



Australian Government
Department of Health and Aged Care

Commitment Approval Minute

To: Charles Wann
Deputy Secretary
Corporate Operations Group (COG)

Through: Brian Schumacher Fay Flevaras
Assistant Secretary First Assistant Secretary
Digital Transformation and Delivery Division Digital Transformation and Delivery Division

COMMITMENT APPROVAL TO ENGAGE ACCENTURE AUSTRALIA PTY LTD (ABN: 49 096 776 895) FOR GOVERNMENT PROVIDER MANAGEMENT SYSTEM RELEASE 9 ONWARDS DELIVERY

Procurement ID: DM-22719 and DM-22107

RECOMMENDATIONS:

| | |
|---|----------------------------|
| APPROVE the Evaluation Report of the initial response to DM-22719 – GPMS Delivery (Attachment A). | NOTED / PLEASE DISCUSS |
| APPROVE the Value for Money assessment of the alternative submission to DM-22719 at part 4 of this Commitment Approval Minute. | APPROVED / NOT APPROVED |
| APPROVE expenditure for a total of up to \$289,360,500.00 (GST Inclusive) under Section 23(3) of the <i>Public Governance, Performance and Accountability Act</i> . | APPROVED / NOT APPROVED |
| NOTE the Department is seeking an exemption to the Digital Sourcing Contract Limits and Reviews Policy from the Finance Minister. No contract will be entered into above \$100 million (GST Exclusive) until that approval is obtained. | NOTED / PLEASE DISCUSS |
| NOTE the draft contract (Attachment H) using the Digital Marketplace Panel, SON3413842 with Accenture Australia Pty Ltd ABN 49 096 776 895 (Accenture) which the Department's external lawyers, Maddocks has endorsed through their legal advice. | NOTED / PLEASE DISCUSS |
| NOTE upon execution of the full value of the contract the Department will obtain savings of up to \$47D (GST Inclusive). | NOTED / PLEASE DISCUSS |
| CONFIRM the information provided in this commitment approval has fully addressed the Delegate's Checklist before exercising a delegation to approve the commitment of funds - PGPA Act Section 23 (3) - or enter into an arrangement - PGPA Act Section 23 (1). Delegates need to assure themselves that the procurement is compliant and documented (Attachment C). | CONFIRMED / PLEASE DISCUSS |
| NOTE the commitment approval has work-flowed to you via SAP ESS CA6000140222 for online approval. | NOTED / PLEASE DISCUSS |
| NOTE the advice provided by FBP on funds availability for the 24-25 FY and 25-26 FY (Attachment D) and clearance of the commitment approval minute by PAS (Attachment F). | NOTED / PLEASE DISCUSS |

Prepared by:

s47E(c), s47F

Name: s47E(c), s47F

Position title: Procurement Officer

Date:

Approved by:

s47F

Delegate name: Charles Wann

Position Title: Deputy Secretary

Date: 26/6/24

1. BACKGROUND/CONTEXT

In the 2024-25 Budget, the Government confirmed a \$1.2 billion investment in the digital transformation initiatives for Aged Care. As a result of this investment for the Department to be able to plan and manage the expected resources over the next few years there is a need to scale and lock in scarce ICT resources and can negotiate greater value for money outcomes in the delivery of work.

The current delivery work for Accenture on the GPMS platform ends 30 June 2024 with formal contract end date (to cover warranty) being 30 August 2024.

In February 2024 the delegate approved a procurement plan for a s47E(d) to ensure delivery of government committed deliverables s47E(d) s47E(d). An RFP to this affect was issued in March 2024.

A separate RFQ was released in January to deliver outcomes for the ICT Harmonisation project focused on reuse of GPMS for Whole of Government (WoG) purposes. This RFQ invited s47E suppliers to respond. Accenture was assessed as the successful supplier (**Attachment B**). Through the contract negotiations Accenture provided an alternate proposal that indicated significant savings by combining the outcomes of this RFQ and GPMS delivery RFQ.

Advice was sought from PAS seeking confirmation that the alternate proposal provided as part of negotiations for the WoG RFQ was within Procurement guidelines given it included deliverables that were associated with an RFQ that had not yet been finalised. PAS confirmed that, as both approaches were made to the same panel and the successful supplier would be engaged under the same terms and conditions, the risk of now capturing both under one arrangement for the department to manage would be reduced (Attachment F). Additionally, PAS confirmed if during the negotiation process the department has negotiated additional savings to the preferred tenderer's original submission which has not substantially changed the original scope of the requirement then this would be acceptable as it has still been assessed as representing value for money.

Risk assessments were conducted as part of the Procurement Plane for each procurement. The risk of using a single contract for both has been assessed as low given the procurements both used the same panel and have the same contract mechanism. This assessment is in line with PAS' advice (Attachment F).

This Commitment Approval Minute is seeking the following approvals:

1. Approve the evaluation report for GPMS delivery (Attachment A);
2. Approve the GPMS delivery and Whole of Government Value for Money assessment in Part 4 of this minute; and
3. Approve the total expenditure of up to \$289,360,500.00 (GST Inclusive) for a single contract which incorporates the services for both GPMS and Whole of Government procurement processes.

2. PROCUREMENT METHOD

Please note Procurement Advisory Services (PAS) have reviewed the procurement process outlined below and support the approach as compliant with the CPRs, see **Attachment F**.

GPMS Delivery

This procurement was through a s47E(d) to Accenture under an existing panel arrangement and is not subject to Division 2 of the Commonwealth Procurement Rules (CPRs), however, the requirements of CPRs Division 1 – Value for Money have been applied. Accenture s47D s47D The key justifications were:

- The market is extremely tight for Salesforce expertise.
- Accenture s47G
- The Department has established new contracts with 10 vendors including s47G s47G
- Any alternative vendor to Accenture will be unable to scale up to the level the Department

- requires without significant delays in delivery and significant quality risk.
- It is critical to retain current expertise to ensure we are able to deliver on current and future commitments.

Please note this procurement approach was previously supported by PAS and approved by DCEO (delegate).

Whole of Government Platform

This procurement was a multivendor procurement released through the existing panel arrangement and is not subject to Division 2 of the Commonwealth Procurement Rules (CPRs), however, the requirements of CPRs Division 1 – Value for Money have been applied. The approved Procurement Plan is at **Attachment J** and the approved Evaluation Report is at **Attachment B**. ^{s47E} (v) vendors responded to the RFQ. All ^{s47E} responses met the minimum mandatory criteria and were assessed for value for money with Accenture being rated as the preferred vendor.

3. INDIGENOUS PROCUREMENT POLICY - MANDATORY SET-ASIDE (MSA)

The IPP Mandatory Set-aside does not apply to this procurement.

4. OUTCOME OF EVALUATION / VALUE FOR MONEY

GPMS Delivery

As part of contract discussions with Accenture, the Department was able to negotiate highly favorable value for a two-year contract, which provides significant benefits to the Department. The summary of this deal are as follows:

- Two-year contract to the value of **\$284,960,500.00** (GST Inclusive) (**Attachment H**);
- Locked in resources with critical Salesforce/Mulesoft skills for that period, who now have strong experience and background in Aged Care;
- Total savings to the Department of ^{s47D} which includes:
 - ^{s47D}
 -
 -
 -

Whole of Government Platform

During contract negotiations, Accenture provided an alternative proposal which provides approximately an additional ^{s47D} (GST Inclusive) in savings for the Commonwealth over the 18-month initial term of the contract if this is packaged up as part of the larger GPMS delivery contract.

Advice was sought from PAS on whether these negotiations were compliant with the CPRs and PAS advised it was (**Attachment F**).

5. TIMEFRAME

The contract term is for a period of 2 years from 1 July 2024 to 30 June 2026.

One optional extension of 12 months duration has been included in the draft contract. Any extension of the services contract will be at the sole discretion of the Commonwealth and subject to a separate commitment approval.

The delivery work of the current contract ceases on 30 June 2024 with support and warranty ceasing 30 August 2024. The Department is looking to execute this contract as soon as possible to benefit from the value provided in the proposal and to scale up the resources to meet the new demand of work from

business.

6. CONTRACTUAL ARRANGEMENT

The appropriate form of contract is being finalised based on the Digital Marketplace Panel's Complex Work Order which utilises the Digital Marketplace Panel's Master Agreement and Comprehensive Terms (Attachment H). Maddocks has provided legal advice and assistance in drafting this contract (Attachment G).

The total value of the contract exceeds the Digital Sourcing Contract Limits and Reviews Policy which means the Department is required to obtain Ministerial exemption to enter contracts over \$100 million (GST Exclusive). The Department are currently seeking this exemption and no contract will be entered into over the \$100 million limit until the Department has obtained approval.

The Department have negotiated a clause in the contract setting out an initial term which remains below the \$100 million threshold. The clause has an option to extend to the full value if Ministerial approval is obtained s42

The nominated Contract Manager for this arrangement will be s47E(c), s47F Commercial Management Section, DDR Branch. The nominated Contract Manager will monitor compliance with all aspects of the contract.

7. EXPENDITURE APPROVAL AND FUNDS AVAILABILITY

The cost to the Department for the services is up to \$289,360,500.00 (GST Inclusive) over two years. This is within your delegation limit under the Accountable Authority Financial Delegations Schedule 1, Table 1, Item 1, to approve proposals to commit relevant money up to the availability of funds.

On 16 May 2024, Finance Business Partner has confirmed that: "As budgets are yet to be allocated for 2024-25 and 2025-26, we are not able to comment on funds availability next financial year. DTDD have commenced their business planning work for next financial year which will inform the distribution of the divisional allocation down to branch level however, until this work is completed, the Delegate will need to assume the risk of meeting the ongoing costs for these renewals." (Attachment D).

In the 2024-25 Budget, the Government confirmed a \$1.2 billion investment in the digital transformation initiatives for Aged Care. There is no commitment under the contract to pay the full amount and the Department has full flexibility to scale up or down the work depending on funding and other priorities. The total contract can be terminated with one month notice.

8. STAKEHOLDER CONSULTATION

The procurement process has been undertaken in accordance with the Department's Procurement Process and the Commonwealth Procurement Rules (CPR). PAS has provided endorsement to both procurement processes (Attachment F).

The Department sought advice from external lawyers, Maddocks, who endorsed the form and content of the draft contract (Attachment G).

GENERAL

Risk Management

The risk profile developed as part of the Procurement Plan has been reviewed by the Contract Manager. The risk profile remains low. There are no conflict of interest issues that have been raised throughout the process.

Internal Reporting Requirements

Under the Department's Procurement Processing and Management Policy, contracts must be registered within 5 business days of execution.

External Reporting Requirements

The contract will be reported on the Department's website in accordance with the Senate Order requirements of July 2001 (Murray Motion). As the contract is valued over \$10,000 it will be reported on AusTender within 42 days of entering into the contract, in line with the Commonwealth Procurement Rules (Division 1, Item 7, Reporting arrangements).

Documentation

The documentation is held in TRIM File E23-37885. All relevant documentation leading up to the contract have been filed in accordance with Corporate Business Rule 2: Information Management and Record Keeping.

9. COMPLIANCE WITH FINANCIAL AND PROCUREMENT POLICIES

This procurement was conducted in accordance with the Department's financial and procurement policy framework. The completed Delegate's Checklist is at **Attachment C**.

Risk assessments were conducted as part of the Procurement Plane for each procurement. The risk of using a single contract for both has been assessed as low given the procurements both used the same panel and have the same contract mechanism. This assessment is in line with PAS' advice (Attachment F).

Attachments:


- A. (page 6) Summary of GPMS Delivery Procurement Process and Evaluation Report
- B. (page 19) Summary of WofG Platform Procurement Process and Evaluation Report
- C. (page 30) Delegate's Checklist
- D. (page 32) FBP Funds Availability Advice
- E. (page 34) Accenture's Alternative Proposal
- F. (page 48) PAS Endorsement of Commitment Minute
- G. (page 55) Legal Advice on Contract
- H. (page 62) Draft Contract
- I. (page 143) Approved Procurement Plan for GPMS Delivery DM-22719
- J. (page 243) Approved Procurement Plan for WofG Platform DM-22107
- K. (page 249) Quote Evaluation Plan for WofG Platform DM-22107

Attachment A

Summary of GPMS Delivery procurement and evaluation process

The aim of this procurement process is to establish a prime seller for the provision of GPMS delivery from Release 9 onwards. You approved a procurement plan for this process on 8 March 2024 (Attachment K). This process was supported by PAS.

On 12 March 2024, the RFP was released to s47D, closing on 25 March 2024. s47D s47D. The evaluation team assessed Accenture's response as providing value for money (Attachment A of this minute). s47D, s47E(d) s47D, s47E(d)



During contract negotiations, Accenture provided an alternative proposal which provides approximately s47D in savings for the Commonwealth over the two-year initial term of the contract if the Department enters into a contract term for two years at a value of \$284,960,500.00 (GST Inclusive) (Attachment G of this minute).

Advice was sought from PAS on whether accepting this alternative proposal was compliant with the CPS and PAS advised it was (Attachment H of this minute).

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Australian Government
Department of Health and Aged Care



EVALUATION REPORT

Government Provider Management System Release 9 Onwards RFP

s47E(d)

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| | |
|--|--|
| Delegate’s approval of this Evaluation Report: | <input type="checkbox"/> Approved <input type="checkbox"/> Not approved Notes (if any): |
| Charles Wann Deputy Secretary Corporate Operations Group | Signature & Date |

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1. INTRODUCTION

1.1. Purpose

- 1.1.1. This report seeks approval of the findings outlined in Section 5 – Findings of the Evaluation Committee. This report also seeks approval of the recommendations outlined in Section 10 – Recommendations
- 1.1.2. The Request for Proposal (RFP) uses the Digital Transformation Agency's (DTA) Digital Marketplace, is for the provision of Government Provider Management System delivery from Release 9 Onwards.
- 1.1.3. All personnel who were involved in the RFP evaluation process signed Conflict of Interest and Confidentiality Declarations. No interests were declared.

2. MANAGING THE QUOTATION PROCESS

2.1. Open for Responses

- 2.1.1. Over the period in which the RFP was open for responses:

- s47D

- 2.1.2. Nil requests for clarification were received.

- Nil addenda were released.

2.2. Responses at Closing Time

- 2.2.1. By closure of responses, at 11:59pm AEDST on 25 March 2025 s47D was received from:

- s47D

3. EVALUATION METHODOLOGY

3.1. Evaluation Stages

- 3.1.1. The Procurement Adviser undertook Stage 1: Screening – assessed whether the response was complete and satisfied any mandatory requirements on 3 April 2024.
- Registered the responses at closing time;
- 3.1.2. Evaluation stage 2a was completed individually between 9 April 2024 and 18 April 2024.
- 3.1.3. Stages 2b - s47D, s47E(d) s47D, s47E(d) .

3.2. Evaluation Criteria

- 3.2.1. Responses were assessed against the 'Proposal Request' published evaluation criteria which were:

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OFFICIAL**3.2.2. Mandatory Criteria**

| Criteria | Mandatory Criteria Description | Weighting |
|-------------------------------|---|------------|
| 1. Security cleared resources | Ability to supply the services with resources who are all Australian Citizens with the ability to obtain a baseline security clearance. | Unweighted |

3.2.3. Capability and Technical Assessment Criteria

| Criteria | Description | Weighting |
|---------------|---------------------------------|------------|
| 2. Capacity | Ability to Provide Service(s) | Unweighted |
| 3. Capability | Technical Skills and Experience | Unweighted |

3.2.4. Non-Weighted Pricing Criteria

| Criteria | Description | Weighting |
|----------|--|------------|
| 4. Price | Rate card if vendor proposal is time and materials. Whole of life costs for any fixed price proposal. | Unweighted |

3.3. Risk Assessment

- 3.3.1. A risk assessment of each response assists in the assessment of Value for Money.

3.4. Value for Money Assessment

- 3.4.1. The value for money (VFM) assessment takes into consideration the Evaluation Criteria (including pricing) and identified risk points.

3.5. Evaluation Scoring Details

- 3.5.1. The Evaluation Committee met on 18 April 2024. The Committee, led by the Chair, followed the evaluation process.
- 3.5.2. The Evaluation Committee jointly assessed each response, and together agreed a score and comment or outcome for each criterion and each Stage.

4. FINDINGS OF THE EVALUATION COMMITTEE**4.1. Evaluation Committee**

- 4.1.1. The Evaluation Committee has been selected to evaluate proposals up to the point where the Delegate decides on the outcome of the procurement activity.
- 4.1.2. Each member of the Evaluation Committee signed a Conflict-of-Interest Declaration.
- 4.1.3. The Evaluation Committee comprises:

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| Name | Position | Voting or Non-voting |
|---------------|-----------------------------|----------------------|
| Charles Wann | Delegate | Non-voting |
| s47E(c), s47F | Chair, Evaluation Committee | Voting |
| | Evaluation Committee Member | Voting |
| | Evaluation Committee Member | Voting |

5. FINDINGS OF THE EVALUATION COMMITTEE**5.1. Screening and Compliance Issues**

- 5.1.1. Of the submissions registered at closing, all responses were found to comply with the mandatory criteria and were complete responses.

5.2. Integrity and Probity Issues

- 5.2.1. No integrity or Probity Issues were identified.

5.3. Conflict of Interest Issues

- 5.3.1. No Conflicts of Interest were identified.

5.4. Detailed Evaluation Assessment – Stages 2 and 3

- 5.4.1. Details of the findings of the Evaluation Committee in their Evaluation of Stage 2 Evaluation against the Evaluation Criteria and Stage 3 Pricing Evaluation are in Table 1.
- 5.4.2. The Evaluation Committee members individually read and assessed the responses and, during the meeting on 18 April 2024, agreed on a single consensus score for each seller against the two weighted criteria.
- 5.4.3. No dissenting views are recorded.
- 5.4.4. Pricing was assessed using s47D ' pricing options for a 12 month contract as described in the RFP.

5.5. Economic Benefit to the Australian Economy

- 5.5.1. The benefit to the Australian economy resulting from this procurement activity is significant and outlined in detail in Attachment A.

