the Deliverables under the Contract.
 2. The Department does not require ownership of the newly developed or created IP. The Service Provider can own the IP.
 3. The Department will require a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use the newly developed or created IP only to the extent necessary in order to allow the Department to receive the full benefit of the Services and the Deliverables under the Contract.
 4. All pre-existing IP remains unaffected, but any pre-existing IP incorporated into IP that is created under the Contract will be licensed to the Department in the same terms as provided for the newly developed and created IP.

2.17 Compliance with other Commonwealth Policies

- (a) The Requirement is to be provided in compliance with the following:

Policy	Administered by	Issues to consider
Workplace Gender Equality	Workplace Gender Equality Agency	The Workplace Gender Equality Procurement principles must be considered for Australian Government procurement contracts valued at or above \$80k. All relevant employers (employers with 100 or more employees in Australia) must be able to demonstrate they are compliant with the <i>Workplace Gender Equality Act 2012</i>, by supplying a letter of compliance either: • with their submission to an approach to market; or • before entering into a contract with an Australian Government agency.

Policy	Administered by	Issues to consider
		A Letter of Compliance can be obtained through the Workplace Gender Equality Agency.
Records Issues for Outsourcing		Policy needs to be considered if the successful Tenderer will be managing Commonwealth records on behalf of the Department.
Web Content Accessibility Guidelines version 2.0 (WCAG 2.0)	AGIMO	This policy applies to procurements for web or web-related goods or services, including but not limited to: • web applications; • software as a service; • cloud solutions; • use of online social media services, tools or widgets; and • any situation where a good or a service, including the provision of government information, is provided through an online mechanism or rendered through web technologies. Consider including the clause below in the Statement of Work.

2.18 Web Content Accessibility Guidelines Version 2.0

- (a) Having regard to the Web Accessibility National Transition Strategy (NTS), the Australian Government is committed to improved web accessibility. The Web Accessibility NTS:
1. promotes improved web services, including but not limited to: websites, web content, and web applications used for the dissemination of information and/or the delivery of government services and the design, development, maintenance or upgrade of these;
 2. details the key milestones, scope and implementation plan for the Department's transition of its online information and services, for conformance with the Web Content Accessibility Guidelines (WCAG) version 2.0, developed by the World Wide Web Consortium (W3C); and
 3. encourages a more accessible and usable web environment that will more fully engage with, and allow participation by, more people within our society.
- (b) Information regarding the Web Accessibility NTS and the implementation of WCAG 2.0, and policies relating to accessibility are available on the Finance website (<http://www.finance.gov.au/publications/wcag-2-implementation/index.html>) and the Australian Government Web Guide (<http://webguide.gov.au/accessibility-usability/accessibility/>).
- (c) The Requirement should comply with the Web Accessibility NTS, and all products, services and outputs should conform to WCAG 2.0 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.0 Quick Reference (<http://www.w3.org/WAI/WCAG20/quickref/>)).

2.19 Records Management

- (a) Without limiting or reducing the Service Provider(s)'s obligations under the Contract, the Service Provider(s) must:

1. create, maintain, store securely and transfer records to the Department in accordance with the Archives Act 1983 (Cth) and the Australian and International Standard for Records Management, AS ISO 15489
2. ensure privacy is maintained in accordance the Privacy Act 1988 and the Australian Privacy Principles
3. produce timely, legible, accurate and comprehensive records of all Services
4. transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department
5. ensure records are safeguarded from unauthorised access or use
6. ensure all hand written records are transferred into an electronic record in the Service Provider(s) relevant information technology system
7. ensure all electronic records have been effectively backed up on a daily basis
8. ensure that no data, record or report is inappropriately accessed, removed, lost, corrupted or misplaced.

2.20 Ozone Depleting Substances and Hazardous Substances

- (a) The Commonwealth wishes to be informed about ozone depleting substances and hazardous substances that may be used in undertaking the Requirement or contained in goods supplied as part of the Requirement.
- (b) Tenderers should state whether or not any ozone depleting or hazardous substance may be used in undertaking the Requirement, or contained in any goods supplied as part of the Requirement and set out full details of each ozone depleting or hazardous substance concerned in the Tenderer's Response.

2.21 Environmental Impact

- (a) The Commonwealth wishes to be informed of any claims made by Tenderers about the benefit to the environment of the Requirement that is offered by them.
- (b) Tenderers may state in their response the particular part of the production process or characteristic of any part of the Requirement offered by them that they claim is environmentally beneficial.
- (c) Tenderers should substantiate their claims and state how their claims take into account the provisions of any applicable legislation and government policies that relate to the environment.

2.22 Business Quality Assurance

- (a) The Tenderers must, at a minimum, have a documented quality management system in place that demonstrates capacity to systematically plan and manage the quality of work.
- (b) It is a highly desirable requirement for the Tenderers to have, and provide evidence of a certified quality management system to AS/NZS ISO 9001:2008 or equivalent by a certifying body registered with the Joint Accreditation System – Australia and New Zealand or an equivalent body.
- (c) Tenderers must provide, with their Response, any supporting documentary evidence such as their quality assurance certificate, manual and/or procedures.

2.23 Contract Transition-In Plan

- (a) The Tenderer is required to provide with its Tender, a draft Transition-In Plan.
- (b) The Tenderer should note that the Contract will be required to provide a final Transition-In Plan version incorporating any changes requested by the Department, at the time of Contract Execution.
- (c) The Transition-in Plan must, at a minimum, describe all the tasks and activities, (including outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirement) to ensure that the Contractor can effectively perform the services in accordance with the Contract within one calendar month of the Commencement Date, including:

1. staffing arrangements;
 2. records and information management;
 3. asset management; and
 4. communications and stakeholder engagement
- (d) The Contractor will be required to describe how they will transition all services, which may include transitioning services from the incumbent Contractor, including:
1. the proposed transition team, including names, roles, experience and percentage of their time allocated to transition and the intended dates of their withdrawal;
 2. a comprehensive personnel transition strategy;
 3. process mapping;
 4. collection and migration of data; and
 5. establishment of systems, if applicable, and links to existing systems.
- (e) The Contractor must include in the Transition-in Plan:
1. appropriate milestones for the acceptance of and timeframes for performing the Transition-in activities and tasks, which if there is more than one Tenderer must include a milestone date for the approval of the operating model(s) required in accordance with the Statement of Requirement;
 2. milestones for the acceptance of all plans required in accordance with the Contract;
 3. details of the acceptance criteria for each of the milestones in accordance with the requirements of the Contract;
 4. details of the responsibilities of the parties during the Transition-in period;
 5. details of how the Contractor will establish capacity to deliver the services;
 6. details of how the Contractor will establish robust managerial and administrative arrangements to deliver the services, which comply with the Statement of Requirement;
 7. details of how the Contractor will engage sufficient and adequately skilled personnel to perform the services;
 8. details of how the Contractor will establish and maintain appropriate security processes and practices to protect Commonwealth information, in accordance with the Contract (including applicable privacy and records management requirements); and
 9. Details of how the Contractor will work cooperatively with the incumbent service provider to transition existing services, including undertaking audits and stocktakes of existing assets and property.

2.24 Contract Transition-out

- (a) The Contractor is required to provide the Department with a Transition-out Plan for approval by the Department, in accordance with the following:
1. a draft plan within six (6) months of the Commencement Date;
 2. an updated version incorporating any changes requested by the Department within ten (10) business days of the request;
 3. an update annually on the anniversary of the Commencement Date;
 4. if a Termination Notice is issued under the Contract, within one (1) month of the date on which that notice is given; and
 5. if no Termination Notice issued under the Contract, at least six (6) months before the Contract expires.
- (b) The Contract Transition-out Plan must, at a minimum, describe:
1. how the Contractor will effectively and efficiently disengage from the services upon expiry or termination of the Contract by the end of the Term, or such other date agreed by the Department;
 2. detail all the tasks and activities that will be undertaken to disengage, including:

- i. staffing arrangements;
 - ii. records and information management;
 - iii. asset management; and
- (c) communications and stakeholder engagement activities. The Contractor must include details in its Transition-out Plan which describes:
 1. their ability to work with the Department and other Contractors in collaboration, ensuring service continuity if there is a transfer of services to the Department or another contractor;
 2. how they will ensure all services commenced under the Contract are completed in accordance with the Contract, or are appropriately transferred to the Department, or another contractor (as required by the Department);
 3. how they will meet all other transition-out requirements as notified by the Department;
 4. appropriate milestones for accepting of, and timeframes for performing, the Contract transition-out activities and tasks; and
 5. their responsibilities during the Contract transition-out period.

2.25 Contract Relationship Management

- (a) Tenderers must outline in their Tender Response how they would:
 1. implement and manage its internal governance arrangements to foster cooperation and a professional working relationship with the Department and other Service Providers including providers of the Graduate Diploma in Migration Law and Practice.
 2. develop and implement its own governance arrangements for effective contract and relationship management to ensure service delivery is accountable, consistent and in coordination with the Department.
 3. be responsive to requests from the Department, including changes in delivery to Services and requests for reporting.
- (b) The Service Provider(s) must ensure that the Key Positions are occupied at all times to achieve a strong and effective partnership and facilitate effective Service delivery and contract management.
- (c) The Tenderers must indicate in their Tender Response the key resources that will be allocated to managing contractors.
- (d) The Service Provider must advise of change of key employees within five (5) working days.

2.26 Business Continuity

- (a) The Contractor is required to provide the Department with a Business Continuity Plan for approval as follows:
 1. a draft at the Commencement Date of the Contract;
 2. a final version incorporating any changes requested by the Department within 30 business days of the Commencement Date; and
 3. an update annually on the anniversary of the Commencement Date.
- (b) The Business Continuity Plan should address the following:
 1. Describe the strategies and actions to ensure continuity of the services when normal operations are disrupted or circumstances exist that may threaten the operation of the goods and/or services;
 2. Align with recognised standards for business continuity including:
 - a. ISO 22301:2012 Societal Security Business Continuity Management Systems requirements
 - b. ISO 5050:2010 Business Continuity Managing Disrupted Related Risk or equivalent

- c. Be consistent with and reflect the approved Risk Management and Fraud Control Plan;
- d. Include criteria for identifying and managing business continuity risks, including descriptions of likelihood and consequence criteria, and appropriate risk management criteria
- e. Describe how business continuity issues will be reported internally and to the Department; and
- f. Describe the threshold for escalation and management of business continuity issues.

2.27 Work Health and Safety Plan

- (a) The Contractor is required to provide the Department with a Work Health and Safety (WHS) Plan for approval as follows:
 1. a draft at the Commencement Date of the Contract;
 2. a final version incorporating any changes requested by the Department within 30 business days of the Commencement Date; and
 3. an update annually on the anniversary of the Commencement Date.
- (b) The WHS Plan should, at a minimum, address the following:
 1. Describe how the Contractor will comply with its WHS obligations under the Contract and applicable legislation and any current industry standards and practice, including the Work Health and Safety Act 2011 (Cth));
 2. Identify, prevent and manage the risk of work health and safety issues for Contractor staff in the performance of the services;
 3. Be consistent with AS/NZS 4801:2001 – Occupational Health and Safety Management System; and
 4. Include policies and procedures relating to:
 - i. Hazard control;
 - ii. Infection control, where appropriate;
 - iii. Occupational hygiene;
 - iv. Safety and security of persons working at a facility;
 - v. WHS training requirements for Contractor's personnel working onsite at a facility;
 - vi. Emergency and disaster management procedures where relevant to risk; and
 - vii. Contractor's personnel support including Post-Incident Management and debrief activities.
 5. The Contractor must;
 - i. regularly review and update the WHS Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updated plan to the Department for approval; and
 - ii. comply with the WHS Plan.

2.28 Risk Management and Fraud Control Plan

- (a) The Contractor must provide and manage the Risk Management and Fraud Control Plan in order to manage risks effectively, and take a systematic and stringent approach to the prevention and detection of fraud to achieve outcomes.
- (b) Effective risk management requires the Contractor and the Department to understand the nature of the risks and to systematically identify, assess, treat, monitor and review those risks. The Contractor must ensure that risk and fraud identification, assessment, and prevention are embedded into processes at all levels.

- (c) The Contractor is required to provide the Department with a Risk Management and Fraud Control Plan for approval in accordance with the following:
1. a draft by the Commencement Date;
 2. a final version incorporating any changes requested by the Department within the date specified in the Transition-in Plan; and
 3. an update annually on the anniversary of the Commencement Date, or as requested by the Department.
- (d) The Risk Management and Fraud Control Plan must be consistent with the Department's Risk Management strategies and the Commonwealth Fraud Control Guidelines, and must, at a minimum, describe:
1. how the Contractor will identify, seek to prevent and manage risks in relation to the services
 2. the level of conformance to recognised standards for risk management (AS/NZS ISO 21000:2009);
 3. criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria;
 4. how risks will be categorised and appropriate risk treatment strategies applied;
 5. how risks will be reported internally and to the Department;
 6. the thresholds for escalation and management of risks;
 7. how the Contractor will identify, prevent and manage risk of fraud in the performance of the services; and
 8. how any instances of fraud or suspected fraud will be reported internally and to the Department.
- (e) The Contractor must:
1. incorporate or otherwise address any comments or feedback on the Risk Management and Fraud Control Plan;
 2. comply with and implement the approved Risk Management and Fraud Control Plan during the term of the Contract;
 3. perform its obligations under the Contract in a manner that facilitates identification, control, management and mitigation of the risks in connection with the Contract, whether or not a risk is identified in the approved Risk Management and Fraud Control Plan;
 4. provide the Department with information and documents in relation to the Risk Management and Fraud Control Plan promptly on request by the Department;
 5. promptly report to the Department on the status of the Risk Management and Fraud Control Plan, and any significant new or changed risks; and
 6. regularly update and submit for approval the Risk Management and Fraud Control Plan throughout the term of the Contract as and when necessary, to ensure the plan identifies current risks and appropriate prevention or mitigation strategies at all times.

2.29 Communications Plan

- (a) Not applicable.



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR PROPOSAL (RFP)
FOR
PROVISION OF SERVICES FOR THE DELIVERY AND
ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE
ASSESSMENT (CAPSTONE)

HOMEAFFAIRS/2051/RFP

ATTACHMENT B: TENDER RESPONSE FORM

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PART 1 - INTRODUCTION

1. Format for Tenders

- 1.1. Tenderers are required to complete and provide, as part of their Tender:
 - (a) the Tender Cover Sheet in **Part 2** of this Attachment B to the RFP;
 - (b) a scanned copy (in PDF or other format approved by the Contact Officer) of an original completed and executed Tenderer's Deed of Undertaking, statutory declaration substantially in the form of **Part 3** of this **Attachment B** to the RFP;
 - (c) the completed Tender Response Tables in **Part 4** of this **Attachment B** to the RFP; and
 - (d) the completed Pricing Schedule at **Attachment C** of the RFP.
- 1.2. the Department will accept Tenders lodged in Microsoft Word 2010 (or later version), Microsoft Excel 2010 (or later version), Portable Document Format, or another format as agreed in writing by the Contact Officer.
- 1.3. Tenderers should note that each requirement in each part of this Attachment B may not be of equal importance or weight. However, Tenderers should address each requirement completely.

2. Questions and Answers

- 2.1 Any enquiries regarding this **Attachment B** or the RFP in general should be directed to the Contact Officer in accordance with the provisions outlined in the RFP.

PART 2 - TENDER COVER SHEET

Tenders **should** include a completed Tender cover sheet substantially in the following form:

REQUEST FOR PROPOSAL FOR PROVISION OF SERVICES FOR THE DELIVERY AND
ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE ASSESSMENT (CAPSTONE)

REQUEST FOR PROPOSAL NUMBER: RFP HOMEAFFAIRS/2051/RFP

TENDER CLOSING TIME: 2.00pm (local Canberra time), *[Insert date]*.

Full Legal Name of Tenderer:	
Trading or business name:	
Name of Contact Person:	
Position:	
Telephone:	
Facsimile:	
Email:	
Postal Address:	

PART 3 – TENDERER'S DECLARATION

Form 1 – Deed of Undertaking

Tenders **must** include a completed and signed Deed of Undertaking substantially in the following form:

DEED POLL

Date: <insert date>

By: <insert full legal name of Tenderer> (Tenderer)

- (a) This deed is provided in connection with the Request for Proposal [Tenderer to insert tender number here] (RFP), issued by the Department for the provision of the Requirement.
- (b) In this deed, terms not otherwise defined have the meaning ascribed to them in the RFP.
- (c) The Tenderer declares that this deed is for the benefit of the Commonwealth as represented by the Department of Home Affairs ABN 33 380 054 835 (Department).
- (d) The Tenderer:
 - (a) offers to supply the Requirement at the prices contained in its Tender;
 - (b) agrees to participate in the RFP process in accordance with the RFP; and
 - (c) declares that all information in its Tender is true and correct in every respect.
- (e) The Tenderer warrants that:
 - (a) it will not, in negotiating the terms of any contractual arrangement with the Department, depart from the information it has provided or statements or claims it has made in its Tender;
 - (b) if successful, at the time of signing any contractual arrangement, it will not have any judicial decision against it (excluding decisions under appeal) relating to employee entitlements that have not been paid;
 - (c) other than as disclosed in its Tender, at the time of lodging this Tender, it does not have any known actual or potential conflict of interest in respect of the RFP, its Tender or the provision of the Requirement;
 - (d) does not, and will not in the provision of the Requirement, engage Illegal Workers;
 - (e) neither it, or any proposed subcontractors or agents are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth); and
 - (f) that during the Tender Validity Period, the Tenderer will notify the Department in writing of any changes to information contained in its Tender immediately upon becoming aware of that change.
- (f) The Tenderer is compliant with all paragraphs of the RFP and all clauses of the Draft Contract except as specified in the Compliance Statement that forms part of its Tender to the RFP.

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- (g) The Tenderer represents that:
- (a) this Tender has been compiled without the improper assistance of any Commonwealth employee and without the use of information obtained unlawfully or in breach of an obligation of confidentiality;
 - (b) it has not attempted to solicit information from or influence improperly any officer, employee or agent of the Department, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFP process; and
 - (c) it has not engaged in any collusive tendering, 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 Tender or the RFP process.
- (h) The Tenderer makes the following further representations to the Department:
- (a) it has examined the RFP, the Draft Contract, all documents referred to in the RFP and all other information made available to it and all applicable legislation and policies;
 - (b) it has read and considered all addenda in preparing its Tender;
 - (c) it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
 - (d) it has satisfied itself as to the correctness and sufficiency of its Tender; and
 - (e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in the RFP or in notices received by it.
- (i) The Tenderer acknowledges that the Department has received this Tender in reliance on this Declaration. The Tenderer acknowledges that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive.
- Consents**
- (j) The Tenderer:
- (a) consents to and authorises the Department to undertake such security, probity and/or financial investigations as the Department may determine are necessary in relation to the Tenderer, its partners, associates, subcontractors or related entities, and their officers or employees;
 - (b) agrees to provide, at its cost, all such reasonable assistance to the Department in this regard; and
 - (c) agrees to the public disclosure of the name and details of any subcontracts and any subcontractors and acknowledges responsibility to obtain the subcontractor's agreement to the disclosure of this information.
- Other Laws**
- (k) The Tenderer represents that, to the best of its knowledge after having made proper enquiry, it has complied with, and will continue to comply with:
- (a) any obligations applicable to the Tenderer contained in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth); and

- (b) all other relevant Laws in preparing and lodging its Tender and taking part in the RFP process.

Survival

- (l) This deed survives the termination or expiry of the RFP process.

Governing Law

- (m) This deed is subject to and is to be construed in accordance with the Laws in force in the Australian Capital Territory.
- (n) The courts of the Australia Capital Territory will have non-exclusive jurisdiction to decide any matter arising out of this deed.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Execution by a company incorporated in Australia

The following execution block should be used by a Tenderer that is a company incorporated in Australia.