5.6. Shadow Economy Connect Policy

- 5.6.1. The response included a statement from the Australian Taxation Office showing they have a satisfactory tax record.

5.7. Indigenous Procurement Policy

- 5.7.1. The response included detail on how the entity would meet the minimum requirements of the IPP.

5.8. Australian Industry Participation Policy

- 5.8.1. The response included detail on how the entity would meet the Australian Industry Participation Policy.

5.9. Disclosure of Country of Tax Residency

- 5.9.1. The response included a disclosure of the entity's country of tax residence.

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- 7.1. The Evaluation Committee considered any risks raised regarding each Seller during the evaluation as outlined in Table 1.

8. STAGE 5 VALUE FOR MONEY ASSESSMENT

- 8.1. Achieving value for money is the core rule of CPRs (Commonwealth Procurement Rules). Officials responsible for a procurement must be satisfied, after reasonable enquiries, that a procurement achieves a value for money outcome. When conducting a procurement, officials must consider the relevant financial and non-financial costs and benefits of the submission, including Risk.
- 8.2. Risk and negotiation issues for each seller have been identified (see Table 1) and will be addressed in the negotiation phase.
- 8.3. The detailed evaluation workings of the Committee are provided at Table 1.
- 8.4. The value for money statement is provided at table 1.

9. RECOMMENDATIONS**9.1. Negotiate with Preferred Supplier**

- 9.2. The Evaluation Committee recommends that:

s47D

- 9.3. If negotiations are successful, a contract will be offered to s47D

s47D

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10. ENDORSEMENT BY THE EVALUATION COMMITTEE AND DECLARATION BY THE CHAIR

- I certify that this report accurately reflects the conduct of the evaluation process and the conclusions of the RFP Evaluation Committee members. Evaluation Committee members have endorsed this report and recommendation by signing below.
- The evaluation criteria in the approved Evaluation Plan were replicated to match the RFP documentation.
- Submissions received were evaluated strictly in accordance with the approved Evaluation Plan, using the approved evaluation criteria.
- This Evaluation Report has been examined by the Procurement Adviser and any comments have been incorporated.

| Name | Position | Voting or Non-voting | Signature |
|---------------|-----------------------------|----------------------|---------------|
| s47E(c), s47F | Chair, Evaluation Committee | Voting | s47E(c), s47F |
| | Evaluation Committee Member | Voting | |
| | Evaluation Committee Member | Voting | |

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OFFICIAL**Attachment A – Benefit to Australian Economy**

s 47G

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Attachment B

Summary of the Whole of Government Platform procurement and evaluation process

The aim of this procurement is to engage a suitable seller to provide Design, Delivery, Support and Sustainment services for a whole of government platform. Brian Schumacher, Digital Design and Release Branch Assistant Secretary approved a procurement plan for this process on 8 March 2024 (**Attachment L** to this minute).

On 31 January 2024, the RFQ was released, closing on 14 February 2024. Accenture, along with 4 other vendors provided a detailed response to the RFQ. The evaluation team assessed Accenture's response as providing value for money (**Attachment C** to this minute).

This Evaluation Report was approved on 3 May 2024 by the Assistant Secretary of Digital Design and Release Branch within the Digital Transformation and Delivery Division.

s47D, s47E(d)

s47D, s47E(d) The value for money assessment articulates that Accenture was the preferred vendor. s47D, s47E(d)
s47D, s47E(d)

During contract negotiations, Accenture provided an alternative proposal which provides approximately an additional s47D) in savings for the Commonwealth over the 18-month initial term of the contract. The additional savings are achieved by packaging it up with the GPMS Delivery contract.

Advice was sought from PAS on whether accepting this alternative proposal was compliant with the CPRs and PAS advised it was (**Attachment H** of this minute).



EVALUATION REPORT

The Government Provider Management System Whole of Government Proof of Value/Concept under the Standing Offer Panel – SON3413842 (Digital Marketplace Panel)

Approach to Market ID: DM-22107

(TRIM Reference: E24-11206)

Delegate's approval of this Tender Evaluation Report:

Name: Brian Schumacher

Position: Assistant Secretary, Digital Design & Release
 Branch, Digital Transformation and Delivery Division

☐ Approved ☐ Not approved

(please notate any comments/conditions)

Signature: _____

Date / /

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1. INTRODUCTION

1.1. Background

This is a report on the evaluation of Request for Quotation (RFQ) for the provision of a Government Provider Management System Whole of Government Proof of Value/Concept.

The evaluation is the culmination of:

- Procurement Plan approved by Brian Schumacher on 26 January 2024.
- Quotation Evaluation Plan approved by Brian Schumacher on 26 January 2024.
- The Request For Quote (RFQ) released on 30 January 2024.
- Submissions closed on 13 February 2024.

1.2. Purpose

This report seeks approval of the recommendations outlined in **Section 5 - Recommendations**.

2. MANAGING THE TENDERING PROCESS

2.1. Tendering Process

Over the period open for submissions:

- A total of ^{s47}_{E(d)} suppliers were invited to participate in the RFQ process via the BuyICT Procurement Portal.
- No requests for clarification were received;
- No individually addressed clarification was issued; and no clarification questions were issued to the entire field of suppliers; and
- No Formal Addenda were drafted and posted to the BuyICT Procurement Portal.

Copies of all communications during this period are retained on TRIM E24-11206.

2.2. Submissions Received

^{s47D},
^{s47E(d)} submissions were received electronically via the BuyICT Procurement Portal at the closing time.

^{s47E(d)}



2.4. Variations from the Evaluation Plan

Due to unforeseen circumstances, the Evaluation Team (ET) initially proposed in the approved Quote Evaluation Plan was required to be varied. The new ET for this procurement activity is as per the below.

| Name | Role | Voting or Non-Voting |
|-------------------|--------------------------------|----------------------|
| Brian Schumacher | Delegate | Non-Voting |
| Marina Muttukumar | Endorser | Non-Voting |
| s47E(c), s47F | Chair (Evaluation Team Member) | Voting |
| | Evaluation Team Member | Voting |
| | Evaluation Team Member | Voting |
| | Subject Matter Expert | Non-Voting |
| | Procurement & Commercial Lead | Non-Voting |
| | Probity Advisor | Non-Voting |

2.5. Integrity and Probity Issues

As per paragraph 2.3 of this RFQ Evaluation Report.

2.6. Conflict of Interest Issues

N/A.

2.7. Evaluation Team

As outlined in paragraph 2.4, the ET consisted of:

| Name | Position Title | Branch and Division / Organisation | Role |
|-------------------|-------------------------|--|--------------------------------|
| Brian Schumacher | Assistant Secretary | Digital Design & Release Branch Digital Transformation and Delivery Division | Delegate |
| Marina Muttukumar | A/g Assistant Secretary | Aged Care Services and Sustainability Branch Digital Transformation and Delivery Division | Endorser |
| s47E(c), s47F | Director | Aged Care Services and Sustainability Branch Digital Transformation and Delivery Division | Chair (Evaluation Team Member) |
| | Project Manager | Digital Design & Release Branch Digital Transformation and Delivery Division | Evaluation Team Member |

| | | | |
|---------------|--------------------------------|---|-------------------------------|
| s47E(c), s47F | Solution Architect | Digital Design & Release Branch Digital Transformation and Delivery Division | Evaluation Team Member |
| | Lead, Procurement & Commercial | Digital Design & Release Branch Digital Transformation and Delivery Division | Subject Matter Expert |
| | Procurement & Commercial Lead | Digital Design & Release Branch Digital Transformation and Delivery Division | Procurement & Commercial Lead |
| | Probity Advisor | Corporate, Commercial & Architecture Branch Information Technology Division | Probity Advisor |

3. DETAILED EVALUATION

3.1. Technical Evaluation

The ET conducted a technical evaluation of the tenderer's submission and a summary of the ET's evaluation results against each evaluation criterion is as per the below.

| Tenderer 1 - s47G | s47E(d) | |
|--|------------------------|--|
| Criterion | Weighting (out of 100) | |
| Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. | 40 | |

s47E(d)

| | |
|---|----|
| | |
| Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. | 60 |

Tenderer 2 - s47G

| Criterion | Weighting (out of 100) |
|---|---------------------------|
| Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. | 40 |
| Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. | 60 |

Tenderer 3 - s47G

| Criterion | Weighting (out of 100) |
|--|---------------------------|
| Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. | 40 |

s47E(d)

Technical Skills and Experience 60
 Technical skills and experience of resources proposed to undertake the services.

Tenderer 4 - s47G

| Criterion | Weighting (out of 100) |
|---|---------------------------|
| Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. | 40 |
| Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. | 60 |

Tenderer 5 - s47G

| Criterion | Weighting (out of 100) |
|--|---------------------------|
| Ability to Provide Service(s) Capacity to provide the resources | 40 |

| | |
|---|----|
| required by the proposed commencement date. | |
| Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. | 60 |

s47E(d)

Further information regarding the technical evaluation can be found within the Combine Evaluation Scoring Sheet at Attachment A.

3.2. Pricing Evaluation & Whole-of-life Costs

s47E(d)

3.3. Risk Evaluation

s47E(d)

s47E(d)

4. VALUE FOR MONEY ASSESSMENT

As part of the overall Value For Money (VFM) assessment, the ET considered the following:

- The quality of the goods and services
- Fitness for purpose of the proposal
- The potential supplier's relevant experience and history
- Flexibility of the proposal (including innovation and adaptability over the lifecycle of the procurement);
- Risks; and
- Whole-of-life-costs.

s47E(d)

s47E(d)

5. RECOMMENDATIONS

5.1. Engage a Supplier

As outlined above, the ET recommends the following:

- Tenderer 1 (Accenture) be selected as preferred tenderer and offered a contract; and
- Advise the unsuccessful tenderers that they were unsuccessful after a contract is executed.

6. ATTACHMENTS

- A. Combine Evaluation Scoring Sheet
- B. Procurement and Commercial Lead Independent Pricing Assessment
- C. Department of Health and Aged Care - Risk Matrix.xlsx

7. DECLARATION BY THE CHAIR OF THE EVALUATION TEAM

- I certify that this report accurately reflects the conduct of the evaluation process and the conclusions of the tender evaluation team members. The project file TRIM E24-11206 contains endorsement of the tender evaluation team members to this report and recommendation.
- The evaluation criteria in the approved Evaluation Plan was replicated to match the Request for Request for Quotation (RFQ) documentation.
- Submissions received were evaluated strictly in accordance with the approved Evaluation Plan, using the approved evaluation criteria.
- This Evaluation Report has been examined by Procurement and Commercial Lead and any comments have been incorporated.

s47E(c), s47F

Signature

Name:

s47E(c), s47F

Position: Evaluation Committee Chair

Date: 17/1/2024



Procurement Information for Delegates

Background

The Public Governance, Performance and Accountability Act 2013 (PGPA Act) is the cornerstone legislation of the Commonwealth Resource Management Framework.

The Commonwealth Procurement Rules (CPR's) are the keystone of the government's policy framework. The rules enable entities to design procurement processes that are robust and transparent while permitting innovative solutions that reflect the scale, scope and risk of the desired outcome.

Procurement encompasses the whole process of procuring goods and services. It begins when a need has been identified and a decision has been made on the procurement requirement.

Achieving value for money is the core rule of the CPR's. Officials responsible for procurement must be satisfied, after reasonable enquires, that the procurement achieves a value for money outcome.

Officials are required to undertake procurement and contracting activities in an efficient, effective, economical and ethical manner that achieves value for money in a whole-of-process way.

Health's Accountable Authority Instruction's (AAI) and applicable Finance Business Rules (FBR's) must be followed in all instances of procurement within the Department.

Procurement Thresholds

The procurement thresholds (including GST) are:

- for non-corporate Commonwealth entities, other than for procurements of construction services, the procurement threshold is \$80,000;
- for Prescribed Corporate Commonwealth Entities, other than for procurements of construction services, the procurement threshold is \$400,000; or
- for procurements of construction services by relevant entities, the procurement threshold is \$7.5 million.

Procurements valued over the thresholds must be conducted through either an:

- Open Tender;
- Panel (either Whole of Government, Health or other agency); or
- Limited Tender (only when Division 2 and/or Appendix A of the CPR's can be satisfied).

The Procurement Method Decision Tree will help determine the appropriate method for your procurement.

A procurement must not be divided into separate parts solely for the purpose of avoiding a relevant procurement threshold. When the maximum value of a procurement over its entire duration cannot be estimated, the procurement must be treated as being valued above the relevant procurement threshold.

Relevant Links and Contacts

[PGPA Act](#) | [CPR's](#) | [AAI's](#) | [FBR's](#) | [Procurement Intranet](#) | **Procurement Advisory Services (PAS) Section**

Contact PAS via phone on 02 6289 5924 or email [s47E\(d\)@health.gov.au](mailto:s47E(d)@health.gov.au)

Attachment A - Key Considerations for Delegates

Before exercising a delegation to approve the commitment of funds - PGPA Act Section 23 (3) - or enter into an arrangement - PGPA Act Section 23 (1), Delegates need to assure themselves that the procurement is compliant and documented:

| Checklist Item (To be completed by Procuring Official) | Checked |
|--|---|
| Approval documentation clearly identifies what is being procured, total cost and length of contract | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Do I have the correct delegation to approve the requested expenditure | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is there sufficient budget available to commit expenditure for this procurement (Financial Business Partner confirmation) including expenditure beyond the current financial year? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the process undertaken compliant with PGPA, CPR's, AAI's and FBR's | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If applicable, has the procurement process considered and applied a Whole of Government Panel | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| If applicable, does the Indigenous Procurement Policy apply to the procurement, and if a suitable supplier cannot be identified has this been clearly documented. If your Planned procurement is estimated to be above \$7.5 million you must consult procurement.advice@health.qov.au to ensure compliance to the policy. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Identified an existing panel arrangement to provide the goods or services | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| If a limited tender was undertaken, can the Limited Tender satisfy a condition for limited tender from CPR (10.3) or CPR Appendix A (over the relevant threshold) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Have any probity issues (perceived or real) been considered, documented and mitigated | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| For all Covered Procurements (over \$80,000 and covered by Div. 1 and 2 of the CPR's) you must ensure you comply with the requirements under the Government Procurement Judicial Review Act, 2018 . Seek advice from PAS if you are unsure. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| If approval for PGPA Act Section 60 (indemnities/contingent liabilities) is required has it been documented and approval obtained, prior to Section 23 (3) approval | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Risk (WHS and procurement) has been considered and where necessary have put in steps to mitigate | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| The correct contract to procure the goods or services (for example Commonwealth Contracting Suite, panel Official/Work Order or ICT source contract) is being used | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If required, has legal advice been obtained (for example review of changes to contractual terms and conditions) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Has correctly assessed any applied requests to keep certain information within the resultant contract confidential | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Has Procurement Advisory Services (PAS) reviewed and endorsed the procurement process and associated documents | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Stored all relevant procurement documentation in TRIM | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

From: s47E(c), s47F on behalf of [FBP ITD](#)
To: s47E(c), s47F
Cc: s47E(c), s47F
Subject: RE: Funds availability [SEC=OFFICIAL]
Date: Thursday, 16 May 2024 1:52:14 PM
Attachments: [image002.png](#)
[image003.png](#)

Hey s47E(c),
s47F

As budgets are yet to be allocated for 2024-25 and 2025-26, we are not able to comment on funds availability next financial year. DTDD have commenced their business planning work for next financial year which will inform the distribution of the divisional allocation down to branch level however, until this work is completed, the Delegate will need to assume the risk of meeting the ongoing costs for these renewals.

If the delegate deems this work critical to business delivery, they can approve and if a financial pressure is created we can work collaboratively to find a mitigation strategy in 2024-25.

Kind regards

s47E(c)
s47F

s47E(c), s47F

Finance Business Partner | Health IT

***Please note I work Part-Time Monday to Thursday**

Financial Management Division | Corporate Operations Group

Finance Business Support Branch

Australian Government Department of Health and Aged Care

T: 02 6289 s47E(c) E: s47E(c), s47F [@health.gov.au](mailto:s47E(c), s47F@health.gov.au)

Location: Sirois 4.S.234

PO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F @Health.gov.au>

Sent: Wednesday, May 15, 2024 8:47 AM

To: s47E(d) @health.gov.au>

Cc: s47E(c), s47F @health.gov.au>; s47E(c), s47F

s47E(c), s47F @Health.gov.au>

Subject: Funds availability [SEC=OFFICIAL]

s47E(c),
s47F

The Division has been in negotiations with Accenture s47D, s47E(d) s47D, s47E(d). As a result DTDD executive (this has included initial consultation with Charles Wann) has agreed in principle to a two year Commitment of funds to the value of \$284,960,500 GST Inclusive. The May Budget announcement has confirmed \$1.2Billion to continue digital transformation initiatives, particularly around the New Aged Care Act. Accenture s47D, s47E(d).

Can you please confirm funds availability for \$284,960,500 GST Inclusive over the next 2 financial years.

Let me know if you have any questions on this.

Regards

s47E(c), s47F

Lead – Procurement & Commercial

Digital Transformation and Delivery Division | Corporate Operations Group
Australian Government Department of Health and Aged Care
M: s47E(c), s47F | E: s47E(c), s47F [@health.gov.au](mailto:s47E(c), s47F@health.gov.au)

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By The Department Of Health And Aged Care

Aged Care Transformation Program

Extension of Services from
1 July 2024

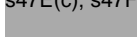
v1.0

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Thank you

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Freedom Of Information Act 1982
By The Department Of Health And Aged Care

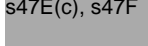
From: s47E(c), s47F
To: 
Cc: 
Subject: RE: PAS Endorsement of Commitment Approval Minute - Third Draft.docx [SEC=OFFICIAL]
Date: Wednesday, 19 June 2024 10:37:45 AM
Attachments: [image001.png](#)

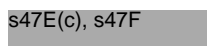
Hi s47E(c), s47F 

Note, the decision to combine the requirements of both RFQ's into a single contract, was made without PAS involvement. However, both approaches were made to the same panel and the successful supplier would be engaged under the same terms and conditions reduces the risk of now capturing under one arrangement for the department to manage.