Executed by [Name of company] in accordance
with section 127 of the *Corporations Act 2001*
(Cth)

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Execution by an attorney

Where the Deed of Undertaking is executed by an attorney under a power of attorney on behalf of a company incorporated in Australia, the Tenderer should submit with its executed Deed of Undertaking a copy of the relevant power of attorney. Powers of attorney must be in the form of a deed executed in accordance with section 127 of the *Corporations Act 2001* (Cth).

Signed sealed and delivered by [company name]
by its attorney under power of attorney
[dated [date of power of attorney] registered
number [registered number] book number [book
number], who warrants that, as at the date of this
deed, they have had no notice of revocation of the
power of attorney

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Signature of attorney	Signature of witness				
Name of attorney (print)	Name of witness (print)				
Execution by a company not incorporated in Australia Where this Deed of Undertaking is completed by a company not incorporated in Australia, the company should: (a) if registered in Australia, include the company's ABN or ARBN (or if not registered in Australia, include any equivalent registration number in its jurisdiction of incorporation, in the place of the ABN or ARBN); (b) use an appropriate execution block (such as the example block provided below); (c) state the company's jurisdiction of incorporation; (d) execute this deed in accordance with the relevant requirements of the jurisdiction of its incorporation; and (e) on request from the Department, and at the expense of the Tenderer, provide a legal opinion from: (1) a legal practitioner registered to practise in the relevant jurisdiction confirming that the deed has been executed in accordance with the relevant requirements of the jurisdiction in which it has been executed, and is valid and legally binding on the relevant company; and (2) a legal practitioner registered to practise in Australia, confirming that the deed is enforceable in the Australian Capital Territory. The legal opinion should also confirm that the relevant company has validly and irrevocably appointed an Australian based law firm as its agent for acceptance of service of proceedings by the Department for breach of the Deed of Undertaking.					
Signed sealed and delivered by [foreign corporation company name] in the presence of <table style="width: 100%;"><tr><td style="width: 50%; height: 40px; vertical-align: bottom;">Signature of witness</td><td style="width: 50%; height: 40px; vertical-align: bottom;">Signature of authorised signatory</td></tr><tr><td style="height: 40px; vertical-align: bottom;">Name of witness (print)</td><td style="height: 40px; vertical-align: bottom;">Name of authorised signatory (print)</td></tr></table>		Signature of witness	Signature of authorised signatory	Name of witness (print)	Name of authorised signatory (print)
Signature of witness	Signature of authorised signatory				
Name of witness (print)	Name of authorised signatory (print)				
Execution by an entity other than a company The following execution block is should be used by a Tenderer that is not a company. Signed sealed and delivered by and on behalf of [insert name] by a duly authorised representative					

Signature of authorised signatory	Signature of witness
Name of authorised signatory (print)	Name of witness (print)

Form 2 – Statutory Declaration

Tenders **must include** a completed statutory declaration substantially in the following form:

COMMONWEALTH OF AUSTRALIA

STATUTORY DECLARATION
Statutory Declarations Act 1959

I, **[Name, address and occupation of person making the declaration]** make the following declaration under the *Statutory Declarations Act 1959*:

(o) This declaration (Declaration) relates to the Request for Proposal **[Tenderer to insert tender number here]** (RFP), issued by the Department for the provision of the Requirement. In this Declaration, terms not otherwise defined have the meaning ascribed to them in the RFP.

(p) I am the **[relationship to Tenderer, eg “managing director”]** of **[insert name and ABN/ACN of Tenderer]** (Tenderer) and have been authorised by the Tenderer to make the statements in this statutory declaration personally and on behalf of the Tenderer.

(q) I declare that all information in the Tender is true and correct in every respect.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

.....
Signature of person making the declaration

DECLARED at**[insert place]**..... on.....of.....

Before me,

.....
Signature of person before whom the declaration is made

.....
Full name of person before whom the declaration is made (BLOCK LETTERS)

.....
Address of person before whom the declaration is made (BLOCK LETTERS)

.....
Qualification of person before whom declaration is made (BLOCK LETTERS)

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

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Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 — see section 5A of the Statutory Declarations Act 1959.

Qualification of Witness

Pursuant to section 8 (b) of the *Statutory Declarations Act 1959* the above declaration must be made before a prescribed person. Please refer to the *Statutory Declarations Regulations 1993* for a list of the prescribed persons.

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PART 4 – TENDER RESPONSE TABLES

The Tenderer should include completed responses to each of the following tables.

Table 1 - Executive Summary

1.1 The Tenderer should provide a summary of how it will meet the Requirement.

Executive Summary

Guidance to Tenderers: *The Executive Summary should as a minimum include the following:*

- a summary of the Tender
- a summary of how the Tenderer will perform the required Services.

This RFP does not specify a particular form for the Executive Summary.

The Executive Summary will be used by the evaluation team as a guide to the Tender. Therefore, the Tenderer should ensure that all information in the Executive Summary is expanded in the specific Tender areas that follow.

The Tenderer should note that the Executive Summary may be used for high-level briefing of key stakeholders including the Minister, Parliamentary Secretaries, Parliamentary Committees, the Secretary of the Department and other executive and personnel.

The Executive Summary should not contain any information that the Tenderer would not wish to have made available in the public domain.

The Executive Summary should not exceed 10 single-sided pages.

Table 2 - Tenderer Information

2.1 The Tenderer should provide full responses in completing the following information:

Requirement	Tenderer's Response
Tenderer's Full Legal Name: Tenderers should provide the Tenderer's full legal name, that would be the legal entity which would enter into a contractual arrangement with the Department:	
Tenderer's Trading or Business Name (if different to above):	
Tenderer's Australian Business Number (ABN): ¹ Tenderers should indicate if they are registered on the	

¹ the Department will withhold 46.5% of any payment claimed under an invoice that does not specify an ABN in respect of the contractor, unless an applicable exception is specified in the *Taxation Administration Act 1953*. Tenderers should obtain and will be deemed to have obtained, their own taxation advice.

Requirement	Tenderer's Response
Australian Business Register and, if so, provide their ABN:	
Tenderer's Contact: Tenderers should include details of a person who is authorised to represent and legally bind the Tenderer:	Name: Position: Address: Phone: Fax: Email:
Tenderer's legal entity type: Tenderers should supply the Tenderer's type of legal entity (such as company, partnership or individual/sole trader):	
Tenderer's principal place of business: Tenderers should provide both their administrative or head office address and details of any other premises which will be used to provide the Requirement	
If the Tenderer is a company, include details of:	
The registered office:	
The date and place of incorporation and the Australian Company Number:	
Details of office bearers and shareholders (if a company with less than [5] shareholders):	
If the Tenderer is a partnership, include details of:	
The principal place of business:	
Details of partners (if less than 10 partners):	
If the Tenderer is a sole trader	
Provide details of the sole trader, including name, address, date of birth and the length of time as a sole trader:	
If the tender is a trustee	
If the Tenderer is tendering in respect of a business carried on by it as a trust, provide details of the relevant trust including details of the trustees and beneficiaries (the Department may also request a copy	

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Requirement	Tenderer's Response
of the relevant trust deed and any variations. Please note that if the Department accepts such a Tender, the Draft Contract will contain additional clauses to protect the Department's interests):	
Employees	
Number of employees (FTE), including contracted staff:	

- 2.2 The Tenderer should provide information on its office locations and the number of persons employed at those locations.

Resource information	Office address(es)	Number of employees (FTE)
ACT		
NSW		
VIC		
QLD		
WA		
SA		
NT		
TAS		
Overseas Locations (if applicable)		

- 2.3 The Tenderer should provide the names and email addresses of two of its personnel that are nominated to be the contacts for the Tenderer during the RFP process.

	Primary Contact Details	Secondary Contact Details
Name		
Title		
Address		
Phone		
Mobile		
Email		

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	Primary Contact Details	Secondary Contact Details
Fax		

Table 3 - Proposed Subcontractors or Agents

- 3.1 The Tenderer should identify and provide details of any subcontractors or agents it intends to use for the supply of major elements of the Requirement.

Requirement	Tenderer's Response
Subcontractor or agent name and details (including as applicable, full legal name, ABN, ACT, RBN and address of each proposed subcontractor)	
Major elements of the Requirement which are to be provided by that subcontractor or agent	
The reasons for using the proposed subcontractor	
Revenue for last financial year	
Ownership and governance structure of the proposed subcontractor	
The Tenderer's previous experience in working with the proposed subcontractor	
The nature of the commercial arrangements between the Tenderer and the subcontractor	
Subcontractor complies with the Workplace Gender Equality Act 2012 (Cth) ?	
Subcontractor has had a judicial decision made against them, an unsettled judgment or a judicial judgment under appeal, in respect of unpaid employee entitlements?	
Subcontractor complies with the Fair Work Act 2009 (Cth) ?	

- 3.2 The Tenderer should also identify and provide details of any other subcontractors that may be used in the supply of any element of the Requirement.

Table 4 – Referees

- 4.1 The Tenderer should provide a table in the format outlined below details for at least two (2) referees for whom they have recently provided the Requirement or similar goods, products and/or services to the Requirement.

(a) Referee 1

Name of Organisation:	
Summary of goods and/or services provided (including date those goods, products or services were provided):	
Involvement of personnel in provision of goods and/or services to the Organisation:	
Contact Details of Referee:	- Name: - Title: - Telephone: - Email address:

(b) Referee 2

Name of Organisation:	
Summary of goods and/or services provided (including date those goods, products or services were provided):	
Involvement of personnel in provision of goods and/or services to the Organisation:	
Contact Details of Referee:	- Name: - Title: - Telephone: - Email address:

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Table 5 - Response to the Conditions for Participation, Minimum Content and Format Requirements and Technical Evaluation Criteria

5.1 Conditions for Participation

(a) The Tenderer should complete the table below.