Additionally, if during the negotiation process the department has negotiated additional savings to the preferred tenderer's original submission which has not substantially changed the original scope of the requirement then this would sit be acceptable as it has still been assessed as representing value for money.

Regards

s47E(c), s47F 




s47E(c), s47F 

Director Procurement Advisory Services

Financial Management Division | Corporate Operations Group
 Strategic Procurement Branch
 Australian Government Department of Health and Aged Care
 T: 02 6289 s47E(c), s47F E: s47E(c), s47F [@health.gov.au](mailto:s47E(c), s47F@health.gov.au)
 Location: S s47E(c), s47F uilding 3, S.149
 GPO Box 9848, Canberra ACT 2601, Australia

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The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s47E(c), s47F @Health.gov.au>
Sent: Tuesday, June 18, 2024 4:15 PM
To: s47E(c), s47F @health.gov.au>
Cc: s47E(c), s47F @Health.gov.au>
Subject: RE: PAS Endorsement of Commitment Approval Minute - Third Draft.docx [SEC=OFFICIAL]
Importance: High

s47E(c),
s47F 

Brian Shumacher in reviewing the minute has asked that I just confirm and clarify with you that

you are comfortable with the approach that has been taken with the two RFQ's resulting in a single contract. Specifically that you are comfortable that the GPMS (\$250M) is having its Evaluation approved by DCEO at the same time as accepting a proposal to include the Whole of Government proposal from Accenture.

Attached is an updated version, content is essentially the same but restructured for ease of reading. Also note that your concerns on the evaluation report deviation has been included in Attachment A and B.

Happy to have a quick chat to clarify this.

Regards

s47E(c),
s47F

From: s47E(c), s47F <[REDACTED]@health.gov.au>
Sent: Thursday, June 6, 2024 3:07 PM
To: s47E(c), s47F <[REDACTED]@Health.gov.au>
Cc: s47E(c), s47F <[REDACTED]@Health.gov.au>
Subject: RE: PAS Endorsement of Commitment Approval Minute - Third Draft.docx
 [SEC=OFFICIAL]

Hi s47E(c),
s47F

Thank you, reviewed and no suggested changes.

Regards

s47E(c),
s47F

s47E(c), s47F

Director Procurement Advisory Services

Financial Management Division | Corporate Operations Group
 Strategic Procurement Branch
 Australian Government Department of Health and Aged Care
 T: 02 6289 s47E(c), s47F E: s47E(c), s47F <[REDACTED]@health.gov.au>
 Location: Sirius Building 3.S.149
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F <[REDACTED]@Health.gov.au>
Sent: Thursday, June 6, 2024 7:49 AM

To: s47E(c), s47F <[REDACTED]@health.gov.au>
Cc: s47E(c), s47F <[REDACTED]@Health.gov.au>
Subject: RE: PAS Endorsement of Commitment Approval Minute - Third Draft.docx
 [SEC=OFFICIAL]
Importance: High

Good Morning s47E(c), s47F

I have updated the Commitment Minute as discussed. The updates are in the Background/Context section and highlighted in yellow for ease of reference. I have attached the Procurement Plan for DM-22719 of which Attachment C has the evaluation plan containing the scoring matrix used for that evaluation. I have attached the Quote Evaluation Plan for DM-22107 which contains the scoring matrix used for that evaluation. s47E(d)

As always, if you have any questions, please do not hesitate to contact me on Webex or s47E(c), s47F

s47E(c), s47F

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care
 M: s47E(c), s47F
 Location: Sirius Building
 PO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F <[REDACTED]@health.gov.au>
Sent: Thursday, May 30, 2024 2:34 PM
To: s47E(c), s47F <[REDACTED]@Health.gov.au>
Cc: s47E(c), s47F <[REDACTED]@Health.gov.au>
Subject: RE: PAS Endorsement of Commitment Approval Minute - Third Draft.docx
 [SEC=OFFICIAL]

Hi s47E(c), s47F

s47E(d), s47D

No other concerns with the minute.

Regards

s47E(c),
s47F

s47E(c), s47F

Director Procurement Advisory Services

Financial Management Division | Corporate Operations Group
Strategic Procurement Branch

Australian Government Department of Health and Aged Care

T: 02 6289 s47E(c), s47F E: s47E(c), s47F @health.gov.au

Location: Sirius Building 3.S.149

GPO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F @Health.gov.au>

Sent: Thursday, May 30, 2024 10:21 AM

To: s47E(c), s47F @health.gov.au>

Cc: s47E(c), s47F @Health.gov.au>

Subject: PAS Endorsement of Commitment Approval Minute - Third Draft.docx [SEC=OFFICIAL]

Good Morning s47E(c),
s47F

Really appreciate you taking the time to review the Minute to Charles. There has been a couple of changes and we would like you to review the updated Minute and provide PAS endorsement. This endorsement will become Attachment F.

1. We have added a section on seeking Ministerial approval to exceed the DTA's the Digital Sourcing Contract Limits and Reviews Policy.
2. A separate RFQ resulted in Accenture being the preferred vendor. During contract negotiations, we were able to secure an additional saving of up to s 47D f we packaged the work up in the same contract as the GPMS delivery contract so the Minute now incorporates both RFQ processes.
3. I have reviewed the evaluation report for DM-DM-22719, all references are to non-weighted criteria as there are no weighted criteria. Let me know if I have misunderstood your comment.

I have attached the minute and all the attachments. Let me know if you need anything else.

As always, if you have any questions, please do not hesitate to contact me on Webex or s47E(c),
s47F

s47E(c), s47F

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care
 M: s47E(c), s47F
 Location: Sirius Building
 PO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F @Health.gov.au>
Sent: Friday, May 24, 2024 11:41 AM
To: s47E(c), s47F @health.gov.au>
Cc: s47E(c), s47F @Health.gov.au>
Subject: RE: Commitment Approval Minute - Second Draft.docx [SEC=OFFICIAL]

s47E(c),
 s47F

Can you please make that correction and add the Ministers approval, noting we just re-confirming with DTA that that remains current, and then send to Adam again.

Thanks

s47E(c),
 s47F

From: s47E(c), s47F @health.gov.au>
Sent: Friday, May 24, 2024 11:29 AM
To: s47E(c), s47F @Health.gov.au>
Subject: RE: Commitment Approval Minute - Second Draft.docx [SEC=OFFICIAL]

Hi s47E(c),
 s47F

Note in the evaluation report there is an error in the wording above the weighted criteria, referring to as Non-weighted.

Additionally, has the information about the approval about the Finance minister approval should be included.

Regards

s47E(c),
 s47F

s47E(c), s47F
 Director Procurement Advisory Services
 Financial Management Division | Corporate Operations Group
 Strategic Procurement Branch
 Australian Government Department of Health and Aged Care
 T: 02 6289 s47E(c), s47F | E: s47E(c), s47F @health.gov.au
 Location: Sirius Building 3.S.149
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From: [REDACTED] <[REDACTED]@Health.gov.au>
Sent: Friday, May 24, 2024 9:37 AM
To: [REDACTED] <[REDACTED]@health.gov.au>
Subject: FW: Commitment Approval Minute - Second Draft.docx [SEC=OFFICIAL]

From: [REDACTED]
Sent: Thursday, May 23, 2024 10:18 AM
To: [REDACTED] <[REDACTED]@health.gov.au>
Cc: [REDACTED] <[REDACTED]@Health.gov.au>
Subject: FW: Commitment Approval Minute - Second Draft.docx [SEC=OFFICIAL]

[REDACTED]
[REDACTED]

We would appreciate your review of the attached evaluation and Commitment for Accenture. Please note the following:

- [REDACTED]
- During discussions with Accenture for this new contract we were able to negotiate significant value if we committed to 2 years with a spend of **\$284,960,500.00** (GST Inclusive). The total potential savings are around [REDACTED]. We have already informally walked Charles through the proposal and he is supportive.

Let us know if there is anything you would like us to change or add, or if you would like us to discuss further.

Many thanks

[REDACTED]

Lead – Procurement & Commercial

Digital Transformation and Delivery Division | Corporate Operations Group
Australian Government Department of Health and Aged Care

M: [REDACTED] | E: [REDACTED] <[REDACTED]@health.gov.au>

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Official: Sensitive

Procurement Plan Agreement and Approval for Request for Proposal

Government Provider Management System Release 9 Onwards RFP

To: Charles Wann, Deputy Secretary, Corporate Operations Group (COG)**Through:** Fay Flevaras, First Assistant Secretary, DTDD

Amanda Smith, Acting Assistant Secretary, DTDD, Transformation & Quality Branch

RECOMMENDATIONS:

| | |
|---|--|
| <p>APPROVE an Approach to Market (ATM) through the release of a Request for Proposal (RFP) using the Digital Transformation Agency's (DTA) Digital Marketplace as per this Procurement Plan and its Attachments (including the Evaluation Plan), to establish s47E(d) for the provision for the provision of Government Provider Management System delivery from Release 9 onwards for a period of 12 months with 2 x 12 months extension options.</p> <p>The following seller will be approached to provide a proposal:</p> <ul style="list-style-type: none"> Accenture Australia Pty Ltd, ABN 49 096 776 895 (Accenture); <p>It is envisaged that Accenture will be recommended to the Delegate and will be invited to negotiate a contract for the services.</p> <p>Request for Proposal documents are at Attachment A.</p> | <p>Approved Please Discuss</p> |
| <p>NOTE estimated value of \$84,000,000.00 (GST inclusive) for the initial 12 month term. The contract will have 2 x 12 month options to extend. The Finance Business Partner has identified that there the projects associated with the existing contract and the proposed variation do not currently have sufficient allocated budgets. (Attachment B).</p> | <p>Noted Please Discuss</p> |
| <p>NOTE the Indigenous Procurement Policy (IPP) requirements are specified at Section 15 of the draft contract.</p> | <p>Noted Please Discuss</p> |
| <p>NOTE the overall Risk Profile of this procurement is Low (Attachment D).</p> | <p>Noted Please Discuss</p> |
| <p>NOTE Procurement Advisory Services (Attachment F) and Independent Probity advice (Attachment G) support for this procurement process.</p> | <p>Noted Please Discuss</p> |
| <p>APPROVE the Evaluation Plan for this procurement (Attachment C).</p> | <p>Approved Please Discuss</p> |

Charles Wann, Deputy Secretary, Corporate Operations Group (COG)

s47E(c), s47F

Date: ~~February 2024~~ 8 March 2024

Official: Sensitive

PROCUREMENT PLAN

1. PROCUREMENT AIM AND JUSTIFICATION

Aim:

Establish ^{s47E(d)} for the provision of Government Provider Management System delivery from Release 9 onwards for a period of 12 months with 2 x 12 months extension options.

Justification for Single Seller RFP:

All of DTDD's Professional Services and Managed Services contracts use Buy ICT's marketplaces. This procurement approach will occur using the Digital Marketplace Panel, Standing Offer Notice 3413842.

Rule 9.12 of the Commonwealth Procurement Rules states:

Procurements from standing offers

9.12 Procurements from an existing standing offer are not subject to the rules in Division 2 of these CPRs. However, these procurements must comply with the rules in Division 1.

The Department of Finance's official advice from their page [Procuring from a Panel – Panels 101](#) advises the following:

9. *As advised at paragraph 9.14 of the CPRs, wherever possible, you should approach more than one supplier on a Panel for a quote. Even though value for money has been demonstrated for the supplier to be on a panel, you will still need to demonstrate value for money when engaging from a Panel, and competition is one of the easier ways to demonstrate this.*
 - a. *Where you only approach one supplier, you should provide your delegate with reasons on how value for money will be achieved in the procurement.*

The following reasons ^{s47E(d)} able to deliver a value for money outcome:

- The market is extremely tight for Salesforce expertise.

- ^{s47G}

- The Department has established new contracts with 10 vendors including ^{s47G}, ^{s47E(d)}

As an outcome of the Aged Care Royal Commission the Government committed initial funding for the Aged Care digital transformation work in the 2021/22 financial year. A competitive market test was conducted during 2021 through the Digital Marketplace for the first phase of work to replace the National Application Providers System (NAPS), the central system to manage all aged care providers, with a new system called the Government Provider Management System (GPMS).

The total value of the program that the Government has agreed to fund, so far, is over \$300m, with further significant initiatives expected through and the 2024/25 Budget.

The new GPMS system will replace NAPS and provide significant improvements for providers interacting with Health and other Government agencies. This platform has formed the foundation platform for all future digital transformation activities.

Accenture won the competitive tender for this work and commenced in 2022. The work under this contract continued through to February 2023 following which Accenture were successfully awarded a second contract which is likely to end 30 June 2024. Key deliverables from these two contracts included:

- Design, delivery and implementation of key components of the core GPMS platform to meet Royal Commission findings.

- Design, development and implementation of Star Ratings and Quality Indicators – to provide information to providers and citizens on the performance of aged care providers.
- Design, development and implementation of Quarterly Financial Reporting for aged care providers.

This work culminated in the delivery of the core GPMS components in November 2023 and further key enhancements and stability work on this platform scheduled for February (Release 7) and June 2024 releases (Release 8).

The Government has approved a plan of work that will substantially reform the current Aged Care Act and will result in major digital transformation of the aged care capabilities. This will become the focus of Release 9 (November 2024) and future ICT development work. DTDD is also moving to a new methodology to deliver on the releases that takes into account the scale of work and learnings from the last few years of development that provides a balance of delivery, quality and change management for aged care providers.

As a result of this major refocus, it is appropriate to seek a new proposal from and enter into a new contract with, Accenture for these future services.

Accenture ^{s47G}

^{s47G}

^{s47G}

^{s47E(d)}

The Department went to Market through the Digital Marketplace to establish a pre-qualified arrangement with leading Solution Integrators. 27 sellers were invited to submit a response, 13 provided a response and 12 were selected to be part of a pre-qualified arrangement, Accenture was successful in being selected as

^{s47D, s47E(d)}

Since February 2023 the Department has established new contracts under this arrangement with 10 vendors. This included establishing a new contract with Accenture. ^{s47D, s47E(d)}

^{s47D, s47E(d)}

^{s47D, s47E(d)}

Through broadening the vendor competition and improved pro-active management of Accenture contracts, the Department has and is achieving improved quality and savings from the company, and we expect this to continue into 2024. ^{s47D, s47E(d)}

^{s47D, s47E(d)}

1. Estimated PROCUREMENT TIMETABLE

| Activity | Proposed Dates – Stage 1 |
|-----------------------------------|--------------------------|
| Distribution of RFP to supplier/s | 11 March 2024 |

| | |
|----------------------------|---|
| Closing Date for Responses | 25 March 2024 |
| Contract Start Date | 1 July 2024 |
| Contract End Date | 30 June 2025 |
| Extension Options | Extensions of up to 2 x 12 Months (for further work packages) |

2. DETAILED ESTIMATE OF COSTS

The value of the proposed ATM for the first contract is estimated as \$84,000,000.00 (GST inclusive). This estimate is based off a \$7 million per month GST Inc cost.

Approval to exercise any extension, option or renewal will be sought prior to extending the arrangement.

The expenditure is proposed as follows:

| Financial Year | Amount |
|--|-----------------|
| 24/25 (initial contract term) | \$84,000,000.00 |
| Total Estimated Expected Maximum Value | \$84,000,000.00 |

Funding will primarily be through New Policy Proposals already approved by Government ^{s47E(d)}

^{s47E(d)}

Required expenditure will be reconfirmed, and direction of the delegate sought again once the RFP response is reviewed and assessed with regard to the cost of the initial contract term.

INDIGENOUS PROCUREMENT POLICY

The Indigenous Procurement Policy requirements are specified in the Work Order, requiring the vendor to comply with the Mandatory Minimum Requirements for Indigenous Participation and report on them where the contract meets the IPP thresholds.

3. PROCUREMENT METHOD

The services procured under the Proposal will be via a new Work Order under the DTA Digital Marketplace Master Agreement. A draft Work Order is at Attachment E.

The Department will comply with all DTA policies in relation to maximum contract term and contract values.

If a suitable response is not received, this Procurement Plan will be reassessed, and an alternative process may be considered.

4. STAKEHOLDER CONSULTATION

Consultations were held with Delivery, Commercial and Procurement teams and financial input was sought by DTDD Finance Business Partners and independent probity advice was sought.

5. RISK ENGAGEMENT

Risk for this procurement has been assessed as Low as per Attachment D. Risks will continue to be monitored throughout the process and reported to the Delegate as appropriate.

6. DOCUMENT DISTRIBUTION AND RECEIPT

Documentation will be handled in line with the requirements of the DTA panel arrangement.

7. PROPOSAL PROCESS

The RFP will be released to the Seller via the DTA's BuyICT Portal.

The RFP will be returned to the Department via the DTA's BuyICT Portal at the designated closing time, unless an extension is approved.

8. EVALUATION

The evaluation process is outlined in the Evaluation Plan which is **Attachment C**.

9. EVALUATION COMMITTEE

The Evaluation Committee will evaluate Accenture's proposal(s) to ensure the Commonwealth will receive value for money and make a recommendation to the Delegate on whether to proceed to contract negotiations and, if successfully concluded, contract execution.

The Evaluation Committee and their respective roles are detailed in the Evaluation Plan (Attachment C).

10. CONTACT OFFICER

| Date Completed | Contact Name | Position Title | Division/ Branch | Contact Email |
|------------------|---------------|---------------------|---------------------|------------------------|
| 29 February 2024 | s47E(c), s47F | Procurement Officer | DTDD | s47E(d) @Health.gov.au |

Attachments:

- A. Request for Proposal
- B. Funding Confirmation
- C. Evaluation Plan
- D. Procurement Risk Profile
- E. Draft Work Order
- F. Procurement Advisory Services Support
- G. Probity advice

Request for Proposal for Government Provider Management System - Release 9 Onwards under the Digital Marketplace Standing Offer Notice SON3413842

1. Purpose:

- 1.1. To procure professional services for the design, build, test and warranty of the Government Provider Management System for Release 9 onwards for 12 months.