Requirement	Tenderer's Response (Complies/Does not Comply)
1. The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation: De-linked Assessment a) The tenderer must ensure that they will not operate the Capstone Assessment as an integrated component of a Prescribed Migration Agents Course at their institution. i. Where a tenderer is proposing to provide both the Capstone Assessment and a Prescribed Migration Agents Course at their institution, they must be able to demonstrate that their administration and delivery of the Capstone Assessment are not in any way connected to, and are therefore completely separate from, their delivery of the Prescribed Migration Agents Course.	

5.2 Minimum Content and Format Requirements

(a) The Tenderer should complete the table below.

Requirement	Tenderer's Response (Complies/Does not Comply)
tenders must include a fee schedule substantially in the form of Section 2 of Attachment C	
all language, including in all attachments and supporting technical data, must be written in English	
unless otherwise specified in the Statement of Requirement, all measurement must be expressed in Australian legal units of measurement	
all prices must be stated in Australian dollars.	

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Table 6 - Conflicts of Interest

6.1 The Tenderer should complete the table below.

Requirement	Tenderer's Response
The Tenderer should specify any actual or potential conflicts of interest.	
If a conflict of interest exists, Tenderers should identify how it proposes to manage that conflict of interest.	

Table 7 – Insurance

7.1 The Tenderer should complete the table below.

Requirement	Tenderer's Response
Public and Product Liability Insurance to the value of no less than \$20 million per occurrence and \$20 million in the aggregate.	Insured Amount: Insurer: Expiry Date:
Worker's Compensation Insurance applicable in the State or Territory in which services are provided.	Insurer: Expiry Date:
Professional Indemnity Insurance for errors and omissions, to the value of no less than \$5 million per occurrence, and in the aggregate (including an automatic right of reinstatement). Insurance to be maintained for a period of seven (7) years after ending of contract.	Insured Amount: Insurer: Expiry Date:
<i>(If Tenderers are required to confirm that they will hold the professional indemnity insurance for a period of [7] years after the end of any contractual arrangement with the Department, you should include the following.)</i> The Tenderer should confirm that it will agree to maintain the Professional Indemnity Insurance seven (7) years after termination or expiry of the contractual arrangement (see the Draft Contract)	

Table 8 - Financial and Corporate Viability

8.1 Financial Viability

- (a) The Tenderer should complete the table below. If required, the Tenderer can include further information as attachments to their Tender.

Requirement	Tenderer's Response
The Tenderer and any proposed subcontractor that will provide major elements of the Requirement should provide a summary of their financial viability to provide the Requirement. This could include data from or for a financial analysis of its operations including profitability; liquidity; insolvency; bankruptcy actions; working capital management efficiency; financial structure; debt coverage and return on investment. Note that the Department may also undertake its own independent enquiries in relation to the Tenderer's financial viability.	
The Tenderer should provide copies of audited financial statements and annual reports for the preceding three (3) financial years. *	
The Tenderer should provide particulars of any petition, claim, action, judgement or decision that is likely to adversely affect its capacity to provide the Requirement.	

*Notes:

- Where the Tenderer was incorporated/established less than three (3) financial years previously, an auditors statement the Tenderer was incorporated/established less than three (3) financial years previously and audited financial statements from incorporation/establishment are required
- Where the Tenderer is the result of a merger, takeover or consolidation, audited financial statements for the entities prior to the merger, takeover or consolidation for the preceding three (3) years should be provided. For example Company A and Company B merge in March 2013 to form Company AB. In this case audited financial statements should be provided for the preceding three (3) financial years for Company A and the preceding three (3) financial years for Company B
- Where the Tenderer is not required to be audited under any legislation, unaudited financial statements are permissible where accompanied by a letter of assurance as to their authenticity provided by the Tenderer's accountant
- The Tenderer should attach a copy of the Certificate of Incorporation for the Tenderer where applicable
- The Department may seek additional financial information in relation to any Tenderer (or subcontractor or joint Tenderer) at any stage of the evaluation process.

8.2 Corporate Information

- (a) The Tenderer should complete the table below. If required, the Tenderer can include further information as attachments to their Tender.

Requirement	Tenderer's Response
The Tenderer should provide a narrative describing the Tenderer's background, history, services, and corporate organisation.	
The Tenderer should include a high-level organisation chart for the Tenderer.	
The Tenderer should describe its strategic direction, and the implications the strategic direction may have on the Department. The Tenderer should also indicate what proportion of its business any contract with the Department for the provision of the Services would represent.	
The Tenderer should provide: (a) executive CV/resume including length of service with the Tenderer (b) details of other key personnel to the business (including position and why significance/dependencies exists (c) details of key executives and management who have left the business in the last two years (if applicable).	

8.3 Details of all current Directors and Senior Executives

(a) The Tenderer should complete the table below.

Name	Length of Service	Qualifications	Relevant Experience

Guidance to Tenderers: Tenderers should add additional rows as required

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8.4 Information Relating to Legal Status of Tenderer

- (a) The Tenderer should complete the following information relating to the legal status of the Tenderer and its ultimate parent or associated entities including Directors/Executive Officers.

Requirement	Tenderer's Response
The Tenderer should provide details of any litigation proceedings whatsoever, actual or threatened, against the Tenderer, its parent or associated entities or any director of the Tenderer, its parent or associated entities within the past four (4) years	
The Tenderer should provide details of any bankruptcy actions against any director of the Tenderer, its parent or associated entities within the past four (4) years	
The Tenderer should provide details of any de-registration actions against the Tenderer, its parent or associated entities within the past four (4) years	
The Tenderer should provide details of details of any actions of insolvency proceedings, actual or threatened (including Voluntary Administration, Application to Wind Up, or other) against the Tenderer, its parent or associated entities within the past four (4) years	
The Tenderer should provide details of any breaches or defaults, of any agreement, contract, order, award binding upon the Tenderer, its parent or associated entities within the past four (4) years	

- (b) The Department may seek additional corporate information in relation to any Tenderer (or subcontractor or Consortium Member) at any stage of the evaluation process.

Table 9 - Confidential Information

- 9.1 The Tenderer may specify any information which is contained in its Tender, or which may be provided by it during the RFP process, that it considers should be protected as confidential information by the Department in respect of any resulting contractual arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as confidential information and a proposed period of confidentiality.

9.2 the Department will consider the Tenderer's position with respect to confidentiality, having regard to the Commonwealth's legal and policy obligations. In considering the Tenderer's confidentiality claims, the Department will apply the Confidentiality Test, outlined in the Commonwealth's Guidance on Confidentiality in Procurement found at www.finance.gov.au, consisting of the following criteria:

- (a) the information to be protected must be specifically identified;
- (b) the information must be commercially 'sensitive'. This means that the information should not generally be known or ascertainable;
- (c) disclosure would cause unreasonable detriment to the owner of the information or another party; and
- (d) the information was provided under an understanding that it would remain confidential.

Information in the Tender which is proposed as Confidential Information	Reason(s) why this information should be protected as confidential information	Proposed period of confidentiality

Guidance to Tenderers: *It is highly desirable that the Tenderer strictly limits identification of material as Tenderer Confidential. Confidential Information should be limited to material which could, in a practical sense, cause harm to its business and which is consistent with Finance Guidance on Confidential Information, which is publicly available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle#principles>*

Categories of information that may meet the requirements of the Confidentiality Test include:

- *internal costing information or information about profit margins*
- *proprietary information, for example information about how a particular technical or business solution is to be provided that may compromise the supplier's commercial interests elsewhere, including competing in future tender processes*
- *pricing structures (where this information would reveal whether a potential supplier was making a profit or loss on the supply of a particular good or service)*
- *artistic, literary or cultural secrets. These may include photo shoots, historic manuscripts, or secret indigenous culture*
- *intellectual property including trade secrets and other intellectual property matters where they relate to a potential supplier's competitive position.*

Commercial information that would not generally be considered to be confidential includes:

- *performance and financial guarantees*
- *indemnities*
- *the price of an individual item or group of items*
- *rebates, liquidated damages and service credits*
- *performance measures*
- *clauses which describe how intellectual property rights are to be dealt with*

- *payment arrangements.*

See also <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle#tips> and clause 24 of Part 2 of this RFP.

Table 10 - Commonwealth Policy Requirements

10.1 The Tenderer should complete the table below.

Requirement	Tenderer's Response
Workplace Gender Equality Act 2012	
In accordance with Australian Government procurement policy, the Department requires that Tenderers indicate whether or not its organisation is covered by the <i>Workplace Gender Equality Act 2012</i> (Cth) (the WGE Act). An organisation is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.	Please tick the relevant box: ☐ Yes, the Tenderer is a relevant employer. Attached is a current letter of compliance as part of this Tender which indicates the Tenderer's compliance with the <i>Workplace Gender Equality Act 2012</i>. ☐ Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to entering into a contract. ☐ No, I am not a relevant employer
Illegal workers	
The Tenderer should provide a statement confirming that they do not, and will not in provision of the Requirement, engage Illegal Workers. For more information refer to the "Employing Legal Workers Guide" available at: https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/hire-someone-in-australia	
Small Business Status	
Is the Tenderer a Small Business? Is any proposed subcontractor or agent a Small Business? The Tenderer should advise the number of 'full time equivalent' persons in order to establish any claim of Small Business status. Note: An entity is a Small Business if it employs less than the full time equivalent of 20 persons on the day that the written contract is entered into ('full time equivalent' is defined by the Australian Bureau of Statistics as the total hours worked divided by the	

Requirement	Tenderer's Response
average hours worked in full time jobs). If the Tenderer forms part of a group, then the number of full time equivalent persons is applied to the group as a whole.	
Web Accessibility Transition Strategy	
The Tenderer should provide a statement confirming whether their Tender complies with the Web Accessibility National Transition Strategy, and demonstrate how its products, services and outputs conform to WCAG 2.0.	