2. Background:

- 2.1. As an outcome of the Aged Care Royal Commission the Government committed initial funding for the Aged Care digital transformation work in the 2021/22 financial year to replace the existing National Application Providers System (NAPS) with a new centralised aged care provider digital capability called the Government Provider Management System (GPMS).
- 2.2. Since that initial funding, the Government has continued to invest and scale out this capability over the next 2 years with the Department implementing the following capabilities:
 - Design, delivery and implementation of key of the core GPMS platform-to meet Royal Commission findings.
 - Design, development and implementation of Star Ratings and Quality Indicators – to provide information to providers and citizens on the performance of aged care providers.
 - Design, development and implementation of Quarterly Financial Reporting for aged care providers.
- 2.3. This work culminated in the delivery of the core GPMS components in November 2023 with further key enhancements and stability work on this platform scheduled for February 2024 (Release 7) and June 2024 (Release 8).
- 2.4. The Government has approved a plan of work that will substantially reform the current Aged Care Act that will result in major digital transformation of aged care capabilities and require further enhancement and capability development of the GPMS platform and related capabilities. This will become the focus of Release 9 (November 2024) and future ICT development work.
- 2.5. The Department is moving to a new methodology to deliver on future releases that takes into account the scale of work and learnings from the

last few years of development and that provides a balance of delivery, quality and change management for aged care providers.

- 2.6. As a result of this major refocus, the Department is taking the opportunity to establish a new contract for these pieces of work. This Request for Proposal seeks a proposal that will meet the requirements detailed in this RFP. In addition to submitting a proposal that fully meets the requirements, the Seller may offer an alternative proposal(s). Any alternative proposal will be evaluated to ensure it represents greater value for money to the Department.

3. Requirement [can be a separate Statement of Requirement to be attached]

3.1. The seller is required to provide the following:

- a. Ability to supply the services with resources who are all Australian Citizens and security assessed (Baseline minimum).
- b. Ability to provide the resources required by 1 July 2024.
- c. The quality and skills of the resources provided
- d. The experience, expertise, methodology, accelerators and other value added services the Seller can provide to deliver value for money outcomes for the Department.
- e. Provide and manage a team of over 100 multi discipline resources working on multiple streams to develop, enhance, and support Aged Care reforms on the newly established GPMS capability. Key resource and delivery capabilities required in include:
 - a. Designers to assist with requirement definition and articulation;
 - b. Architects to assist in solution design of requirements based on Department enterprise architecture, roadmap and standards;
 - c. Project leads to manage engagements and streams of work;
 - d. Scrum masters to manage scrum teams in the delivery of backlogs;
 - e. System analysts to capture and document requirements;
 - f. Salesforce and Mulesoft developers and engineers to configure and deliver on the requirements;
 - g. Testers to develop, execute and manage testing of the delivered solutions; and
 - h. Other specialist resources as required to meet workstream outcomes.
- f. Provide expertise in management of large scale transformational programmes of work. Bringing strategic leadership, best practice, accelerators and technology expertise to support the digital reforms.

4. Pricing

- 4.1. The Seller is to provide a rate card of its team and identify where any discounts might apply for length of engagement or for multiple resources. This price must not exceed the rates offered by the seller under their RFP response to Health for the Supplementary Teams Arrangement Health E22-292004.
- 4.2. The Seller may *additionally* provide an alternative proposal which has an alternative pricing option rather than using the Supplementary Teams Arrangement Health E22-292004 rate card.

5. Key Dates

| Activity | Date |
|---------------------------------------|----------------------------|
| Release of Request for Proposal (RFP) | DATE |
| Enquiry Cut-off Time | DATE 23:59 hrs AEST |
| Closing Time | DATE 23:59 hrs AEST |
| Commencement Date of Services | 1 July 2024 Or Insert date |

- 5.1. Responses to this RFP MUST be submitted by the Closing Time. Late responses will be excluded from participation in this RFP process.

6. Response is via the DTA Portal.

- 6.1. By submitting a response to this RFP, the seller accepts the terms and conditions as set out in this request, Master Agreement and the BuyICT terms. Sellers must advise any terms and conditions they do not or partially comply with at the time of responding to this RFP.
- 6.2. All responses must be submitted through the BuyICT portal. BuyICT will not accept late responses and sellers will be unable to submit a response once the opportunity has closed.
- 6.3. Sellers are responsible for any costs associated with responding to this RFP.

6.4. The Buyer will accept responses in .DOCX .XLSX .PPT or .PDF format.

7. Validity Period

7.1. Your response remains valid for a period of up to 3 months from the RFP Closing Time.

8. Work, Health and Safety

8.1. As per clause 19 of the Comprehensive Terms.

9. Security Requirements

9.1. All Personnel working within the Buyers environment and dealing with the Buyer's Personal Identifiable Information (PII) must:

- hold a current or be able to obtain and hold a minimum Security Clearance of Baseline
- be able to provide the Buyer with a Police Check which is no older than 6 months of age from execution of this Work Order
- all Security Clearance and Police Check costs are the responsibility of the Seller
- all Nominated Personnel must complete the mandatory Buyer training (within the designated timeframe allotted within the online training portal):
 - work, health and safety training
 - security awareness training
 - any other training.

9.2. An exception may apply to the above requirement for certain roles or work where it meets the Buyer requirements for cyber security, privacy, and value for money requirements.

10. Additional Terms and Conditions

10.1. The Work Order will incorporate the following additional Terms and Conditions:

| Clause | Clause wording |
|--------|---------------------|
| All | Comprehensive Terms |

11. Evaluation Criteria

11.1. The Sellers response will be assessed against the following unweighted evaluation criteria:

Mandatory Criteria

| Criteria | Mandatory Criteria Description |
|-------------------------------|---|
| 1. Security cleared resources | Ability to supply the services with resources who are all Australian citizens with the ability to obtain a baseline security clearance. |

11.2. Failure to meet the Mandatory Criteria will result in the exclusion of the seller's response from further consideration.

Non-Weighted Criteria

| Criteria | Description |
|---------------|---|
| 2. Capacity | Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. |
| 3. Capability | Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. |

Pricing

| Criteria | Description |
|----------|--|
| 4. Price | Rate card if vendor proposal is time and materials. Whole of life costs for any fixed price proposal. |

11.3. The Evaluation Criteria may be modified by issuing an addendum prior to the RFP Closing Time.

11.4. The Buyer seeks value-for-money in requesting a proposal from the Seller. The extent to which the Seller has demonstrated that its fees, when considered in conjunction with all other evaluation criteria and information considered (including insurances held or proposed to be procured,

technical, commercial and legal risks and referee reports if sought) constitutes value for money.

12. Economic Benefit to the Australian Economy

- 12.1. The Seller should provide detail on how their proposal (and any alternative proposal) provides an economic benefit to the Australian economy.

13. Shadow Economy Procurement Connect Policy

- 13.1. The Seller should provide a statement from the Australian Taxation Office showing they have a satisfactory tax record.

14. Indigenous Procurement Policy

- 14.1. The Seller should provide detail on how it will meet the minimum requirements of the Indigenous Procurement Policy (IPP) for their proposal (and any alternative proposal).

15. Australian Industry Participation Policy

- 15.1. The Seller should provide detail on how it will meet the Australian Industry Participation Plan for their proposal (and any alternative proposal).

16. Disclosure of Country of Tax Residency

- 16.1. The Seller is required to provide their country of tax residency (including their ultimate parent entity's country of tax residence)

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Freedom of Information Act 1982
By The Department of Health And Aged Care

From: s47E(c), s47F on behalf of [FBP ITD](#)
To: s47E(c), s47F
Cc: [DTDD Procurement & Commercial](#); [FBP ITD](#); s47E(c), s47F;
s47E(c), s47F
Subject: RE: Funding Advice for GPMS Delivery Contract [SEC=OFFICIAL]
Date: Tuesday, 23 January 2024 1:48:03 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Hi: s47E(c),
s47F

Thank you for reaching out regarding the Request for Proposal for the design, build, test and release of the Government Provider Management System for release s47E(d)

After reviewing the details and assessing the current financial landscape, it is essential to highlight that the projects associated with the existing contract and the proposed variation do not currently have sufficient allocated budgets. Consequently, we would need to await the outcome from the upcoming 2024/25 May Federal Budget allocation to accommodate the requested increase in contract value.

In the event that the May budget falls short of requirements, there could be potential implications for the department's ability to fulfill the increased contract value.

I recommend proceeding with caution and to await the 2024/25 May Federal budget outcomes, it's crucial to acknowledge the uncertainty and potential risks associated with this funding avenue.

Should you have any further questions or if there are additional details you'd like to discuss, please feel free to reach out.

Kind Regards,

s47E(c), s47F

Finance Business Partner

Financial Management Division | Corporate Operations Group
Financial Business Support Branch
Australian Government, Department of Health and Aged Care
T: 02 6289 s47E(c), s47F | E: s47E(c), s47F [@health.gov.au](#)
PO Box 9848, Canberra ACT 2601, Australia
Team Mailbox: E: s47E(d) [@health.gov.au](#)

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

100 years signature block_ver32



From: [REDACTED]@Health.gov.au>
Sent: Monday, 15 January 2024 11:50 AM
To: [REDACTED]@health.gov.au>
Cc: [REDACTED]@Health.gov.au>
Subject: Funding Advice for GPMS Delivery Contract [SEC=OFFICIAL]

Good Morning FBP,

The DTDD Procurement and Commercial team is seeking to release an Request For Proposal for the design, build, test and release of the Government Provider Management System for release 9 onwards for a period of 12 months. It is anticipated the initial term of the contract will be for 12 months (1 July 2024 to 30 June 2025). The expected cost of this activity is \$84,000,000.00 GST Inclusive (\$7 million GST Inc per month).

It is anticipated this activity will be funded partly by [REDACTED] and partly by a range of other cost codes as different business areas contribute to the cost of delivery of changes relevant to their area similar to the way the current [REDACTED] is being invoiced against.

Can you please provide funding advice/confirmation on the affordability of this activity for the 24/25 FY.

As always, if you have any questions, please do not hesitate to contact me on Webex or [REDACTED]
 [REDACTED]

[REDACTED]

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care

M: [REDACTED]

Location: Sirius Building

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.

Evaluation Plan

for

Government Provider Management System Release 9

Onwards Request For Proposal

under Standing Offer - SON3413842

TRIM Reference: XXXXXXXXXX

Approach to Market ID: (Insert Buy ICT DM number)

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Freedom Of Information Act 1982
By The Department Of Health And Aged Care

| | |
|---|---|
| Delegate approval of this Evaluation Plan | <input type="checkbox"/> Approved <input type="checkbox"/> Not approved |
| Name: Charles Wann | (please notate any comments/conditions) |
| Position: Deputy Secretary, COO | |
| Signature: | |
| Date / / | |

OFFICIAL: Sensitive**Table of Contents**

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OFFICIAL: Sensitive**1. Purpose**

The purpose of this Request for Proposal (RFP) Evaluation Plan (Evaluation Plan) is to minimise risks to the Commonwealth arising from the RFP Evaluation Process and to ensure that the RFP process is conducted fairly, transparently and in accordance with the RFP and the Commonwealth Procurement Rules.

This Evaluation Plan is an internal Departmental document and when populated, should be classified as "OFFICIAL". It should not be shown to any person other than the personnel listed under section 5 below without the permission of the Delegate.

If there is an inconsistency between this Evaluation Plan and the RFP, the RFP prevails.

Any material changes to the RFP Evaluation Process set out in this Evaluation Plan must be approved in writing by the Delegate, including:

- RFP Evaluation Process governance arrangements;
- the process for determining whether the invited seller's Proposal will represent value for money;
- the process for rejecting the invited seller's Proposal, if applicable;
- any material changes to the RFP Evaluation Process, as determined by the Chair in consultation with the Probity Adviser; and
- Changes to the Evaluation Committee.

The Chair should seek the advice of the Probity Adviser prior to recommending any changes to this Evaluation Plan to the Delegate.

2. Basic Principles

In conducting the evaluation of Proposals, the Evaluation Committee must assess Proposals against the Evaluation Criteria set out in the RFP and in accordance with the methodology set out in this Evaluation Plan.

The Evaluation Criteria used in the RFP must be replicated in this Evaluation Plan and in any evaluation assessment forms or tools.

The success of the RFP Evaluation Process will depend on the protection of the process from improper influence by internal or external sources, and on fair dealing during the RFP Evaluation Process.

The Procurement Advisory Service (PAS) can act as the default Probity Adviser if required.

The Legal and General Council Division (LGCD) acts as default Legal Adviser if required.

The RFP Evaluation Report must clearly substantiate recommendations and demonstrate how the invited seller (noting only one seller has been invited to respond to this RFP) meets the Department's requirements as specified in the RFP and will represent value for money.

3. Probity Protocols

Probity is the evidence of ethical behaviour, and can be defined as complete and confirmed integrity, uprightness and honesty in a particular process. These probity principles will contribute to sound decision-making and equal opportunities for all participants.

4. Confidentiality

All personnel involved in the RFP process are under a duty of confidentiality in respect of the information provided by sellers and information about the RFP Evaluation Process. This duty means that it is not permissible to communicate information outside the Evaluation Committee, in particular to other

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Commonwealth officers who are not involved in this procurement, except with the permission of the Chair.

A person may not have access to any Confidential Information (inclusive of Proposals and evaluation material) unless authorised by the Chair.

The Chair must ensure that the Evaluation Committee only has access to information to the extent necessary to enable the efficient conduct of the RFP (i.e. on a “need to know” basis). The Chair will also consider what information is required by Advisers in order for them to provide advice when requested.

Documents (both hardcopy and electronic format) comprising the Proposal(s) may only be copied or reproduced with the prior approval of the Chair.

5. Conflicts of Interest

It is essential that Evaluation Committee members be free from any real, potential or perceived conflict of interest. Evaluation Committee members will be required to:

- prior to the commencement of the RFP Evaluation Process - sign the Conflict of Interest Disclosure and Confidentiality Statements (**Attachment A**); and
- on an ongoing basis and as requested by the Chair - notify the Chair of any circumstance, including any prior or proposed association with prospective sellers, which could possibly be construed as representing a conflict of interest.

A conflict of interest will exist if:

- through any dealings or relationship with a seller or any related body, a member of the Evaluation Committee or their family might gain a benefit or advantage from the outcome of the RFP Evaluation Process; or
- there is any other reason why a Member of the Evaluation Committee might not deal with a Proposal or a seller in an objective manner.

A perceived conflict of interest may exist where the person is in a position to appear conflicted as set out above.

A potential conflict of interest may exist where the person may or is likely to become subject to a conflict of interest in the future.

The Delegate may deal with a conflict of interest as the Delegate sees fit and may remove an Evaluation Committee member. The member must immediately comply with any such direction of the Delegate and take any associated action, such as for the return of working papers, as requested.

The advice of the Probity Adviser will be sought and provided to the Delegate to assist in their decision regarding any declared or arising conflict of interest.

6. Communication with Panel Members

All personnel involved in the RFP Evaluation Process must ensure the instructions of the RFP Contact Officer are followed.

Any person other than the Contact Officer who is contacted by a seller must report such contact immediately to the Chair. The Chair will consult with the Probity Adviser and/or Legal Adviser and make a recommendation to the Delegate as to what action is to be taken, if any.

The Contact Officer is responsible for the coordination of all communications with sellers from RFP release through to completion of the RFP process.

The Department may, through the Contact Officer, provide answers to any reasonable enquiry from a seller that is received by the Department before the Enquiry Cut-Off Date set out in the RFP.

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7. Business as Usual

There is a risk of the incumbent service provider obtaining Confidential Information relating to the RFP Evaluation Process, because of their day to day interaction with the Department.

The Department also recognises that business as usual functions will need to continue, and members of the Evaluation Committee may need to continue to work with the incumbent service provider.

However, as part of "business as usual", Evaluation Committee members, Advisers and other stakeholders should not enter into discussions with the incumbent service provider in respect of the RFP. If questioned directly about the RFP, the Evaluation Committee member should advise the person that the matter cannot be discussed and report the contact to the Chair.

Evaluation Committee members and Advisers should ensure that:

- Material relating to the procurement is stored securely and separately from their business as usual material; and
- They do not conduct work in relation to the procurement in a location that the incumbent service provider's personnel are able to view related material (e.g. a shared working environment).

Except where approved by the Probity Advisor after consultation with the Chair or as part of attendance at negotiations, any members of the Department who are on the Evaluation Committee will not interact with the incumbent service provider during the period from the Closing Time until the execution of the Work Order/Official Order (Contract).

8. Documentation

There must be a clear audit trail of the RFP Evaluation Process to ensure:

- the Evaluation Committee have acted consistently and logically and in accordance with the RFP and this Evaluation Plan; and
- that the basis for the recommendations in the Proposal Evaluation Report can be substantiated.

All conclusions and decisions are to be recorded, including the process and deliberations on which they are based. All judgments on technical and other matters are to be supported, so far as possible, by documentary evidence.

All records are to be retained by the Department in accordance with the *Archives Act 1983* and the Department's record management policies.

9. Security

All electronic and hard copies of Proposals, and any documents related to the RFP Evaluation Process must be managed and protected.

Where the Department's systems permit, Proposal information must only be made available to the Evaluation Committee via secure electronic directories with permissions appropriate to the Evaluation Committee member's role.

Any meetings or discussions by the Evaluation Committee should take place either in person or over private conference calls (or video calls) where each personnel or Adviser takes part from a private room at their location.

The Evaluation Committee must ensure that documents and portable data store facilities (such as CD/DVD or memory sticks) in their possession or control containing Proposal information are:

- kept in locked offices and/or locked filing cabinets when not in use;
- not left unattended for any period of time;

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- not displayed at times or in places where they could be read by unauthorised persons; and
- not made available to a person who is unauthorised.

Proposal information which is no longer required is to be considered classified waste and disposed of according to the Department's disposal policies.

10. Evaluation Committee and Advisers

The Evaluation Committee comprises:

| Name | Position | Voting or Non-voting |
|-------------------------------------|-----------------------------|----------------------|
| Charles Wann, Deputy Secretary, COO | Delegate | Non-voting |
| Fay Flevaras, FAS, DTDD | Sponsor | Non-voting |
| Amanda Smith, A/g AS, ACTQ, DTDD | Sponsor | Non-voting |
| s47E(c), s47F | Chair, Evaluation Committee | Voting |
| | Evaluation Committee Member | Voting |
| | Evaluation Committee Member | Voting |
| | Contact Officer | Non-voting |

The role and responsibilities of the Evaluation Committee is at [Attachment B](#).

11. Evaluation Criteria

Proposals will be evaluated using the following unweighted Evaluation Criteria:

Mandatory Criteria

| Criteria | Mandatory Criteria Description |
|-------------------------------|---|
| 1. Security cleared resources | Ability to supply the services with resources who are all Australian citizens with the ability to obtain a baseline security clearance. |

Failure to meet the Mandatory Criteria will result in the exclusion of the seller's response from further consideration.

Non-Mandatory Criteria

| Criteria | Description |
|-------------|--|
| 2. Capacity | Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. |

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| Criteria | | Description |
|---------------|---------------------------------|--|
| 3. Capability | Technical Skills and Experience | Technical skills and experience of resources proposed to undertake the services. |

Pricing

| Criteria | Description |
|----------|--|
| 4. Price | Rate card if vendor proposal is time and materials. Whole of life costs for any fixed price proposal. |

12. Evaluation Process

The Chair shall brief the Evaluation Committee on the evaluation process and methodology prior to the commencement of the evaluation.

The evaluation proforma to be used is at **Attachment C**.

The evaluation process consists of the following stages:

- Stage 1 Screening - Mandatory Criteria / Conditions for Participation assessment
- Stage 2a Non-Mandatory Criteria - individual scoring
- Stage 2b Non-Mandatory Criteria - consensus scoring
- Stage 3 Pricing Evaluation
- Stage 4 Risk Assessment
- Stage 5 Value for Money Assessment

Stage 1 Screening - Mandatory Criteria / Conditions for Participation Assessment

Screening will take place before the seller's response/s are passed to the Evaluation Committee. Screening will be conducted by the Contact Officer. Any action to exclude any seller from further participation must be approved by the Delegate. Any Proposal which cannot meet the Mandatory Criteria below will not be considered further. The Contact Officer will also separate the pricing information from the rest of the seller's response/s before proceeding to provide response/s to the Evaluation Committee.

Stage 2a Non-Mandatory Criteria - Individual Scoring

If the Proposal meets the Stage 1 evaluation, then it is to be evaluated based on the non-mandatory Evaluation Criteria. Each Proposal is scored out of 10 for each criterion. The Points Score table is:

| Score | Description | Definition |
|-------|-------------|---|
| 10 | Exceptional | Requirements significantly exceeded in all areas. Claims are fully substantiated. |
| 9 | Outstanding | Requirements are exceeded in most key areas and addressed to a very high standard in others. Most Claims are fully substantiated with others very well substantiated. |

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| Score | Description | Definition |
|-------|---------------|---|
| 8 | Very Good | Requirements met to a very high standard in all areas. All claims are well substantiated. |
| 7 | Good | Requirements met to a high standard in all areas. Claims are well substantiated in key areas. |
| 6 | Fair | Requirements are addressed well in all areas. Claims are well substantiated in most areas. Some minor shortcomings. |
| 5 | Acceptable | Requirements addressed to a consistent acceptable standard with no major shortcomings. All Claims are adequately substantiated. Some proposals may be questionable. |
| 4 | Marginal | Requirements not fully met. Some claims unsubstantiated; others only adequate. Some proposals may be unworkable. |
| 3 | Poor | Requirements poorly addressed in some areas or not at all. Claims largely unsubstantiated. A number of proposals may be unworkable. |
| 2 | Very Poor | Requirements inadequately dealt with in most or all areas. Claims almost totally unsubstantiated. A number of proposals may be unworkable. |
| 1 | Unacceptable | Specification requirements not met. Claims unsubstantiated and unworkable. |
| 0 | Non-compliant | Respondent completely failed to address the criteria or refused to provide a response. |

A 'Poor' or lower rating for one or more criterion **may exclude** the seller from further participation in the procurement process.

Stage 2b Non-Mandatory Criteria - Consensus Scoring

At the completion of individual scoring by the Evaluation Committee members, the Evaluation Committee will convene to consider individual scoring and reach a consensus score for all responses to the Evaluation Criteria. The consensus evaluation will be based on individual assessments and discussion. The reasons for the consensus scores are to be documented. Any dissenting views are to be documented.

Stage 3 Pricing Evaluation

Prices will be evaluated on the whole of life costs. If alternative pricing proposals are submitted they will each be evaluated to determine in which circumstances they provide the cheapest options. The pricing will be compared to market rates as established by the Supplementary Teams Arrangement market test conducted in late 2022.

Stage 4 Risk Assessment


The risk of the proposed solution will be assessed, including such things as:

- The seller's approach to managing any identified risks associated with the implementation and ongoing support and maintenance of the solution
- The legal and commercial risks associated with the seller's response
- Any other risks identified in the seller's response

The following table can be used to assist in determining the risks presented by the seller:

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|  Australian Government Department of Health | | | RISK ASSESSMENT MATRIX | | | | |
|---|---|---------------|--------------------------------|-----------------------|--------------------------|---|--------------------------------|
| Date Approved: | | | Likelihood | | | | |
| General description of Consequences | | | Rare | Unlikely | Possible | Likely | Almost Certain |
| | | | Exceptional circumstances only | Not expected to occur | Could occur at some time | Will probably occur in most circumstances | Expected in most circumstances |
| Consequence | Would stop achievement of functional goals/objectives | Severe | High | High | Extreme | Extreme | Extreme |
| | Would threaten functional goals/objective(s) | Major | Medium | Medium | High | High | Extreme |
| | Requires significant adjustment to overall function to achieve objective(s) | Moderate | Medium | Medium | Medium | High | High |
| | Would threaten an element of the function and would require some adjustment to achieve objective(s) | Minor | Low | Medium | Medium | Medium | High |
| | Lower consequence to achievement of objectives. | Insignificant | Low | Low | Low | Medium | Medium |

Stage 5 Value for Money

The Evaluation Committee will undertake an overall assessment and comparison of scores, prices and risk issues and recommend to the Delegate (if applicable) a preferred Proposal (if the seller submits more than one) and how that Proposal represents overall value for money.

Following finalisation of the selection of the preferred Proposal, if any, the Evaluation Committee shall document the results for consideration by the Delegate. The Evaluation Committee may recommend to the Delegate that none of the seller's Proposals represent value for money. In this event the Evaluation Committee may recommend further courses of action which may include:

- Identifying areas for negotiation that, if successful, would represent overall value for money
- Recommending changes to the RFP that may require submission of a new proposal from the invited seller
- Reconsidering the procurement approach and developing a new Procurement Plan for Delegate approval

13. RFP Evaluation Report

The Evaluation Committee must prepare an RFP Evaluation Report (see guidance at Attachment D) to be provided to the Delegate.

Any dissenting view on any aspect of the RFP Evaluation Process or the recommendations for consideration by the Delegate must be recorded in the RFP Evaluation Report.

The Delegate may:

- accept the RFP Evaluation Report and its recommendations and arrange for the proposed Contract to be executed; or
- nominate a negotiator(s) to negotiate particular issues and seek to achieve particular outcomes with the seller; or

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- (c) request that the RFP Evaluation Committee consider amendments to the RFP Evaluation Report that are designed to address deficiencies in the clarity or substantiation of recommendations in the RFP Evaluation Report; or
- (d) reject the recommendations in the RFP Evaluation Report; or
- (e) decide to terminate part or all of the RFP process in accordance with the RFP and the Commonwealth Procurement Rules.

Any decision by the Delegate to terminate the RFP process (or any part of the RFP process) must be supported by legal advice from the Legal Adviser.

The Chair will ensure that any decision and associated reasons provided by the Delegate is recorded and appropriately filed.

14. Evaluation Committee Sign-Off and Approvals

I understand my role and responsibility as an Evaluation Committee member. I acknowledge that I will be given access to information pertaining to or in respect of the evaluation process for this procurement and that all information that is acquired by me (whether by verbal or written means) in the course of my duties, is strictly confidential. I undertake that I shall not at any given time, disclose or reveal to any other party or person, or use or copy for any purpose other than in the discharge of my duties as a member of the evaluation team, such information without first obtaining the written consent of the Chair.

All documents, reports and information discussed within the evaluation process will be treated as "OFFICIAL: Sensitive" and stored appropriately. Information and documentation will be kept secure at all times and not be divulged or given to any persons not directly involved in the evaluation process.

I agree to keep the results of this evaluation process confidential.

I declare that to the best of my knowledge I do not have any:

- financial interest in the project;
- relatives or friends with a financial interest in the project;
- personal bias or inclination which would in any way affect my decisions in relation to the project; and
- personal obligation, allegiance or loyalty which would in any way affect my decisions in relation to the project.

I undertake to notify the Chair, Evaluation Committee immediately in writing if prior to or during the evaluation process, a conflict of interest arises or appears likely to arise and will complete a Conflict of Interest Disclosure and Confidentiality Statement in the form of Attachment A to this Evaluation Plan.

I have read this Evaluation Plan and agree to abide by it.

Evaluation Committee members:

| Name / Position | Signed | Date |
|-----------------|--------|------|
| s47E(c), s47F | | |
| | | |
| | | |
| | | |

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Attachments:

- A. Role and responsibilities of the Evaluation Committee
- B. Evaluation Worksheet – Individual Scoring template
- C. RFP Evaluation Report Guidance
- D. Glossary

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Attachment A – Roles and Responsibility of the Evaluation Committee

| | |
|---|---|
| <p>Delegate</p> <p>The Delegate is responsible for the final decision as to which seller or sellers should be awarded a Contract or Contracts. The Delegate is also responsible for the following decisions:</p> <ul style="list-style-type: none"> • Appointing the Chair. • Appointing and approving changes to Members of the Evaluation Committee. • The exclusion of a seller from the RFP Evaluation Process, including by deciding: <ul style="list-style-type: none"> ○ whether a Proposal is late. ○ whether a seller has not satisfied a Condition for Participation and or Mandatory Criteria. ○ the shortlisting of sellers (if required). • Whether to terminate the RFP process. • Adopting or not adopting the recommendations of the Evaluation Committee, including taking into consideration any minority report or recommendation of the Evaluation Committee. • Considering and deciding any other significant issues when the Chair seeks the Delegate's advice. <p>The Delegate will also resolve issues in relation to any conflict of interest as required, which may be raised by any Member of the Evaluation Committee. Should a conflict of interest issue arise in relation to the Delegate, this will be resolved by the Delegate's supervisor with advice from the Probity Adviser and/or Legal Adviser.</p> <p>The Delegate may appoint a negotiator or negotiators to negotiate the Contract with the preferred Panel Member.</p> | <p>Chair</p> <p>The Chair is responsible for managing the RFP Evaluation Process and for ensuring that the process undertaken complies with Commonwealth policies, this RFP Evaluation Plan and the RFP. The Chair must ensure all persons involved in the evaluation of Proposals have signed page 11 of the Evaluation Plan.</p> <p>The Chair must ensure that procedures for the opening, registration, distribution to the Evaluation Committee and safekeeping of Proposals.</p> <p>The Chair must organise the recording of all aspects of the RFP Evaluation Process on a commercial-in-confidence registry file and according to Departmental record-keeping policies and procedures.</p> <p>The Chair is responsible for:</p> <ul style="list-style-type: none"> • coordinating and conducting Committee meetings and for liaising with the Delegate; • obtaining from the Delegate decisions in relation to the exclusion of Proposals and the shortlisting of sellers; • coordinating the use of advisers as and when needed; • nominating Members to contact referees (if seller referees are required); and • approving clarification questions to sellers. <p>The Chair and the Evaluation Committee are responsible for preparing the RFP Evaluation Report, including the making of recommendations, and submitting it to the Delegate.</p> |
| <p>Evaluation Committee</p> <p>The Evaluation Committee is responsible for assessing the Proposals against the Evaluation Criteria and making a recommendation or recommendations to the Delegate.</p> <p>Committee meetings will be conducted in a secure office environment or, if necessary, by teleconferencing.</p> <p>All Members of the Evaluation Committee must read this RFP Evaluation Plan and the entire RFP, including the Draft Contract. Members cannot be in a position to evaluate Proposals without full knowledge of what</p> | <p>Probity Adviser</p> <p>The role of the Probity Adviser (if required) in the RFP Evaluation Process is to advise the Chair and if necessary, the Delegate on the probity aspects of the RFP Evaluation Process.</p> <p>Where an external Probity Adviser is appointed, the appointment should be made prior to the release of the RFP and the scope of work should include the following:</p> <ul style="list-style-type: none"> • providing comment on the RFP and this RFP Evaluation Plan; • attending meetings as requested by the Chair; |

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| | |
|--|---|
| <p>is being sought by the Commonwealth and term and conditions on which the procurement is to occur.</p> <p>Each Member is also responsible for:</p> <ul style="list-style-type: none"> • seeking advice from Advisers, through the Chair, as required; • identifying where clarification is required from sellers and, through the Chair, seeking advice from the Legal Adviser and Probity Adviser on submitting clarifying questions to sellers; and • immediately notifying the Chair of any conflict of interest issues as and when they arise. <p>The Evaluation Committee and the Chair are responsible for preparing the RFP Evaluation Report, including the making of recommendations, and submitting it to the Delegate.</p> | <ul style="list-style-type: none"> • providing ongoing advice on procedural and probity issues arising during the RFP process; • providing comments on the Proposal Evaluation Report or other reports; • providing independent "sign off" that the RFP Evaluation Process has been performed in accordance with probity requirements, this RFP Evaluation Plan and the RFP; and • liaison as necessary with the Legal Adviser. <p>If an Evaluation Committee Member has any concerns in relation to the conduct of the Evaluation Process he or she should contact the Probity Adviser. These concerns may include possible conflicts of interest, incorrect disclosure of confidential information or RFP Evaluation Process irregularities.</p> <p>If a Probity Plan is not used, "sign off" from the external Probity Adviser (if any) should be specifically sought prior to approaching the market and before a recommendation is put to the Delegate following the RFP Evaluation Process.</p> |
| <p>Technical Subject Matter Expert</p> <p>Advisers have no role in recommending or deciding the outcome of the RFP Evaluation Process. They are available for consultation and assistance in their areas of expertise.</p> <p>Decisions about when an Adviser is to be used must be made by the Chair.</p> | <p>Contact Officer</p> <p>The RFP nominates a Contact Officer for RFP enquiries. This officer should not be the Chair to ensure that there is clear separation between day-to-day contact with sellers and potential sellers and the management of the RFP Evaluation Process. All enquiries, whether from the Department to a seller or from a seller to the Department, must be communicated by or to the Contact Officer in writing. The Contact Officer must consult with the Chair in connection with any proposed or actual communications with or from sellers.</p> <p>The Contact Officer will also conduct the Stage 1 Screening of any Proposals submitted by the Closing Date.</p> |

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OFFICIAL: Sensitive**Attachment B – Evaluation Worksheet**

An RFP Evaluation Worksheet Template is included below:



Release 9 Onwards
RFQ - Evaluation Wc

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OFFICIAL: Sensitive**Attachment C – RFP Evaluation Report Guidance**

Under clause 14 of this RFP Evaluation Plan, the RFP Evaluation Committee must prepare an RFP Evaluation Report which includes the following:

- (a) an executive summary with recommendations for the:
 - (i) preferred Proposal, if any, and the approach to negotiations (if necessary);
 - (ii) RFP process to be terminated; or
 - (iii) taking of some other action by the Delegate;
 - (b) a summary of the RFP Evaluation Process;
 - (c) a description of the RFP process followed including the issuing of addenda or clarification questions;
 - (d) advice whether the RFP process was conducted in accordance with Departmental purchasing/procurement procedures and, in particular, that all relevant approvals have been obtained in relation to the RFP process;
 - (e) advice whether the Probity Adviser (if used) has reviewed the conduct of the RFP process and “signed off” on process issues;
 - (f) advice whether the Legal Adviser (if used) has reviewed the Proposal Evaluation Report and “signed off” as to compliance with the legal aspects of the RFP process;
 - (g) advice whether other Advisers (if used) have “signed off” on areas within their responsibility;
 - (h) disclosure of any actual or potential conflicts of interest of any RFP Evaluation Committee member and how it was managed;
 - (i) identification of actual or potential conflicts of interest by any of the Respondents;
 - (j) identification of risks associated with each Proposal together with any risk management strategies proposed for risks identified;
 - (k) a summary of the assessment of each Proposal;
 - (l) reasons for why any Proposal was excluded from evaluation or further evaluation;
 - (m) ranking of Proposals, if needed;
 - (n) reasons for the making of the recommendations to the Delegate; and
 - (o) details of any issues that need to be resolved during subsequent negotiations (if any).
1. The RFP Evaluation Report must include copies of, or immediate access to, all of the relevant reports and records referred to in it.