Table 11 – Other Business Requirements

11.1 Compliance with Industry Codes or Guidelines

Tenderer's Response

11.2 Business Quality Assurance

Tenderer's Response

11.3 Contract Transition-in

Tenderer's Response

11.4 Contract Transition-out

Tenderer's Response

11.5 Contract Relationship Management

Tenderer's Response

11.6 Business Continuity

Tenderer's Response

11.7 Risk Management and Fraud Control Plan

Tenderer's Response

11.9 Human Resource Management Plan

Tenderer's Response

11.10 Communication Plan

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Tenderer's Response

11.11 Security Requirements

Tenderer's Response

11.12 Licensing and Ownership of Intellectual Property

Tenderer's Response

Table 12 - Tables of Compliance

12.1 The Tenderer should, in the table below, indicate any provision of this RFP (including the Statement of Requirement and the Draft Contract), with which the Tenderer **does not comply** or with which the Tenderer **partially complies**. The Tenderer is not required to list provisions with which they do comply. Where a clause, schedule, attachment or annexure of this RFP is not listed in the table below, the Tenderer will be deemed to have agreed to that clause, schedule, attachment or annexure in full. The Tenderer should note that the extent of non compliance will be a factor in the evaluation process. the Department does not intend to negotiate in relation to any matter that is not included in the table below.

12.2 The Tenderer may group paragraphs or clauses where the response is the same for each of those clauses. For example 'Clauses 3.1 to 3.15 – Does Not Comply'.

12.3 The extent of non compliance or partial compliance should be stated in full, providing:

- (a) specific reasons for the partial or non-compliance; and
- (b) specific language presenting an alternative proposal.

In the table:

- (c) 'does not comply' means:
 - (i) in the case of a paragraph or clause which indicates a contractual condition, that the Tendered offer does not accord with that condition; and
 - (ii) in the case of a paragraph or clause which directs that an action be taken, that this would or will not occur.
- (d) 'partially complies' means:
 - (i) in the case of a paragraph or clause which indicates a contractual condition, that the Tenderer can meet the condition subject to certain qualifications.

12.4 Compliance with Statement of Requirement

RFP	Relevant part and paragraph number (RFP)	Does not comply / partially complies	Explanation of non-compliance or partial compliance and alternative proposal or drafting

12.5 Compliance with Draft Contract

Draft Contract	Relevant section and clause number (Draft Contract)	Does not comply / partially complies	Explanation of non-compliance or partial compliance and alternative proposal or drafting

Table 13 – Technical Evaluation Criteria**13.1 Criterion 1: Capability**

The Tenderer must demonstrate the extent to which the Tenderer understands and is able to meet the requirements of the Statement of Requirement so as to achieve the stated outcomes as specified in **Attachment A – Statement of Requirements**, including:

- (a) **Solution:** The extent to which the Tenderer's proposed service delivery methodology / solution meets the Requirements.

Tenderer's Response

- (b) **Collaboration:** The extent to which the Tenderer can demonstrate collaborative, cooperative and proactive working relationships with a broad range of stakeholders to deliver high quality services that meet the Statement of Requirement.

Tenderer's Response

- (c) **Performance:** The extent to which the Tenderer understands and is able to meet the reporting and quality management requirements of the Statement of Requirement and the Key Performance Indicators.

Tenderer's Response

- (d) **Transition:** The quality of the Tenderer's proposed transition-in plan and how the Tenderer can demonstrate it will achieve a successful transition of Services, without disruption or degradation to current service delivery.

Tenderer's Response

Guidance to the Tenderer: The response should not exceed 10 single-sided pages.

13.2 Criterion 2: Capacity

The extent to which the Tenderer has sufficient personnel (including any proposed subcontractors or agents) with experience and/or ability to provide the Requirement within the required timeframe. (Note that this is different to the information sought under Corporate Information in clause 11.2 of this **Attachment B**). This includes the organisational capacity and suitable resourcing arrangements to meet the requirements of the Statement of Requirement, including:

- (a) Specified Personnel:

The extent to which the Tenderer has sufficient personnel with the experience, ability, skills and qualifications to perform the Requirements.

Tenderer's Response

- (ii) The Tenderer should attach to the Tender a proposed organisation chart for its provision of the Requirement. The chart should identify personnel positions with the names of personnel, if allocated. The chart should encompass all aspects of the RFP. Has the Tenderer attached a proposed organisation chart?

☐ Yes

☐ No

- (iii) The Tenderer should identify and provide details of relevant specified personnel who will be used for the supply of the Requirement. For each nominated specified personnel, the Tenderer should provide a table in the following format:

Nominated Specified Personnel:	
Location:	
Qualifications and Registrations:	
Relevant Expertise and Experience:	
Position Responsibilities in delivering Requirement:	
Please attach Curriculum Vitae for each specified personnel to Tender	

Guidance to the Tenderer: The response should not exceed 10 single-sided pages.

- (b) Ability of the Tenderer to appropriately manage any subcontractors or agents in the provision of the Requirements.

Tenderer's Response

Guidance to the Tenderer: The response should not exceed 5 single-sided pages.

13.3 Criterion 3: Experience

The Tenderer should provide an overview of its (and its business partners as appropriate) record of expertise and experience in the delivery of the Required Services as outlined in Part 2 of **Attachment A - Statement of Requirements**. Include examples of providing goods or services the same as, or similar to the Requirement, to Commonwealth agencies or other organisations with particular focus on the:

- (a) Methodology proposed by the Tenderer to successfully manage the business relationship

and account management.

Tenderer's Response

- (b) The extent to which the supplier has quality assurance policies and processes in place to ensure the quality of the proposed outcomes.

Tenderer's Response

Guidance to the Tenderer: *The response should not exceed 10 single-sided pages.*

Table 14 - Assumptions

- 14.1 The Tenderer should specify any assumptions it has made that are critical to the Tender, including assumptions relating to the Tenderer's ability to provide the requirements in the manner specified in this RFP. If tendering for more than one Service Category, the Tenderer should identify assumptions for each Service Category, if applicable.

RFP Reference (Section, Clause and Page number)	Assumption

Guidance to Tenderers: *Pricing assumptions must not be specified in this section. Pricing assumptions must be specified in the area provided in the **Attachment C – Pricing Schedule**.*

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Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR PROPOSAL (RFP)

FOR

**PROVISION OF SERVICES FOR THE DELIVERY AND
ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE
ASSESSMENT (CAPSTONE)**

RFP: HOMEAFFAIRS/2051/RFP

ATTACHMENT C: PRICING SCHEDULE

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SECTION 1: PRICING REQUIREMENTS

1. INSTRUCTIONS

1.1 Tenderers should:

- (a) complete the Pricing Schedule table set out in **Section 2** of this **Attachment C** with their offered pricing to provide the Requirement;
- (b) include any assumptions upon which the pricing in the Pricing Schedule table is based;
- (c) provide sufficient information for the Department to determine whether prices are reasonable in the context of the Commonwealth assessment of value for money; and
- (d) if this is an alternative Tender, provide the price differential for any alternative solutions.

1.2 In considering their pricing, Tenderers must note the Department requires prices in the following manner:

- (a) Cost of sitting the assessment, broken down by assessment component if applicable
- (b) Cost of re-sitting the assessment (whether the same or different).
- (c) Cost of re-marking an assessment
- (d) Cost of supplementary assessments (if applicable)
- (e) Any other costs that may be imposed on candidates and the circumstances in which they may be imposed

1.3 In completing the Pricing Template, the Tenderer's prices must:

- (a) be inclusive of detailed costing of each item to enable an effective evaluation of all Tenders received, inclusive of all itemised costs, expenses and disbursements incurred by the Tenderer in providing these Services (these may include but are not limited to overheads such as travel, consumables, preparation costs, rental costs, superannuation guarantee, insurances, enterprise based wage increases etc. These overheads are not to be confused with pass through costs;
- (b) be inclusive of all charges, expenses, duties and taxes, subject to the Requirements regarding Goods and Services Tax (GST);
- (c) be inclusive of GST, but identify separately the GST component, where required;
- (d) apply for the duration of the Tender Validity Period;
- (e) include applicable Australian (Federal, State and Local Government) and overseas taxes and charges;
- (f) include details about any assumptions or other caveats upon which the pricing is based, as well as information or events required to remove caveats; and
- (g) include all cost of complying with the Terms and Conditions of this RFP, whether applying to this RFP process or the performance of any resultant contract.

1.4 The Department will not pay any allowances or costs

1.5 Tenderers must provide pricing in Australian dollars. For overseas service, the tenderers must provide itemised invoices in Australian dollars.

1.6 Tenderers may provide pricing in Australian dollars. Where any portion of the Pricing Schedule is in foreign currency, Tenderers should clearly specify the currency being used. Tenderers should not convert any relevant amounts of foreign currency into Australian dollars. In evaluating tendered prices, the Department will apply the relevant exchange rate published by the Reserve Bank of Australia at the Tender Closing Time.

- 1.7 During the Evaluation Process, the Department may, if necessary, adjust tendered prices in order to establish a common basis for the comparison of Tenders. Such adjustments may include but are not limited to:
- (a) consideration of normalised and discounted cash flow;
 - (b) cost of administration of the contract to be entered into with the provider of the Services;
 - (c) any assumptions or other caveats attaching to the tendered price;
 - (d) analysis of risks related to a Tender; and
 - (e) other costs, if any, or financial impacts on the Commonwealth that may arise from appointing a particular Tenderer.
- 1.9 The Department will determine which of the Tenderers (if any) are likely to be able to provide the Requirement to the Commonwealth at the best value for money in accordance with the evaluation criteria, including the level of risk for the Commonwealth.
- 1.9 Failure to provide any of the required information may result in the Department excluding the Tender.

SECTION 2: PRICING TEMPLATE

1. PRICING

- 1.1. The total tendered cost below is a fixed price for provision of all aspects of the Requirement. It is inclusive of GST and of all things necessary and incidental to the provision of the Requirement and the due and proper performance of the contractual arrangement substantially in the form of Attachment E.
- 1.2. Tenderers, provide the proposed cost for each candidate to sit the Capstone Assessment, to include any fees for re-sitting, re-marking, or any part of the assessment as noted in section 1.2 and 1.3 of this schedule.

Total Tendered cost for the provision of the Requirement (inclusive of GST)	[Amount (GST exclusive)]	[GST]	[Total (GST inclusive)]

- 1.3. **Assumptions/Qualifications:** [Tenderers are to insert details of any assumptions or qualifications on which the Tendered cost is based.]