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Attachment D – Glossary

| Term | Definition |
|--|---|
| Advisers | means the Business Adviser (if any), Financial Adviser (if any), external Probity Adviser (if any), external Legal Adviser (if any) and any other persons or organisations who are appointed to provide advice which is related to the RFP process. |
| Chair | means the Chair of the Proposal Evaluation Team. |
| Conditions for Participation | means the mandatory conditions (if any) identified in clause 11 of the RFP, and which a Respondent must comply with in order to participate in the RFP process. |
| Confidential Information | means information (whether or not owned by the Commonwealth) that: <ul style="list-style-type: none"> (a) is by its nature confidential; or (b) the receiving party knows or ought to know is confidential, but does not include information which: <ul style="list-style-type: none"> (c) is or becomes public knowledge other than by breach of the Contract; (d) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or (e) has been independently developed or acquired by the receiving party. |
| Contact Officer | means the person for all matters pertaining to this RFP process, as identified in clause 5 of the RFP. |
| Delegate | means the Delegate identified in clause 11 who carries out responsibilities identified in Attachment B. |
| Department | means the Department of Health. |
| Essential Requirements | means the mandatory conditions (if any) identified at clause 11 of the RFP, and which a Respondent must comply. |
| Evaluation Criteria | means the criteria set out in the published RFP that will be used to evaluate the Proposals. |
| Evaluation Process | the process of evaluating Proposals commencing at the Closing Time and completing on the execution of a Contract with a preferred Respondent or the termination of the RFP process. |
| Member(s) | means members of the RFP Evaluation Committee and includes the Chair. |
| Minimum Content and Format Requirements | means those mandatory content and format requirements identified in clause 12 of the RFP, and which a Respondent must comply with in order to participate in the RFP process. |
| RFP | means the Request for Proposal |
| Technical Evaluation Criteria | means all Evaluation Criteria except Price and Risk. |
| Proposal | means a response submitted by a Respondent to the RFP. |

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| Term | Definition |
|---------------------------------|--|
| Respondent | means an entity that submits a Proposal and includes a potential Respondent. |
| RFP Evaluation Plan | this plan as approved by the Delegate. |
| RFP Evaluation Committee | the persons identified in clause 11. |
| RFP Evaluation Report | the report prepared by the RFP Evaluation Committee as required by clause Error! Reference source not found.. |

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Release 9 Onwards RFP - Procurement Risk Profile

This template must be used to determine the risk profile of your procurement in the **planning, and sourcing stage**.

Why assess procurement risk?

Procurement effort should be proportionate to the risk profile of the procurement. As the risk increases, the procurement process and documentation demands greater rigor and level of detail.

More information including examples of procurement risk can be accessed via [Risk in Procurement](#).

Risk Factor Ratings

The overall risk profile is the rating with the highest number. In case of a tie, select the highest rating.

This risk profile is completed by: s47E(c), s47F Procurement and Commercial Services, Digital Transformation and Delivery Division

➤ PLANNING

Step 1: Identify risks in the planning stage (preparing to approach the market for a quotation)

| Source of Risk | Risk Rating (Low/Medium/High) | Is the risk acceptable? (for medium and high risk only) |
|--|----------------------------------|--|
| Requirements <ul style="list-style-type: none">Potential for the requirements not being identified accurately or sufficientlyPotential for inadequate information provided to s47D, s47E(d)Potentially difficult to find replacement services | Low Low Low | N/A |
| Policy and Probity <ul style="list-style-type: none">Potential for change in Government policiesPotential for probity issuesFailure to meet Procurement Connected Policies (including Child Safety, Modern Slavery, Workplace Gender Equality, Indigenous Procurement Policy etc.) | Low Low Low | N/A |
| Market research <ul style="list-style-type: none">Incorrect identification of s47D, s47E(d) s47D, s47E(d) | Low | N/A |
| Timeframes <ul style="list-style-type: none">Potential for impractical timeframes | Low | N/A |
| Cost <ul style="list-style-type: none">Potential for increase in procurement costs | Low | N/A |
| OVERALL RISK RATING: | | Low |

➤ **SOURCING**

Step 1: Identify risks in the sourcing stage (release of RFP, evaluation/negotiation, contract and commitment approval)

| Source of Risk | Risk Rating (Low/Medium/High) | Is the risk acceptable? (for medium and high risk only) |
|--|----------------------------------|--|
| Evaluation <ul style="list-style-type: none"> Potential for s47D, s47E(d) Failure to follow effective evaluation processes Failure to identify risks in the proposal Potential for selecting inappropriate supplier | Low Low Low Low | N/A |
| Delivery <ul style="list-style-type: none"> Potential for delivery of services that do not meet the requirements in the contract Potential for poor supplier performance Unauthorised increase in scope of work | Low Low Low | N/A |
| Contract and Commitment <ul style="list-style-type: none"> Potential for insufficient funding available Failure to secure mandatory conditions of contract / supplier not willing to accept the contract terms Inadvertently creating a contract without the Delegate's prior approval Failure to have sufficiently skilled and experienced resources to effectively manage the contract. Contract does not contain the required reference to Procurement Connected Policies (including Child Safety, Modern Slavery, Workplace Gender Equality, Indigenous Procurement Policy etc.) | Low Low Low Low Low | N/A |
| | | |
| OVERALL RISK RATING: | | LOW |

If the **overall risk profile at Planning or Sourcing stage** is **Medium or High**, the Delegate must be informed and a [Risk Register – Assessment and Treatment](#) must be completed.

NOTE: The completed Risk Profile must be attached with the Procurement Plan / Approval in Principle in SAP.

Contract ID

Contract ID / Title

Government Provider Management System Release 9 Delivery

SON

SON3413842

RFQ ID

(Insert Buy ICT DM number)

Purpose

The deliverables must be fit for the following purpose(s):

▪

s47D, s47E(d)

The seller agrees that the deliverables may be used by the buyer to provide shared services to other Commonwealth agencies.

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Seller details

| | |
|------------------------------|--|
| Company | Accenture Australia Pty Ltd ABN 49 096 776 895 |
| Seller representative | (insert) |
| Email | (insert) |
| Address for notices | (insert) |

Buyer details

| | |
|-----------------------------|---|
| Agency/entity | Department of Health and Aged Care ABN 83 605 426 759 |
| Buyer representative | s47E(c), s47F |
| Job title | Contract Manager |
| Branch and division | Digital Transformation and Delivery Division |
| Email | s47E(d) @health.gov.au; |
| Address for notices | s47E(d) @health.gov.au |
| Billing address | s47E(d) @concursolutions.com |

Contract duration

| | |
|-------------------------|---|
| Contract start | On Contract Execution OR Nominated start date |
| Contract end | 12 months from Contract Start |
| Extension Option | Up to 24 months in total to be taken in parts or as a whole as agreed between the Buyer and Seller. |
| Notice period | The buyer may extend the term of the work order on the same terms and conditions as this work order by giving notice in writing to the seller no later than seven (7) days prior to the end of the then current term. |

Statement of work

Clause 6, 7, 9, 10 and 11 of the Master Agreement and clause 20 and 23 of the Comprehensive Terms

As provided in Attachment One, Statement of Work.

Contract value

Clause 12 of the Master Agreement

Contract value

\$xxx (GST Exclusive)

Payment schedule

| Milestone no. | Deliverable | Milestone payment (GST excl) | Milestone payment (GST incl) |
|---------------|-------------------------------|------------------------------|------------------------------|
| - | On completion of all services | \$xxx00 | \$xxx.00 |
| TOTAL | | x | \$x |

Maximum cost threshold

The Seller must advise the Buyer immediately if:

- the accrued Charges for a deliverable, Milestone or any Services under this Work Order reach any maximum cost threshold specified for that deliverable, Milestone or Services; or
- the accrued Charges for this Work Order reach the maximum cost.

| Deliverable | Maximum cost threshold (GST excl) | Maximum cost threshold (GST incl) |
|-------------------------------|-----------------------------------|-----------------------------------|
| On completion of all services | xxx | \$xxx |

The Seller must not exceed the above thresholds without the Buyer's prior written approval.

Additional costs

The parties agree that the contract price is the sole and exclusive payment for all costs, expenses, Charges or fees associated with the provision of the Deliverables and that the Seller is not entitled to any payment for additional costs in connection with this Work Order, including for travel, expenses or taxes incurred in connection with the performance of this Work Order.

Invoicing

An invoice will be taken to be correctly rendered if the amount claimed in the invoice is due for payment under this Work Order and the invoice contains:

- the Contract ID / Title;
- the Deliverables related to the amounts being claimed;
- the purchase order number;
- the Seller's ABN (if applicable);
- the Seller's bank account details for payment; and
- such other information as the Buyer from time to time requires;
- the invoice is in the form of a valid tax invoice, where the Seller is registered for GST;
- the Deliverables related to the amounts being claimed have been provided to the Buyer's satisfaction and, if required, have been accepted by the Buyer in accordance with this Work Order; and
- the invoice is accompanied, where required, by reasonable documentation that provides evidence that the Deliverables have been performed and/or that any additional Charges claimed are payable.

Terms and conditions (T&Cs)

1. Authority and context

Clause 2 of the Master Agreement

Agreed T&Cs:

1.1. This Work Order is issued by the Commonwealth of Australia as represented by the Department of Health and Aged Care ABN 83 605 426 759 (Buyer) to Accenture Australia Pty Ltd ABN 49 096 776 895 (s47D, s47E(d))

s47D, s47E(d)

1.2. In accordance with clause 2 of the Master Agreement, this Work Order, once executed by both parties, will create a separate contract between the Buyer and the Seller on the terms of the Master Agreement, the Comprehensive Terms and the terms specified in this Work Order.

1.3. Unless the context otherwise provides, capitalised terms used in this Work Order have the same meaning as given in the Definitions section of the Master Agreement or (if not defined in the Master Agreement) the meaning given in this Work Order.

1.4. The Buyer and the Seller agree that no assumptions or material outside this Work Order will form part of this Work Order, except as expressly set out in this Work Order.

2. Policies and standards

Clause 6 of the Master Agreement and clause 3 of the Comprehensive Terms

Agreed T&Cs:

2.1. The Seller must, in supplying Deliverables, comply with, and ensure their personnel comply with the following:

2.1.1. the Seller must perform its obligations under this Work Order in accordance with all applicable Buyer policies, standards, guidelines and procedures, including those set out in this Work Order, in the Comprehensive Terms and in the Master Agreement, or otherwise notified to the Seller from time to time; and

2.1.2. the Seller must ensure that Seller personnel do not knowingly perform any Services under this Work Order in a manner that causes

the Buyer to be in breach of any of its policies, standards, guidelines or procedures.

2.2. Without limiting the above obligations, the Seller must, in supplying Deliverables, comply with, and must ensure that Seller personnel comply with:

2.2.1. Australian Government policies including, but not limited to the:

- 2.2.1.1. Australian Government Protective Security Policy Framework (PSPF);
- 2.2.1.2. Information Security Manual (ISM);
- 2.2.1.3. National Identity Security Strategy (NISS);
- 2.2.1.4. Australian Signals Directorate (ASD) Essential Eight at maturity level 2 at a minimum;
- 2.2.1.5. Australian Security Intelligence Organisation (ASIO) T4 Protective Security Standards;
- 2.2.1.6. the Australian Government's position on cloud computing (Secure Cloud Strategy). Further information can be found at Using cloud in government | Digital Transformation Agency (dta.gov.au) and Secure Cloud Strategy | Digital Transformation Agency (dta.gov.au);
- 2.2.1.7. the Commonwealth Digital Service Standard, as amended from time to time, as set out at <https://www.dta.gov.au/standard>; and
- 2.2.1.8. the Web Content Accessibility Guidelines (WCAG) 2.0, through the use of Sufficient Techniques (as that term is defined in the WCAG 2.0 Quick Reference (<https://www.w3.org/WAI/WCAG21/quickref/>)).

3: Confidential information

Clause 16 of the Master Agreement, clause 21 of the Comprehensive Terms and Master Agreement definitions

Agreed T&Cs: 3.1. The parties agree that the below information is confidential information for the purposes of this Work Order. Additional confidential information may be identified in a Statement of Work.

| Item | Reason for confidentiality | Party for whom information is confidential | Period of confidentiality |
|--|---|--|---------------------------|
| Design documents and Project or 'Phase' documents. | Sensitive technical information that may allow illegal access to the Buyer systems. | Both parties. | Perpetual. |

4: Confidentiality undertaking

Clause 16 of the Master Agreement

Agreed T&Cs: 4.1. The Seller must ensure that Seller personnel engaged sign a confidentiality deed poll (in the form required by the Buyer) as part of onboarding of personnel before commencing the performance of any Services or supply of any Deliverables to the Buyer.

5: Order material that is software and standard form documentation relating to that software

Clause 8 of the Master Agreement

Agreed T&Cs: 5.1. Vests in the Buyer on creation.

6: Buyer material

Clause 15 of the Master Agreement and clause 13 and 14 of the Comprehensive Terms

Agreed T&Cs:

6.1. The Buyer will provide the Seller with the following assistance and material (Buyer material). Additional Buyer material may be identified in a Statement of Work.

| Material | Restriction on use | Warranted by Buyer? |
|--|---|---------------------|
| Systems documentation and systems and environment diagrams. | Only to be used by the Seller for the purpose of delivering the Services under this Work Order. | No. |
| Laptop & system access | As agreed with the Buyer in writing. | No |
| Site Access | As agreed with the Buyer in writing. | No |
| Digital Platform Licencing as required (Salesforce and MuleSoft) | As agreed with the Buyer in writing. | No |

7: Licence of order material owned by the Buyer

Clause 8 of the Master Agreement

Agreed T&Cs:

7.1. The Seller's use of the order material which will be owned by the Buyer is subject to the following restrictions, and any further restrictions specified in a Statement of Work:

| Order material | Restriction on use |
|---------------------|---|
| All Order Material. | Only to be used by the Seller for the purpose of delivering the Services under this Work Order. |

8: Insurance

Clause 6 of the Master Agreement

Agreed T&Cs: 8.1. If requested by the Buyer, the Seller must provide current relevant confirmation of insurance documentation from the Seller's insurers or insurance brokers certifying that the Seller has insurance as required by this Work Order and clause 6 of the Master Agreement.

8.2. The Seller must obtain and maintain the following insurances:

| Type | Minimum limits | Period of insurance |
|-----------------------------------|--|---|
| Public liability insurance. | \$20 million per occurrence and in the annual aggregate. | Until expiry or termination of this Work Order. |
| Professional indemnity insurance. | \$20 million per occurrence and in the annual aggregate. | Until expiration of the period of 3 years following expiry or termination of this Work Order. |
| Workers Compensation Insurance | For the amount required by the relevant State or Territory legislation | Until expiry or termination of this Work Order |

9: Specified Personnel

Clause 10 of the Master Agreement

Agreed T&Cs: 9.1. A Statement of Work will specify any personnel (including specified personnel) who are required to perform the relevant Services.

Security Requirements for personnel

9.2. The Seller must:

- 9.1.1. not, and must not permit any of its personnel or subcontractors to, access security classified information unless the individual concerned has a security clearance to the appropriate level and the need-to-know, and must prevent access by any such individual whose security clearance has lapsed or been revoked or who no longer requires such access;
- 9.1.2. perform the Services in accordance with any directions or feedback from the Buyer;
- 9.1.3. notify the Buyer immediately upon becoming aware of any unauthorised access to security classified information and the extent

and nature of that access (whether incidental or accidental access, or by any of its personnel or subcontractors), and must comply with any reasonable directions of the Buyer in order to rectify the security incident; and

- 9.1.4. ensure that its personnel and subcontractors store and handle security classified information and resources in premises and facilities that meet the minimum standards set by the Commonwealth for storage and handling of such information and/or resources, as applicable, of the relevant security classification level.

Replacement of personnel

- 9.3. In addition to the rights of the Buyer to request replacement personnel specified in clause 9 of the Comprehensive Terms, the Buyer is not obliged to make payments for any specified personnel who:

- 9.3.1. the Buyer has requested be removed, after the date in the billing period in which the request was made; or
- 9.3.2. do not have the relevant skills or qualifications specified for that person in this Work Order, for any period under this Work Order.

Relationships with other contractors

- 9.4. The Seller acknowledges that the Buyer receives Services from a number of other contractors.
- 9.5. Without limiting the Seller's obligations under clause 8 of the Comprehensive Terms, the Seller must work collaboratively with the Buyer and other contractors to ensure seamless end-to-end delivery of all Services including all components provided by other contractors.
- 9.6. The Seller must exhibit all necessary behaviours to:
 - 9.6.1. deal with the Buyer and other contractors frankly and openly on a 'best for project' basis;
 - 9.6.2. strive to resolve differences between the Seller, Buyer and other contractors quickly;

- 9.6.3. minimise the resource effort required from the Buyer to manage the Seller and other contractors;
- 9.6.4. ensure interdependencies between contracts relating to the Services are managed effectively and efficiently;
- 9.6.5. inform the Buyer and other contractors in a timely way of matters that may affect the Services;
- 9.6.6. work cooperatively with the Buyer and other contractors to minimise and mitigate Work Order risks;
- 9.6.7. maximise the likelihood that emerging risks or issues are resolved without the Buyer intervention;
- 9.6.8. for risks, issues or problems that cannot be resolved between the Seller and other contractors, to present to the Buyer a workable Solution and then, if accepted by the Buyer, implement that Solution; and
- 9.6.9. achieve maximum value for money for the Buyer.

Cooperation and Collaboration

- 9.7. In addition to the Sellers obligations under clause 6 of the Comprehensive Terms, the parties acknowledge and agree that any:

- 9.7.1. participation by the parties in any cooperative or collaborative arrangements that may be established in relation to this Work Order or the request for tender process that preceded this Work Order (however described, constituted or convened and including any regular or ad-hoc meetings or other fora); and
- 9.7.2. decisions, documentation or other outcomes agreed, produced or made in relation to those arrangements, do not (and the persons participating in any such processes have no authority to):
 - 9.7.2.1. change the rights or obligations of the parties under this Work Order (including in relation to the liability of one party to the other);

- 9.7.2.2. vary this Work Order (including in relation to price and scope); or
- 9.7.2.3. relieve the Seller from any of its obligations under this Work Order, unless and until this Work Order has been varied in accordance with clause 24 of the Master Agreement.