2. PAYMENT STRUCTURE

- 2.1 Guidance to Tenderers: Tenderers are to complete the following table setting how and when the Tenderer proposes that payments would be made to it, and the amount of those payments.

Milestone or other time	Amount payable (or how such amount will be calculated) (GST inclusive)



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR TENDER (RFP)

FOR

**PROVISION OF SERVICES FOR THE DELIVERY AND
ADMINISTRATION OF THE MIGRATION AGENTS CAPSTONE
ASSESSMENT (CAPSTONE)**

RFP: HOMEAFFAIRS/2051/RFP

**ATTACHMENT D: EVALUATION PROCESS AND EVALUATION
CRITERIA**

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1. THE EVALUATION PROCESS

The Department of Home Affairs (the Department) will evaluate Tenders in accordance with the process and Evaluation Criteria set out in this **Attachment D** (Evaluation Process and Evaluation Criteria).

The following steps outline the evaluation process. The steps may be conducted concurrently and/or sequentially.

1.1 Step 1 – Registration of Tenders

- 1.1.1 As soon as practicable after the Closing Time, all Tenders will be downloaded from the relevant section of AusTender.
- 1.1.2 All Tenders received before the Closing Time will be registered on a procurement register.
- 1.1.3 Any Tenders received after the Closing Time for the Procurement and any disputes or issues regarding receipt of Tenders will be managed in accordance with Part 2 – Terms and Conditions of this RFP.

1.2 Step 2 – Screening Against the Conditions of Participation and the Minimum Content and Format Requirements

- 1.2.1 All registered Tenders will be screened to identify any Tender that:
 - (a) fails to comply with any Conditions for Participation specified in the RFP;
 - (b) fail to comply with any Minimum Content and Format Requirements specified in the RFP;
 - (c) contain unintentional errors of form; or
 - (d) are otherwise incomplete or non-compliant with the RFP.
 - 1.2.2 Subject to **clause 17** in Part 2 of this RFP (Unintentional Errors of Form), a Tender which fails to comply with the:
 - (a) Conditions for Participation; or
 - (b) Minimum Content and Format requirements,will be excluded from further consideration.
 - 1.2.3 The Evaluation Committee may also exclude a Tender from further consideration where, in the Department's reasonable opinion, the Tender is:
 - (a) incomplete or so deficient (e.g. it fails to address technical details, or demonstrate a reasonable understanding of the Requirement or fails to provide relevant, complete and accurate information); or
 - (b) otherwise so clearly non-competitive, that it is likely to be evaluated so as to represent no value for money for the Commonwealth. The Evaluation Committee may, however, decide to consider these Tenders and seek further clarification from the Tenderer if it believes that this is appropriate.
 - 1.2.4 Screening is an ongoing process. The Evaluation Committee may decide during the detailed Evaluation Process that Tenders or Tenderers which fall within the categories listed in paragraphs 1.2.1 to 1.2.3 above should therefore be excluded from further consideration.
- ### 1.3 Step 3 – Technical Evaluation
- 1.3.1 For each Tenderer that passes Steps 1 and 2 above, the Evaluation Committee will consider all relevant information for each technical Evaluation Criterion (see below for details of those Evaluation Criteria that are technical criteria) provided in each Tender and conduct an analysis against each technical Evaluation Criterion. The Evaluation Committee may use material tendered in response to one Evaluation Criterion in the evaluation of other Evaluation Criteria.
 - 1.3.2 Tenderers should provide enough detail in their Tender against each Evaluation Criterion to ensure that the Evaluation Committee has a clear understanding of their offer and that all requirements have been addressed. Tenderers are advised that unclear or contradictory statements may result in a low scoring assessment.
 - 1.3.3 After reviewing the Tenders, the Evaluation Committee may decide to:

- (a) conduct visit(s) to the Tenderers' premises;
- (b) seek presentation(s) by Tenderer(s) on their Tender;
- (c) require the Tenderer(s) to attend an interview;
- (d) conduct referee checks;
- (e) discuss with, and/or visit, customers or subcontractors of Tenderers, whether or not the customers or subcontractors are provided as referees by a Tenderer; and
- (f) carry out independent enquiries about any matter that may be relevant to the evaluation of a Tender.

1.3.4 Following the conclusion of any site visits, presentations, interviews and/or referee checks and obtaining of further independent enquiries, the Evaluation Committee will, in light of the further information received, review and where applicable may revise scores for the technical Evaluation Criteria.

1.3.5 At any stage of the technical evaluation or after its completion, the Evaluation Committee may shortlist Tenders for progression to further steps of the Evaluation Process. The Evaluation Committee in its absolute discretion will determine the number of Tenderers on any shortlist.

1.4 Step 4 – Pricing Evaluation

1.4.1 This step may be conducted after or concurrently with the evaluation process described in Step 2.

1.4.2 The Evaluation Committee will undertake an assessment of the fees or prices contained in Tenders. The Evaluation Committee may seek assistance from a financial advisor, if required. Tenderers are required to cooperate with any financial advisor appointed for this purpose, including making financial information available to the financial advisors

1.4.3 Where required, the Evaluation Committee will:

- (a) adjust and “normalise” prices to account for assumptions and other variations between Tenders;
- (b) use pricing tools which allow sensitivity analysis and/or scenario testing; and;
- (c) use benchmarking tools to assist in evaluating the proposed price; or
- (d) make any other adjustments set out in **Attachment C** to this RFP.

1.4.4 At any stage of the pricing evaluation or after its completion, the Evaluation Committee may shortlist Tenderers for progression to further steps of the Evaluation Process. The Evaluation Committee in its absolute discretion will determine the number of Tenderers on any shortlist.

1.4.5 The Department reserves the right, during the evaluation process, to ask all Tenderers (or, if Tenderers have been short-listed, the short-listed Tenderers) to submit new or revised pricing based on an alternative methodology.

1.4.6 The Department also reserves the right to seek clarification on any pricing matters and to seek a Best and Final Offer in respect of pricing from each Tenderer (or, if Tenderers have been short-listed, short-listed Tenderers) if it is deemed necessary to determine a clear value for money outcome for the Commonwealth.

1.5 Step 5 – Non-technical Evaluation Criteria

1.5.1 The Evaluation Committee will assess the risks associated with the non-technical Evaluation Criteria and conduct an overall risk assessment taking into account all risks associated with each Tender.

1.5.2 Following the completion of the risk assessment process, the Evaluation Committee will review and, where applicable, may revise scores or rankings for each Tender.

1.5.3 The Evaluation Committee may shortlist Tenderers following completion of its assessment of risk, for further progression in the Evaluation Process. The Evaluation Committee in its absolute discretion will determine the number of Tenderers on any shortlist.

1.6 Step 6 – Value for Money

- 1.6.1 The Evaluation Committee will determine value for money by comparing the outcomes of each previous step for each Tender.
- 1.6.2 The Evaluation Committee will determine overall best value for money represented by the Tenders. Value for money is the core principle governing the Department's procurement and is enhanced by three supporting principles:
- a) encouraging competition;
 - b) efficient, effective, ethical and economic use of resources; and
 - c) accountability and transparency.
- 1.6.3 Value for money is a comprehensive assessment that takes into account the following:
- a) the technical assessment under Step 3;
 - b) cost represented by the assessment of price under Step 4; and
 - c) assessment of the relevant risks under Step 5.
- 1.6.4 At the end of Step 6, the Tenderer(s) with the highest overall ranking and representing overall best value for money will be identified as the preferred Tenderer(s).

2. EVALUATION CRITERIA

2.1 Technical Evaluation Criteria

2.1.1 Tenders will be evaluated against the following technical Evaluation Criteria:

2.1.2 Table 1: Technical Criteria

No.	Evaluation Criteria	Sub-criterion	Sub-Criteria Weightings	Weighting
1	Capability: The extent to which the Tenderer understands and is able to meet the requirements of the Statement of Requirement so as to achieve the stated outcomes.	Solution: The extent to which the Tenderer's proposed service delivery methodology / solution meets the Requirements	25%	40%
		Collaboration: The extent to which the Tenderer can demonstrate collaborative, cooperative and proactive working relationships with a broad range of stakeholders to deliver high quality services that meet the Statement of Requirement.	25%	
		Performance: The extent to which the Tenderer understands and is able to meet the reporting and quality management requirements of the Statement of Requirement and the Key Performance Indicators.	25%	
		Transition: The quality of the Tenderer's proposed transition-in plan and how the Tenderer can demonstrate it will achieve a successful transition of Services, without disruption or degradation to current service delivery.	25%	
2	Capacity: The extent to which the Tenderer has sufficient personnel (including any proposed	Specified Personnel: The extent to which the Tenderer has sufficient personnel with the experience, ability, skills and qualifications to perform the Requirements	50%	40%

No.	Evaluation Criteria	Sub-criterion	Sub-Criteria Weightings	Weighting
	subcontractors or agents) with experience and/or ability to provide the Requirement within the required timeframe.	Ability of the Tenderer to appropriately manage any subcontractors or agents in the provision of the Requirements.	50%	
3	Experience: The extent to which the Tenderer has demonstrated experience and quality of performance in providing goods/services the same as, or similar to, the Requirement to other organisations.	Methodology proposed by the Tenderer to successfully manage the business relationship, account management.	50%	20%
		The extent to which the supplier has quality assurance policies and processes in place to ensure the quality of the proposed outcomes.	50%	

2.2 Non-Technical Criteria

2.2.1 Tenderers will also be evaluated against the proposed fees to the Capstone applicants and the following non-technical Evaluation Criteria (which are unweighted):

No.	Evaluation Criteria
	The degree of financial viability of the Tenderer, including any associated risks to the Department.
	The degree of the Tenderer's overall compliance with the RFP and Draft Contract and the likelihood of any non-compliance meaning the Department is unable to agree a contractual arrangement with that Tenderer.
	The appropriateness of any information which the Tenderer proposes be kept confidential and the extent of any associated risks to the Department.
	The extent to which any risks associated with the number and type of any conflicts of interest which have been identified by the Tenderer or which may later arise can be, have been, and/or will be, appropriately managed.
	Any other risks to the Department which are inherent in, or associated with, the Tenderer's offer



Commonwealth of Australia

Contract for Goods and Services

Reference ID: **[Insert Contract and Procurement Branch Contracting Number]**

1. Customer

Customer Name: Commonwealth of Australia acting through and represented by the Department of Home Affairs (the Department or Customer)
Customer ABN: ABN 33 380 054 835
Address: 6 Chan Street, Belconnen
Canberra ACT 2617

2. Service Provider

Full Name of the Legal Entity: **[Insert]** (Service Provider or Supplier)
Service Provider ABN: **[Insert]**
Address: **[Insert]**

3. Purpose

- 3.1 The Department requires the provision of certain Goods and/or Services as specified in this Contract.
- 3.2 The Service Provider has fully informed itself about the Goods and Services to be provided.
- 3.3 The Department has agreed to engage the Service Provider to provide the Goods and Services upon the terms and conditions set out in this Contract its Schedules and Attachments.
- 3.4 Where Goods and/or Services are delivered to consumers directly, the Department accepts no responsibility for those Goods and/or Services, except as provided in this Contract.

4. Operative provisions

- 4.1 In consideration of the mutual promises contained in this document, the parties agree to the terms and conditions set out in this Contract, its Schedules and Attachments.

- 4.2 If there is any inconsistency between the documents which make up this Contract, then the inconsistency will be resolved by applying the following order of priority:
- 4.2.1 The Material Provisions at Schedule 1;
 - 4.2.2 Terms and Conditions at Schedule 2; and
 - 4.2.3 Any other document incorporated by reference, including any terms and conditions regarding supply of Goods and/or Services to consumers under the Service Providers standard terms.

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SCHEDULE 1 – MATERIAL PROVISIONS OF CONTRACT

Item A. Goods and Services, Commencement and Term

Goods and Services	The Goods and Services include the provision of Services for Delivery and Administration of the Capstone Assessment for qualification of Registered Migration Agents by the Service Provider for the Term of this Contract. [The Capstone Assessment consists of [INSERT] by the Service Provider pursuant to the Service Providers terms and conditions [attached at Schedule 3] and provided to [Candidates]. [Candidates] are those individuals who wish to register as Australian migration agents and who are eligible to receive Goods and/or Services under this Contract. The Department accepts no responsibility for any Goods and/or Services which are procured and/or provided by the Service Provider to Candidates. Overview of the Requirement The Department seeks to engage suitably qualified individuals or organisations for the provision of Services for the Delivery and Administration of the Migration Agents Capstone Assessment (Capstone) for qualification of registered migration agent applicants. The Capstone assessment is an independent and nationally consistent competency-based assessment that applicants for registration as a migration agent need to pass. Apart from a small number of previously registered migration agents who wish to return to the profession, or who need to pass the Capstone as a condition of lifting a suspension on their registration, most candidates will be students who have successfully completed the prescribed course and been awarded the Graduate Diploma in Migration Law and Practice (or Masters).
Commencement Date	[Insert the Commencement Date of the Contract] [Note - this will be the date of execution by both parties.]
Term	This Contract will commence on the Commencement Date and, unless terminated in accordance with the provisions of this Contract, end on the three (3) year anniversary of the commencement date ([Insert end date]).
Extension Provision	At the Department' sole discretion, this Contract may be extended for further periods of up to two (2) twenty four (24) month periods by the Department providing written notice to the Service Provider that it intends to extend the Contract, twenty four (24) weeks prior to the expiry of the Contract.

Item B. Fees and Contract Price

Fees and Contract Price	The Service Provider is entitled to charge a fee to a Candidate who registers for the Capstone Assessment and to whom the Service Provider offers the Capstone Assessment. Schedule 4 contains details of fees to be charged. If the Service Provider wishes to vary the fees specified in Schedule 4, then it must follow the process in clause 5 of Schedule 2.
Allowances & Costs	[Not Applicable]

Item C. Insurance

The Service Provider must take out and maintain insurance	The Service Provider must, for as long as any obligations remain in connection with this Contract, effect and maintain the following insurance for all the Service Provider's obligations under this Contract, including those which survive the expiration or termination of this Contract: a. Professional indemnity insurance to the value of no less than \$10 million AUD per claim made, and in the aggregate; b. Public liability insurance to the value of no less than \$ 20 million AUD per occurrence; and c. Worker's compensation insurance in accordance with relevant State or Territory legislation. The Service Provider will upon request, provide proof of insurance acceptable to the Department.
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Item D. Service Provider's Contract Manager and Address for Notices

Service Provider	Name [insert Name] ABN [insert ABN] Title [insert Title] Physical address [insert address] Postal address [insert address] Email [insert email] Facsimile [insert facsimile number]
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Item E. Department Contract Manager

Contract Manager	Name [insert Name] Title [insert title] Physical address [insert address] Postal address [insert address]
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	Email [insert email address] Facsimile [insert facsimile number]
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SCHEDULE 2 - Terms and Conditions for the Supply of Goods and/or Services

1. Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the requirements.

2. Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

3. Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during fulfilment, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

4. Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

5. Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter.

Anything that occurred before the issue of the Contract shall be disregarded (unless incorporated in writing).

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

6. Survival:

Clauses 13 (Liability of the Supplier), 16 (Supplier Payments), 19 (Transition Out), 21 (Compliance with Commonwealth Laws and Policies), 21(A) (Access to Supplier's Premises and Records), 21(G) (Fraud), 22 (Intellectual Property) survive termination or expiry of the Contract.

7. Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

8. Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent.

9. Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's consent will not be unreasonably withheld.

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

10. Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract including any delivery instructions and timeframes specified in any Order by the Customer.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused and comply with all relevant laws and regulations, including all food and health standards, as applicable to the Goods. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.

SCHEDULE 2 - Terms and Conditions for the Supply of Goods and/or Services

The Supplier must adequately pack and protect the Goods to withstand transit and storage.

If the Goods are rejected, it is the Supplier's responsibility to re-supply the Goods and/or re-perform the relevant Services, or refund the Customer any monies paid. If the Goods and/or Services cannot be resupplied.

Title in the Goods will transfer on the earlier of delivery or payment of the applicable price of the Goods by the Customer.

11. Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all licences or other approvals required for the lawful provision of the Goods and/or Services.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

If the Supplier is required to deliver any of the Goods and/or Services to any consumer, the Supplier will comply with the Australian Consumer Law and all product safety laws applicable to the Goods and/or Services.

12. Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel with personnel that are acceptable to the Customer.

13. Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the Civil Law (Wrongs) Act 2002 (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

14. Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services which have been provided in accordance with clause 10 (Delivery and Acceptance) before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

15. Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (c) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (d) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

SCHEDULE 2 - Terms and Conditions for the Supply of Goods and/or Services

16. Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

Where the total contract value is under A\$10,000 (inclusive of GST and merchant service fees) and the Supplier can accept payment via a payment card, the Customer will promptly pay via a payment card.

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

17. Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (c) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) failing settlement within ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request. Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

- (c) If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause 15 (Termination for Cause) or to legal proceedings for urgent interlocutory relief.

18. Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

19. Transition Out:

If the Contract expires or is terminated under clause 15 (Termination for Cause) the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

20. Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which the Goods are delivered and/or Services performed (or any part thereof).

21. Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

- A. **Access to Supplier's Premises and Records:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the Freedom of Information Act 1982 (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

SCHEDULE 2 - Terms and Conditions for the Supply of Goods and/or Services

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the Archives Act 1983 (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

- B. **Privacy Act 1988 (Cth) Requirements:** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the Privacy Act 1988 (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

- C. **Confidential Information:** Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

- D. **Security and Safety:** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the Criminal Code Act 1995 (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

- E. **Modern Slavery Act 2018 (Cth).** To the extent to which the Supplier is a reporting entity, the Supplier must comply with the requirements under the Modern Slavery Act 2018 (Cth) that apply to the Supplier.
- F. **Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

- G. **Fraud:** For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

- H. **Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

22. Intellectual Property Rights:

Intellectual Property Rights in the Goods provided under this Contract or pre-existing Intellectual Property Rights will not change as a result of this Contract.

The Supplier grants the Customer a licence in any such Intellectual Property Rights provided as part of the Goods and/or Services to allow the Commonwealth full use of the Goods and/or Services for their intended purpose.

Other than as set out above, the Customer owns the Intellectual Property Rights in any Material created under this Contract.

23. Media:

The Supplier must refer to the Department as soon as practicable all media inquiries received by the Supplier which relate to any Goods and/or Services supplied under this Contract.