Prohibition on use of Illegal Workers

9.8. For the purposes of this item 9, an Illegal Worker is a person who:

- 9.8.1. unlawfully entered and remains in Australia; or
- 9.8.2. has lawfully entered Australia, but:
 - 9.8.2.1. remains in Australia after his or her visa has expired; or
 - 9.8.2.2. is working in breach of his or her visa conditions.
- 9.8.3. the Seller must ensure that no Seller personnel, including those engaged by any subcontractors, are Illegal Workers;
- 9.8.4. the Seller must ensure that all subcontracts include a provision prohibiting subcontractors engaging Illegal Workers (and require such a provision in any further subcontracts);
- 9.8.5. the Seller must remove, or cause to be removed, any Illegal Worker from any involvement in performing its obligations under this Work Order (including if engaged by a subcontractor) and arrange for their replacement at no cost to the Buyer immediately upon becoming aware of the involvement of the Illegal Worker; and
- 9.8.6. if requested in writing by the Buyer, the Seller must provide evidence within 10 Business Days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

10: Security Requirements

Clause 10 of the Master Agreement

Clause 15-18 of the Comprehensive Terms

Agreed T&Cs:**10.1. The Seller must:**

- 10.1.1. ensure that Seller personnel and subcontractors are aware of and comply with the security Requirements of the Buyer:
 - 10.1.1.1. set out in this Work Order; and
 - 10.1.1.2. notified in writing by the Buyer to Seller personnel and subcontractors;
- 10.1.2. ensure that Seller personnel and subcontractors undertake any security checks, clearances or accreditations as reasonably required by the Buyer;
- 10.1.3. notify the Buyer of any changes to circumstances which may affect the Seller's capacity to provide any Services in accordance with the Buyer's security Requirements;
- 10.1.4. ensure that Buyer Data that is within the Seller's control is stored in, and is not provided or transferred outside of, Australia, without the Buyer's prior written consent;
- 10.1.5. for clarity, even if the Buyer gives the Seller approval to store, or provide access to, any Buyer Data outside of Australia, the Seller must not store, or provide access to, any personal information or sensitive information of the Buyer outside of Australia;
- 10.1.6. provide all information reasonably requested by the Buyer about where any Buyer Data is stored, and the manner in which any Buyer Data is protected, upon request by the Buyer;
- 10.1.7. provide all information reasonably requested by the Buyer about the measures it has taken to protect Buyer material, Buyer Data or personal information or sensitive information of the Buyer (or other measures it could take to protect Buyer material) at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person (including through botnet and denial of service

attacks and any other phishing emails or related activities, trojans, worms, or malware) and conduct any testing reasonably required by the Buyer in order to determine whether those measures are, or are likely to be, effective; and

- 10.1.8. ensure that Seller personnel are appropriately trained to a standard that is no less rigorous than accepted industry standards for the type of Services that are to be provided under this Work Order in cyber security risks and risk management (including in relation to botnet and denial of service attacks, phishing emails, trojans, worms, malware, and other related activities and risks) and, as requested, provide evidence to the Buyer of the types of training it requires Seller personnel to undertake.

10.2. The Seller must not, and must ensure that Seller personnel do not:

- 10.2.1. remove Buyer material or allow Buyer material to be removed from Buyer or Seller premises otherwise than as required by, and in accordance with, this Work Order in respect of the provision of the Deliverables;
- 10.2.2. make Buyer material available to any third party other than approved subcontractors and then only to the extent necessary to enable the subcontractors to provide its part of the Services; or
- 10.2.3. allow any person who does not have the appropriate level of security clearance to access Buyer material, without the Buyer's prior written approval.

10.3. If the Buyer provides the Seller with an additional security requirement under clause 15 of the Comprehensive Terms, the Seller must comply with all such security procedures or other security Requirements, in accordance with that requirement and as soon as reasonably practicable, and having regard to the nature of the requirement.

- 10.4. The Seller's compliance with the ISM and the PSPF will not relieve the Seller from its responsibility to comply with its other obligations pursuant to this Work Order.
- 10.5. The Seller acknowledges that Seller personnel may be subject to statutory provisions that apply penalties, including criminal sanctions, in respect of the unlawful access to, use or disclosure of protected information. The Seller must ensure that Seller personnel involved in the performance of the Services are aware of, and comply with, those statutory provisions.
- 10.6. For the purposes of this Work Order, Buyer Data means, unless otherwise notified by the Buyer, all data, documents and other information, in any form, including any reproduction or translation of such, owned, held, used or created by or on behalf of the Buyer, made available to the Seller by the Buyer under this Work Order.

11: Subcontracting

Clause 11 of the Master Agreement

Clause 19 of the Comprehensive Terms

Agreed T&Cs:

- 11.1. Except as set out in this item, before subcontracting any part of the Services, the Seller must identify and report subcontracting arrangements and, on a case-by-case basis, seek the Buyer's permission to engage the Specified Person as a subcontractor. Permission will not be unreasonably withheld.
- 11.2. The Seller is not required to seek the Buyer's approval before subcontracting as part of a labour hire arrangement with an individual contractor that will be embedded in the Seller's team and work under the direction of the Seller (an Individual Contractor). However, the Seller remains fully responsible for the performance, acts and omissions of an Individual Contractor.
- 11.3. On request by the Buyer, the Seller must provide the following information about a proposed or current Subcontractor:
- 11.3.1. candidate full name;

- 11.3.2. description of subcontracting arrangement;
- 11.3.3. name of subcontracting entity (if any);
- 11.3.4. Australian Business Number;
- 11.3.5. office holders;
- 11.3.6. registered address; and
- 11.3.7. shareholders and shareholdings.
- 11.4. The Seller must update the Buyer if any of the above information changes during the term of a Statement of Work.
- 11.5. If requested by the Buyer, the Seller must provide the Buyer with a company extract for a proposed or current Subcontractor.

12: Buyer Material

Clause 15 of the Master Agreement

Clause 13-14 of the Comprehensive Terms

Agreed T&Cs:

- 12.1. The Buyer will provide the Seller with the following assistance and material (Buyer material):
 - 12.1.1. access & IP to technology platforms, systems, tools (e.g., Azure DevOps, Salesforce, AWS, WebEx);
 - 12.1.2. associated documentation required for the project (e.g., architecture plans, system designs, operation manuals); and
 - 12.1.3. previous penetration and configuration reports.

13: Harmful Code

Clause 17 of the Comprehensive Terms

Agreed T&Cs:

- 13.1. If harmful code is introduced in breach of the warranty in clause 17 of the Comprehensive Terms, the Seller must pay any costs incurred by the Buyer as a result of the breach. This includes paying the cost of any third party engaged by the Buyer to repair or remove the harmful code.
- 13.2. Without limiting any other obligation, remedy or warranty under this Work Order, the Seller accepts that it must take all steps that a reasonable expert in information technology would take to ensure that neither it nor third-party applications it is responsible for recommending and integrating will cause the storage of any harmful code on Buyer equipment, or create a specific security threat or vulnerability within the Buyer's networks.

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By The Department Of Health And Aged Care

14: WGE compliance letter

Clause 27 of the Comprehensive Terms

- Agreed T&Cs:** 14.1. If the Seller is a relevant employer, and the term of this Work Order exceeds 18 months, the Seller must provide a current letter of compliance issued by the Workplace Gender Equality Agency within 18 months of the commencement of this Work Order and following this, annually to the Buyer's representative.

15: Indigenous Procurement Policy

- 15.1. In this clause:

“High Value Contract” means the contracts as defined in the Indigenous Procurement Policy, which refers to contracts for Services wholly delivered in Australia with a value of \$7.5 million (GST inclusive) or more, and where more than half the contract value is spent on one or more of the specified industry sectors.

“Indigenous Procurement Policy Reporting Solution (IPPRS)” means the online portal where contractors report on their progress against their Mandatory Minimum Requirements under the Commonwealth’s Indigenous Procurement Policy;

“Indigenous enterprise” means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

“Mandatory Minimum Requirements” means the mandatory minimum Indigenous participation requirements imposed for High Value Contracts by the Indigenous Procurement Policy.

- 15.2. If the total value of the Statement of Work meets the threshold for the Mandatory Minimum Requirements for Indigenous participation (MMR) then the Seller must abide by the Buyer’s and the Commonwealth’s Indigenous Procurement Policy.
- 15.3. The Seller must use reasonable endeavours to increase its:
- 15.3.1. purchasing from Indigenous enterprises; and

- 15.3.2. employment of Indigenous Australians in the provision of the Deliverables.
- 15.4. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the Seller's supply chain.
- 15.5. The Seller must submit a written report to the Buyer via the IPPRS on its compliance with the Indigenous Participation Plan.
- 15.6. If the Seller did not meet the Mandatory Minimum Requirements or did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.
- 15.7. Throughout the term of the Statement of Work the Seller is responsible for managing the Seller's access to the IPPRS reporting portal including by managing the:
- 15.7.1. enabling of its authorised personnel's access; and
 - 15.7.2. disabling of its authorised personnel's access.
- 15.8. The Seller must comply with all reasonable directions issued by the Buyer in relation to the Seller's implementation of the Indigenous Participation Plan.
- 15.9. If at any time the Buyer reasonably believes that the Seller:
- 15.9.1. may be or may become unable to comply with the Indigenous Participation Plan; or
 - 15.9.2. is unlikely to meet the Mandatory Minimum Requirements as set out in the Indigenous Participation Plan,
- the Buyer may require the Seller to provide additional detail in relation to its implementation of and ability to comply with the Indigenous Participation Plan.
- 15.10. Without limiting its other rights at Law, any material failure by the Seller to:
- 15.10.1. implement the Indigenous Participation Plan; or

15.10.2. comply with a direction issued by the Buyer in relation to the Indigenous Participation Plan,

will be a breach of the Statement of Work, and the Buyer may terminate the Statement of Work.

15.11. Notwithstanding any other clause of this Work Order, the Buyer acknowledges and agrees that the reports it submits under this clause (if applicable):

15.11.1. will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth Entities and may be made publicly available;

15.11.2. will not be considered to be Confidential Information; and

15.11.3. may be used by Commonwealth Entities for any purpose, including for evaluation of an offer to provide Services to a Commonwealth Entity.

16: Intellectual property register

Clause 12 of the Comprehensive Terms

Agreed T&Cs: 16.1. An intellectual property register is not required.

17: Limitation of liability

Clause 25 of the Comprehensive Terms

Agreed T&Cs: 17.1. Subject to clause 25 of the Comprehensive Terms, each party's liability in respect of each agreed Statement of Work is to be agreed in the Work Order at Schedule 1.

18: Additional payment terms

Clause 12 of the Master Agreement

- Agreed T&Cs:** 18.1. The Buyer will pay the Seller within 20 days of acknowledgement of the satisfactory delivery of the goods and Services, and receipt of a correctly rendered invoice in accordance with clause 12 of the Master Agreement, and the supplier pay on time policy (RMG 417). If this period ends on a day that is not a Business Day, payment is due on the next Business Day.

19: Additional Terms

Clause 2 of the Master Agreement

- Agreed T&Cs:** 19.1. The Seller must comply, and must ensure that Seller personnel comply, with the additional terms set out in **Attachment 1 - Additional Terms**.

Assignment

- 19.2. In accordance with the Additional Terms, the Buyer may assign or transfer this Work Order to another Commonwealth Entity as a result of a machinery of government change or for any other reason.

Signing this Work Order means a contract is created between the Buyer and Seller as described in the Master Agreement.

Signing this work order means a contract is created between the buyer and seller as described in the [Master Agreement](#)

Buyer's authorised officer

Seller's authorised officer

Signature

Signature

Name

Name

Position

Position

Date

Date

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Freedom Of Information Act 1982
By The Department Of Health And Aged Care

Annexure 1 Additional Terms

Clause 2 of the Master Agreement

Agreed T&Cs:

Part 1 Introduction and interpretation

1. Purpose

- 1.1 This document includes the Additional Terms which supplement the Master Agreement, Comprehensive Terms and Work Order in accordance with clause 3 of the Master Agreement.
- 1.2 In accordance with clause 3 of the Master Agreement, these Additional Terms take precedence over the Master Agreement, Comprehensive Terms and the other provisions of this Work Order (including any other attachments to this Work Order) to the extent of any inconsistency. Any agreed Statement of Work will be incorporated into this Work Order as described in clause 2 below. Once incorporated, the terms of a Statement of Work will take precedence over the Master Agreement and Comprehensive Terms. However, for clarity, the terms and conditions expressly set out in this Work Order (including these Additional Terms and the provisions in the items of this Work Order above) take precedence over an agreed Statement of Work.
- 1.3 Certain words in these Additional Terms have a special legal meaning outlined in clause 6, or in the definitions section of the Master Agreement.

2. Statement of Work

The Buyer may seek a quote

- 2.1 From time to time, the Buyer may request the Seller to provide a quote for Statement of Work, in accordance with this clause 2 and this Work Order.
- 2.2 The parties must follow the process set out in this clause 2 for agreeing any Services.
- 2.3 The Buyer may cancel the process of procuring Services at any time and without liability, until such time as the parties have executed a Statement of Work in accordance with this clause 2.

Issuing the request for quote

- 2.4 The Buyer may issue a request to the Seller to provide a quote for a Statement of Work. The Statement of Work will include a description of the Services required by the Buyer (along with any other details relevant to the Buyer's Requirements).
- 2.5 The Seller must, within the period specified by the Buyer in the request (or if no period is specified then within 10 Business Days), provide the Buyer with a:
 - 2.5.1 quote in the form reasonably required by the Buyer for the supply of the Services that includes:
 - (a) details of the information required by the Buyer;

- (b) details of how the Seller proposes to meet the Buyer's Requirements;
- (c) the proposed Charges for the Services (which must be calculated using rates that do not exceed the rates set out in this Work Order);
- (d) details of any resources the Seller proposes to use to provide the Services; and
- (e) as requested:
 - (i) a statement of compliance with respect to the terms and conditions contained in the Buyer's draft Statement of Work; or
 - (ii) a proposed draft set of terms and conditions for the Statement of Work;

2.5.2 written notice declining to provide the requested Services.

2.6 A quote provided by the Seller in accordance with clause 2.5 must:

- 2.6.1 be a firm offer that is open for acceptance by the Buyer for a minimum period of 40 Business Days; and
- 2.6.2 not be provided on the basis of, or subject to, any terms and conditions other than those contained in this Work Order.

Buyer to respond to a quote

2.7 Subject to clause 2.9, the Buyer will within 40 Business Days of receiving a quote (or within the longer period (if any) specified by the Seller in the quote), notify the Seller whether the Buyer:

- 2.7.1 approves the quote and draft Statement of Work;
- 2.7.2 rejects the quote and draft Statement of Work; or
- 2.7.3 requires variations to, or explanations of, any aspect of the quote or draft Statement of Work.

2.8 If the Buyer gives no notice under clause 2.7 within the period specified in that clause, the Buyer will be taken to have rejected the quote.

2.9 If the Buyer notifies the Seller, in accordance with clause 2.7, that a quote has been Approved, or if the parties otherwise agree a form of Statement of Work following variation, explanation or negotiation of the quote, then:

- 2.9.1 the Statement of Work (as set out in the agreed Statement of Work) will be deemed to be included in the Services, and this Work Order will be deemed to be varied accordingly, upon execution of the agreed Statement of Work;
- 2.9.2 the Seller must provide the Services in accordance with this Work Order and the executed Statement of Work, including any applicable terms and conditions set out in (or forming part of) this Work Order; and
- 2.9.3 upon completion of the applicable Statement of Work, the Seller may submit an invoice for its Charges:

- (a) in accordance with the payment provisions of this Work Order and the executed Statement of Work; and
 - (b) for Charges that are calculated in accordance with this Work Order (and do not exceed the rates or total Charges specified in this Work Order) and the executed Statement of Work, for an amount not exceeding the approved quote.
- 2.10 If the Buyer rejects a quote, this Work Order will remain unchanged, and the Buyer may elect (in its sole discretion) whether to re-issue an amended request for Statement of Work.

Acknowledgement

- 2.11 The Seller acknowledges that:
 - 2.11.1 a Statement of Work will not be binding on the Buyer, and the Buyer will not have any liability under a Statement of Work, unless and until the Statement of Work has been duly executed by both parties (even if the quote has been Approved by the Buyer);
 - 2.11.2 the Buyer has absolute discretion to decide whether, and if so when, to make a request for Statement of Work;
 - 2.11.3 the Buyer makes no guarantee that it will request any Services, or any amount of Services, under this Work Order;
 - 2.11.4 the Buyer has no obligation to reimburse the Seller for its costs in quoting for services (including providing or negotiating a draft Statement of Work); and
 - 2.11.5 the Buyer may obtain Services the same as or similar to Services from a person other than the Seller (including from the Buyer's other panel providers).
- 2.12 A Statement of Work entered into by the parties must not seek to amend the terms of this Work Order. To the extent a Statement of Work purports to amend the terms of this Work Order, the relevant terms of the Statement of Work have no force or effect.
- 2.13 The Seller:
 - 2.13.1 warrants that the Buyer will not be charged any amount for Seller Personnel providing any Statement of Work to the extent that the Buyer is already being charged for those Seller Personnel including if the Buyer is already being charged for those Seller Personnel on a full time equivalent basis; and
 - 2.13.2 must ensure that:
 - (a) it first seeks to use the spare capacity of any Seller Personnel that the Buyer is already paying for on a full time equivalent basis to satisfy any request by the Buyer for the performance of Statement of Work; and
 - (b) any response to a request for Statement of Work includes a price that reflects the use of those Seller Personnel who have spare capacity with no additional Charges.

3. Application of Additional Terms

- 3.1 If the Buyer, any Buyer Personnel, Other Service Providers or an End User is required to Accept any terms or conditions that purport to (including through any licensing or usage statement, shrink or click wrap arrangement, external link, hyperlink, website, or Documentation or included in any Statement of Work, invoice or purchase order):
- 3.1.1 modify the terms that would otherwise apply in accordance with this Work Order;
 - 3.1.2 apply to any End User of the Services; or
 - 3.1.3 be incorporated into, add to, or otherwise amend this Work Order (**the Additional Terms**), including to the extent they purport to:
 - (a) apply Charges that are not consistent with or not calculated in accordance with this Work Order;
 - 3.1.4 apply licence or usage rights or metrics, or vary any licence or usage rights or metrics other than those set out in the Statement of Work;
 - 3.1.5 change the liability of the Buyer to the Seller from the position set out in this Work Order;
 - 3.1.6 reduce or limit any rights the Buyer would otherwise have under the terms of this Work Order, including any right for the Buyer to:
 - (a) terminate this Work Order or any part of this Work Order; or
 - (b) recover damages for breach;
 - 3.1.7 include any additional grounds for the Seller to terminate this Work Order or any licences granted pursuant to this Work Order;
 - 3.1.8 include any additional rights for the Seller or third parties to access or audit the Buyer's premises or systems; or
 - 3.1.9 limit or reduce the liability that the Seller or any third party would otherwise have under this Work Order,
- those terms do not create any separate agreement, do not vary this Work Order, and do not apply.
- 3.2 The Seller must ensure that the Buyer, the Buyer Personnel, Other Service Providers and End Users are not required to Accept any Additional Terms in order to receive or use the Services.