SCHEDULE 3 - [Additional Terms to be inserted here (if required)]

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SCHEDULE 4 - [Service Provider fees to be inserted here]

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EXECUTED AS A CONTRACT

**SIGNED on behalf of the
Commonwealth of Australia as
represented by the Department of Home
Affairs by:**

.....
(Printed name of Delegate)

[Insert Delegate Position]

.....
(Signature of Delegate)

.....
(Date)

In the presence of:

.....
(Printed name of Witness)

.....
(Signature of Witness)

**EXECUTED by [Insert Company Name]
[Insert ACN /ABN] in accordance with
the requirements of section 127 of the
Corporations Act 2001 (Cth) by:**

.....
(Printed name of signatory)

[insert title]

.....
(Signature of Director)

.....
(Date)

In the presence of:

.....
(Printed name of Signatory)

[insert title]

.....
(Signature of Director/Corporate
Secretary)



Australian Government

Department of Home Affairs

ABN: 33 380 054 835

REQUEST FOR PROPOSAL (RFP)

FOR

**PROVISION OF SERVICES FOR THE DELIVERY AND ADMINISTRATION OF
THE MIGRATION AGENTS CAPSTONE ASSESSMENT (CAPSTONE)**

RFP: HOMEAFFAIRS/2051/RFP

ATTACHMENT F: GLOSSARY

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1. DEFINITIONS

1.1 In this RFP, unless the contrary intention appears, the following definitions will apply:

AusTender	means the Commonwealth Government business opportunities website located at https://www.tenders.gov.au from which Tenderers download Tender documentation electronically and receive email notification if an addendum to the RFP is issued.
Business Day	means any day that is not a Saturday, Sunday or a public holiday in Canberra, Australian Capital Territory.
Closing Time	means the closing date and time for submission of Tenders, as set out in the RFP Details.
Commonwealth Agency	means: (a) a Commonwealth entity as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth); (b) a Commonwealth company as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Commonwealth Procurement Rules or CPRs	means the Commonwealth Procurement Rules issued by the Department of Finance.
Conditions for Participation	means the conditions for participation (if any) set out in the RFP Details.
Confidential Information	means information that is: (a) by its nature confidential; (b) designated by the Commonwealth as confidential; or (c) a party knows or ought to know is confidential; but does not include information: (d) which is or becomes public knowledge other than by breach of this RFP or any other confidentiality obligation; or (e) that has been independently developed or acquired as established by written evidence.
Contact Officer	means the person specified as the Contact Officer for the Department in the RFP Details.
Department	means the Commonwealth of Australia as represented by the Department of Home Affairs.
Draft Contract	means the draft contract or deed of agreement set out, or referred to, in Attachment E .
Electronic Tender Box	means the area in AusTender where Tenders are lodged electronically.
Employment Suitability Clearance or ESC	is a character and integrity suitability screening process undertaken by the Department.
Evaluation Committee or EC	means the team (and its advisers) that will be responsible for managing and undertaking the evaluation of Tenders.
Evaluation Criteria	means the detailed criteria set out in this RFP that will be used to evaluate the compliance and/or relative ranking of Tenderers.
Evaluation Process	means the process for the evaluation of Tenders set out in Attachment D .
Financial Year	a period of one year commencing on 1 July and ending on 30 June.
Goods and Services Tax (GST)	has the same meaning as in the GST Act.
GP(JR) Act	means the <i>Government Procurement (Judicial Review) Act 2018</i> (Cth).
GST Act	means <i>A New Tax System (Goods and Services) Act 1999</i> (Cth).
Illegal Worker	means a person who: (a) means a non-citizen who: (b) does not hold a valid visa and who performs work in Australia; or (c) holds a valid visa and who performs work in Australia in breach of a visa condition that: i) prohibits him or her from working in Australia; or ii) restricts the work that he or she may perform in Australia. Work means any work, whether for reward or otherwise.

Immigration and Border Protection worker or IBP Worker	means Immigration and Border Protection worker as defined in the <i>Australian Border Force Act 2015</i> (Cth).
Intellectual Property Rights	means all intellectual property rights, including: (a) patents, copyright, rights in circuit layouts, registered designs, trademarks, know how, trade secrets and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).
Late Tender	means a Tender which is lodged after the Closing Time.
Lobbyist	has the same meaning as set out in the Commonwealth Lobbying Code of Conduct located at https://lobbyists.pmc.gov.au/conduct_code.cfm .
Migration Act	means the <i>Migration Act 1958</i> .
Minimum Content and Format Requirements	means the minimum content and format requirements for Tenders (if any) as set out in the RFP Details.
Personal Information	means information or opinion about an identified individual, or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not.
PIC	means a public interest certificate issued pursuant to the GP(JR) Act.
Receiving Officer	means the official who is authorised to receive complaints in relation to this RFP process.
Registered Tenderers	means Tenderers who have completed the registration process for this RFP on AusTender.
Request for Tender or RFP	means this document, including all parts, attachments, schedules or annexures to it, and any addenda issued by the Department in respect of it.
RFP Details	means the specific details about this RFP as set out in Part 1 of this RFP.
Requirement	means the goods, products and/or services required under this RFP, as listed or described in the Statement of Requirement in Attachment A .
Statement of Requirement (SOR)	means the description of the Requirement as set out in Attachment A .
Tender	means a response submitted by a Tenderer to this RFP, including documents that are described as tenders, proposals, bids, offers, quotes, submissions, expressions of interest and applications for use on a multi-use list.
Tender Validity Period	means the period specified as such in the RFP Details.
Tenderer	means any entity that submits a Tender.
Terms and Conditions	means the terms and conditions of this RFP as set out in Part 2 of this RFP.

From: NoReply-Tenders@finance.gov.au
To: s. 22(1)(a)(ii)
Subject: AusTender - Planned Procurement converted to an ATM [SEC=OFFICIAL]
Date: Friday, 18 December 2020 11:41:43 AM

This email is alerting you to the change in status of a Planned Procurement you are watching. The following Planned Procurement has been converted to an approach to the market (ATM):

Planned Procurement Reference: HOMEAFFAIRS/2051/APP

Title: Development and administration of the Capstone assessment for registration of migration agents in Australia

Category: 86000000 - Education and Training Services

Agency: Department of Home Affairs

ATM: <https://www.tenders.gov.au/Atm/Show/3005a722-4674-462a-b9d5-c620241d7748>

The acronym ATM (Approach to Market) refers to any business opportunity advertised by Australian Government agencies.

Please direct all enquiries to the Australian Government agency responsible for the Planned Procurement.

Note: This message was sent from an unmonitored email address. Please do not respond to this message.

If you require technical assistance using AusTender, please contact the AusTender Help Desk via email at tenders@finance.gov.au.

SCHEDULE 1 – MATERIAL PROVISIONS OF CONTRACT

s. 45(1), s. 47G(1)(a)

Item B. Fees and Contract Price

Fees and Contract Price	No fees or charges are payable by the Customer under this Contract. The Supplier is entitled to charge a fee to a Candidate who registers for the Capstone Assessment and to whom the Supplier offers the Capstone Assessment. Schedule 5 (Fees Charged to Candidates) contains details of fees to be charged. If the Supplier wishes to vary the fees specified in Schedule 5, then it must follow the process in clause 5 of Schedule 2 (which requires variations, if any, must be agreed in writing).
Allowances & Costs	[Not Applicable]

s. 45(1), s. 47G(1)(a)

SCHEDULE 5: Schedule of Fees per each Candidate

The total cost of enrolling a Candidate in the Capstone must be no more than **\$2,690**, including GST.

The Candidate must pay this amount at the time of initial enrolment.

This fee must cover the written and oral assessment as well as all other components that comprise the Capstone process.

The fee for re-sitting either the written assessment or oral assessment of the Capstone is **\$1100**, including GST.

The fee for re-sitting one component (i.e. the Multi choice and short answer component or case study component) of the written assessment is: **\$550**, including GST.

The fee for a re-marking of either the written assessment or oral assessment of the Capstone is **\$220**, including GST.

Refund provisions

A Candidate who withdraws before accessing the learning material or participating in any assessment event must be given a full refund minus a \$100 administration fee. Alternatively, the candidate may transfer their fee to another intake within a 12-month period.

A refund or transfer can occur based on assessment completion. A student will be entitled to a refund under the following conditions:

- Withdraw or transfer from the program **before** commencement of the first assessment minus \$100 administrative fee
- Withdraw or transfer from the program on the date of the first assessment minus \$400 administrative fee
- Student will be entitled to a refund of \$750 if they withdraw from the oral component of the assessment only. Alternatively, students may transfer the oral assessment to another intake within a 12 month period.

Attachment 2 – Revised Schedule 5

SCHEDULE 5: Schedule of Fees per each Candidate

The total cost of enrolling a Candidate in the Capstone must be no more than **\$2,156**, including GST.

The Candidate must pay this amount at the time of initial enrolment.

This fee must cover the written and oral assessment as well as all other components that comprise the Capstone process.

The fee for re-sitting the written assessment is **\$825**, including GST

The fee for re-sitting the oral assessment is **\$1265**, including GST.

The fee for a re-marking of either the written assessment or oral assessment of the Capstone is **\$330**, including GST.

Transitional arrangements

The fee for re-sitting one component of the written assessment (i.e. the multiple choice and short answer component or the case study component) of the written assessment is: **\$412.50**, including GST.

Refund provisions

A Candidate who withdraws before accessing the learning material or participating in any assessment event must be given a full refund minus a \$100 administration fee. Alternatively, the candidate may transfer their fee to another intake within a 12-month period.

A refund or transfer can occur based on assessment completion. A student will be entitled to a refund under the following conditions:

- Withdraw or transfer from the program **before** commencement of the first assessment minus \$100 administrative fee
- Withdraw or transfer from the program on the date of the first assessment minus \$400 administrative fee
- Student will be entitled to a refund of \$860 if they withdraw from the oral component of the assessment only. Alternatively, students may transfer the oral assessment to another intake within a 12-month period.



OFFICIAL

27 September 2024

s. 47F(1)

Director

Legal Training Australia Pty Ltd

s. 47G(1)(a)

Dear s. 47F(1)

Exchange of Letters – Updates to Schedule 1

I refer to the Deed between the Commonwealth of Australia, acting through and represented by the Department of Home Affairs (the **Department**) and Legal Training Australia Pty Ltd (**LTA**), which was executed on 4 June 2021 (**Deed**).

s. 45(1), s. 47G(1)(a)

Next Steps

Please confirm your agreement to the above variation by having an authorised delegate of LTA sign this letter in the execution block below, and emailing a copy of the signed letter to

s. 22(1)(a)(ii) [s. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au). Once we have received a signed copy of the letter, we will arrange for an Authorised Delegate in the Department to countersign the letter, and return a copy to you for your records.

Please contact s. 22(1)(a)(ii) [s. 22\(1\)\(a\)\(ii\)@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au), Assistant Director, Office of the Migration Agents Registration Authority should you have any questions in relation to this letter.

Yours sincerely

s. 47F(1)

s. 22(1)(a)(ii)

Senior Director

Office of the Migration Agents Registration Authority

OFFICIAL

s. 47F(1)

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Name of Authorised Delegate of the Department
agreeing to the update of Schedule 1, Item D and E

s. 22(1)(a)(ii)

Signature of Authorised Delegate of the Department

Name of Authorised Delegate of LTA agreeing
to the update of Schedule 1, Item D and E

s. 47F(1)

Signature of Authorised Delegate of LTA

s. 47F(1)

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