4. Reseller

- 4.1 The Seller is responsible for all aspects of the provision of the Services, regardless of whether it is a reseller of those Services.
- 4.2 This Work Order may specify that the Services are to be provided by the Seller as a reseller (**Reseller Services**) in accordance with one of the following options:
- 4.2.1 **Option 1 – Direct Supply from the Seller:** The Seller must supply the Reseller Services in accordance with the terms of a Statement of Work.

- 4.2.2 **Option 2 – Seller Facilitation:** The Seller must facilitate the supply of the Reseller Services to the Buyer by the original third party manufacturer or provider of the Reseller Services (**OPRS**) by arranging for the OPRS to enter into a separate contract with the Buyer for the supply of the Reseller Services (**OPRS Contract**). If this option is specified:
- (a) the terms and conditions of the OPRS Contract must be specified in or attached to this Work Order and must be consistent with the Requirements of a Statement of Work and this Work Order;
 - (b) the Seller must ensure that the OPRS enters into that OPRS Contract within any timeframe specified, or otherwise promptly after the start date of the relevant Statement of Work; and
 - (c) the Buyer must pay the Seller the Charges for the Reseller Services and the Seller must pay, and is responsible for, all amounts payable to the OPRS for the Reseller Services.
- 4.2.3 **Option 3 – Seller as Agent:** The Seller must supply the Reseller Services to the Buyer as the agent for the OPRS. If this option is specified:
- (a) the terms and conditions for the supply of the Reseller Services from the OPRS:
 - (i) must be specified in or attached to a Statement of Work and must be consistent with the Requirements of a Statement of Work and this Work Order; and
 - (ii) will create a contractual relationship between the OPRS and the Buyer when Buyer and the Seller (acting as the agent of the OPRS) enter into a Statement of Work;
 - (b) unless specified otherwise in a Statement of Work, the Buyer must pay the Seller the Charges for the Reseller Services and the Seller must pay, and is responsible for, all amounts payable to the OPRS for the Reseller Services; and
 - (c) the Seller warrants that it is fully authorised to enter into a Statement of Work as the agent of the OPRS in respect of the supply of the Reseller Services, and to bind the OPRS to the terms and conditions for the supply of the Reseller Services.

5. Phased Delivery

- 5.1 This clause 5 applies if a Statement of Work specifies that the Services must be delivered in phases, and to achieve any Gates specified in a Statement of Work.
- 5.2 The Seller must not commence the delivery of any phase unless and until it receives directions in writing to do so from the Buyer.
- 5.3 The timing for phases and the achievement of Gates will be specified in a Statement of Work.
- 5.4 The Seller must, during each phase, provide an estimate of the Charges it proposes for the provision of Services for the next Gate. If the Buyer approves the estimate, it will be deemed to be included in this Work Order as the agreed maximum Charges for that Gate. The Buyer acknowledges that an agreed estimate may need to be varied as the parties gain more knowledge of the Requirements of the next phase of a Statement of Work. Any changes to the Charges for a Gate must be implemented by an agreed variation to this Work Order.
- 5.5 At any time during the term of a Statement of Work, the Buyer may give the Seller a Notice specifying that the Buyer does not wish to engage the Seller to provide any future phase, provided the Seller has not yet commenced work on that phase.

5.6 For clarity a notice under clause 5.5:

- 5.6.1 unless otherwise specified in that Notice, is without prejudice to the Seller's disengagement, transition out or knowledge transfer obligations (if any) under a Statement of Work; and
- 5.6.2 is not a Notice of termination (whether under clause 23 of the Master Agreement or otherwise) and no compensation or other amount is payable to the Seller in relation to that notice or the decision not to proceed with future phases.

5.7 Before the commencement of any phase, the Buyer may review the Charges. If required by the Buyer, the Seller must negotiate in good faith to reduce the Charges including to provide the Buyer with the benefit of any decrease in the cost of performing the Services resulting from work performed in a prior phase. Any reduction to the Charges agreed in accordance with this clause 5.7 must be effected in accordance with clause 24 of the Master Agreement.

6. Definitions

6.1 The following defined terms have been used in this document:

- 6.1.1 **Accept** means acceptance by the Buyer of a Service, Deliverable or Milestone in accordance with clause 8 of these Additional Terms. **'Accept'** and **'Accepted'** have corresponding meanings.
- 6.1.2 **Acceptance Criteria** means a list of criteria that a Service, Deliverable or Milestone must meet before the Buyer will Accept it. The Acceptance Criteria may be defined in, or determined in accordance with, the applicable Statement of Work or a Deliverable.
- 6.1.3 **Buyer Project Manager** means the Buyer Project Manager identified in a Statement of Work.
- 6.1.4 **Certificate of Acceptance** means a certificate issued by Buyer stating that a Milestone, Service or Deliverable that is subject to Acceptance has been Accepted.
- 6.1.5 **Change Request** means a request (in a form approved by the Buyer) to Change the Services.
- 6.1.6 **Charges** means the Charges that compensate the Seller for all Services and Deliverables required to be provided in accordance with this Work Order and any Statement of Work.
- 6.1.7 **Commonwealth Entity** means any of the following:
 - (a) a Department or other Commonwealth Entity that is subject to the Public Governance, Performance and Accountability Act 2013 (Cth);
 - (b) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority);
 - (c) a body established by the Governor-General, or by a Minister of the Commonwealth, a State or a Territory, including a department; and

- (d) an incorporated company over which the Commonwealth, a State or a Territory exercises control.
- 6.1.8 **Coordinated Procurement Arrangement** means a Coordinated Procurement arrangement established by the Commonwealth which the Buyer has access to, and includes whole-of-government agreements with individual technology vendors as well as panel arrangements for the supply of certain categories of Products or services.
- 6.1.9 **Defect** means any failure of the Services the Seller has provided to meet the Requirements of any Statement of Work and which falls under Warranty
- 6.1.10 **Department Supplied Item** has the meaning given in clause 16.1.
- 6.1.11 **Design Documentation** means the documentary Deliverables to be provided by the Seller under a Statement of Work that the Buyer will procure and provide as Department Supplied Items. These include Conceptual Architecture Document (CAD), Logical Solution Architecture (LSA) and High Level Functional Design.
- 6.1.12 **Detailed Design** means a design which addresses all design issues required for the development and implementation of the Services, and includes all elements set out in the Statement of Requirements. These include Detailed Functional Design, and Detailed technical design.
- 6.1.13 **End User** means any personnel authorised by the Buyer to use, or have a requirement to use, the Services.
- 6.1.14 **Gates** means the Milestones that the Seller must achieve Acceptance for, for each phase of the Services, if specified in a Statement of Work.
- 6.1.15 **Incidental Services** has the meaning given in clause 10.
- 6.1.16 **Milestone** means a milestone specified in a Statement of Work. Milestones are used to measure or report progress. Charges may be linked to completion or Acceptance of a Milestone. Milestones will reflect delivery of key Services attributes and will not merely constitute monthly payment events.
- 6.1.17 **Other Service Provider** means any other contractor, consultant, or other person engaged to perform work of any description for the Buyer.
- 6.1.18 **Products** includes any software Products procured by the Buyer and provided to the Seller for the purpose of this Work Order.
- 6.1.19 **Requirements** means the Statement of Requirements included in this Work Order and includes any additional Requirements specified in an applicable Statement of Work.
- 6.1.20 **Reseller Services** has the meaning give in clause 4.2.
- 6.1.21 **Risk Management Plan** means the plan of that name which may be required to be developed by the Seller in accordance with a Statement of Work.
- 6.1.22 **Services** means the services to be provided under this Work Order, and includes the services specified in each agreed Statement of Work.

- 6.1.23 **Solution** means any platform or other technology to be procured by the Buyer, and to be developed and configured by the Seller, as provided in a Statement of Work.

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Part 2 Deliverables

7. Design Documentation

- 7.1 This clause 7 applies if a Statement of Work requires the Seller to develop or provide any Design Documentation.

Design Documentation

- 7.2 The Seller must develop and provide the Design Documentation for Acceptance by the Buyer in the manner and within the timeframe specified in a Statement of Work.
- 7.3 The Design Documentation must contain the information specified in a Statement of Work including, at a minimum:
- 7.3.1 a description of all components of the Services (and all Products used in or required for use with the Services), at a level of detail acceptable to the Buyer, with details of how they are integrated to form a Solution (if applicable); and
 - 7.3.2 details of configuration and integration work needed to ensure the Services meet the Requirements in a Statement of Work.
- 7.4 In preparing the Design Documentation the Seller must:
- 7.4.1 review all information provided or made available to the Seller about the Buyer's existing ICT environments or infrastructure, and actively seek any required or relevant information that has not been provided or made available; and
 - 7.4.2 undertake all work necessary to prepare and submit the Design Documentation to the Buyer for Acceptance, and all other Deliverables required for development, integration, testing, implementation and ongoing support of any Solution or Services Requirements, as specified in a Statement of Work.

Responsibility for overall design of the Design Documentation

- 7.5 Without limiting any other requirement in this Work Order (including the Requirements), the Seller is responsible for:
- 7.5.1 ensuring they utilise and comply with the Buyers policies, guidelines, standards, practices (including assurance forums), and templates for delivery of design, configuration, development and implementation outputs;
 - 7.5.2 ensuring the design incorporates Products that can be provided on terms consistent with the Requirements;
 - 7.5.3 ensuring that the design and operation of all Services (including any Solution developed by the Seller) is consistent with the Requirements;
 - 7.5.4 the suitability, configuration, integration, compatibility and interoperability of all Products which are incorporated in, or otherwise part of, the Services; and
 - 7.5.5 resolving any incompatibility, integration, interoperability or other design issue that may arise with respect to the Services.

7.6 The Seller has been engaged by the Buyer based on the Seller's expertise in providing the Services (including the Seller's ability to meet the Buyer's critical timeframes and security Requirements), and knowledge of the Products. The Buyer relies on the Seller to provide effective and professional advice regarding the design and components of the Services. Accordingly, clause 7.5 applies despite any:

7.6.1 involvement of the Buyer, users, other Sellers, or other stakeholders in:

- (a) providing any information or ideas about the Services;
- (b) procuring any components of the Services or a Solution; or
- (c) in workshoping or developing the design of the Services or a Solution; or

7.6.2 description in the Statement of Requirements involving any 'collaboration', 'cooperation' or 'co-design' (which are intended to reflect only an input of ideas into the relevant plan or design, but not any responsibility for the design itself).

8. Scope and services

8.1 Seller must perform the Services:

8.1.1 in accordance with this Work Order (including each agreed Statement of Work);

8.1.2 in accordance with:

- (a) any change management Requirements specified in the Statement of Requirements;
- (b) the Buyer's security Requirements and policies as specified in the Statement of Requirements or notified to the Seller from time to time;
- (c) other Documents as required by the Buyer and Notified to the Seller by the Buyer from time to time; and
- (d) any directions given by the Buyer from time to time (provided such directions are consistent with this Work Order);

8.1.3 in a manner that is able to meet the Buyer's changing needs over time as described in a Statement of Work;

8.1.4 so that the Services operate seamlessly together and achieve the Objectives;

8.1.5 with due consideration to the roles of the Other Service Providers and in accordance with the roles and responsibilities of the parties as set out in this Work Order;

8.1.6 in accordance with any timeframes (including so as to meet any Milestones) specified in this Work Order or such other timeframes as reasonably Notified to the Seller by the Buyer (or if no timeframes are specified or Notified, promptly and without delay);

- 8.1.7 in accordance with any volumes and delivery Requirements specified in a Statement of Work;
- 8.1.8 to meet or exceed any applicable Key Performance Indicators specified in accordance for a Statement of Work and otherwise to the satisfaction of the Buyer;
- 8.1.9 with due skill and care to the standard that would be expected of an experienced and professional contractor of similar Services and to ensure that the Services are of acceptable quality, are professionally designed, are made of good material and workmanship, and are materially free from Defects;
- 8.1.10 using Personnel (including Subcontractors) who have the skills needed for the proper performance of the Services and otherwise comply with the Requirements of this Work Order;
- 8.1.11 to ensure that all Deliverables:
 - (a) are complete and accurate;
 - (b) are prepared, manufactured and supplied in strict compliance with all relevant Laws and codes, including licensing obligations and work health and safety Laws; and
 - (c) are compatible with, and do not restrict the performance of, or otherwise adversely affect, the Department's existing systems; and
- 8.1.12 in accordance with all applicable Laws.
- 8.1.13 The Seller will lead and co-ordinate the approved Test Plan in collaboration with the Test Leads/Manager, including in respect of:

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- (i) performing Testing within the required timeframes, including:
 - Unit Testing;
 - Functional and System Integration Testing; and
 - Regression Testing;
- (ii) The Buyer will lead and co-ordinate Release testing and Quality Assurance, as further described in section 11.3.4.7 – 11.3.4.9
- (iii) The Seller is responsible for deployment to the functional testing environment.
- (iv) The Buyer is responsible for the development and maintenance of testing locations, non-functional environments conditions and processes.
- (v) The Parties are responsible for their respective test scripts and test data sets used in the performance of testing activities and keeping accurate records of all test results.
- (vi) The Seller will allow the Buyer reasonable access to observe the performance of any testing carried out by the Seller, provided that the Buyer does not cause any disruption to the routines, procedures, and responsibilities of the Seller.
- (vii) The Seller will require the Buyer's reasonable support during testing activities. The Buyer will undertake Release testing, including User Acceptance Testing (but without limiting the Seller's obligation to achieve Done), performance test, inter-Agency testing, and penetration testing as set out in the Project RASCI.
- (viii) The Buyer is responsible for the relationship and engagement of external Commonwealth Entities for integration testing.
- (ix) The Seller will assist in identifying, triaging and resolving defects.

9. Responsibility for Services

9.1 The Seller is not relieved of its obligations under this Work Order because of any:

9.1.1 involvement by the Buyer or Other Service Providers in:

- (a) the provision of the Services;
- (b) configuration of any Services in accordance with this Work Order;
- (c) complying with any instructions or directions given by the Seller;
- (d) providing any information or ideas about the Services; or
- (e) workshopping or developing the design of the Services;

- 9.1.2 description in the Statement of Requirements involving any 'collaboration', 'cooperation' or 'co-design' or similar wording or phrases (which are intended to reflect only an input of ideas into the relevant plan or design, but not any responsibility for the plan or design itself);
- 9.1.3 inability of the Seller to provide the resources (including Personnel) needed to perform the Services;
- 9.1.4 payment of the Charges to the Seller;
- 9.1.5 Approval, Acceptance, or Certification by the Department of any Services, Document, Milestones or Deliverables; or
- 9.1.6 subcontracting of the performance of the Services.

10. Incidental Services

10.1 Without limiting the Seller's obligations under this Work Order:

- 10.1.1 the Services, tasks and obligations set out in this Work Order do not, and must not be interpreted so as to, limit the Seller's obligations to the performance of only those Services, tasks and obligations;
- 10.1.2 the Seller must meet its obligations in a manner that is consistent with this Work Order, regardless as to whether or how the individual Services, tasks, and obligations are described;
- 10.1.3 the Seller must provide all resources and perform all Services, functions or responsibilities that a person in the information and communication technology industry (after considering vendor and Buyer views) would reasonably consider to be necessary or incidental to meeting the Service Levels and achieving the proper performance or provision of the Services; and
- 10.1.4 the Charges reflect all Services, functions and responsibilities the Seller must provide and meet in order to comply with this Work Order.

10.2 If the parties identify any tasks, obligations, functions, responsibilities, Services or resources that form part of the Services by virtue of clause 10.1, that are not expressly set out in Work Order (**Incidental Services**) then (without limiting the Seller's obligation to perform those Incidental Services under clause 10.1) the parties will document those Incidental Services by an agreed variation to this Work Order (without any effect on the Charges).

11. Total Responsibility

11.1 The Seller acknowledges and agrees that the Seller:

- 11.1.1 is fully responsible for the implementation and provision of the Services included in this Work Order including to ensure that the Requirements of this Work Order are met;

- 11.1.2 without limiting clause 11.1.1 above, retains responsibility for the overall design, consistency, delivery, interoperability, and functionality of all Services irrespective of the manner in which the Services are described (including in any Documentation); and
 - 11.1.3 without limiting its obligations under this Work Order, must Notify the Buyer if it becomes aware of any circumstances or Requirements under this Work Order that will, or are likely to, prevent the Seller from meeting its obligations under this Work Order.
- 11.2 Without limiting any other requirement in this Work Order, the Seller is responsible for (except to the extent specified in the Statement of Requirements):
- 11.2.1 ensuring the Services incorporate Products that can be provided on terms consistent with the reseller Requirements set out in clause 4 (if clause 4 applies);
 - 11.2.2 ensuring that the design and operation of the Services meet the Requirements set out in the Statement of Requirements;
 - 11.2.3 the suitability, configuration, integration, compatibility and interoperability of all Products which are incorporated in, or otherwise part of, the Services;
 - 11.2.4 ensuring that all of the Services provided are consistent and compatible with, and operate together with, all other Services provided;
 - 11.2.5 ensuring that all of the Services are integrated (or capable of being integrated) and compatible with all relevant components of the Buyer's systems, software, hardware or operations of the Buyer in accordance with this Work Order and otherwise in a manner which does not have any adverse impact on the Buyer's systems, software, hardware or the operations of the Buyer or require Changes to such systems, software, hardware or operations of the Buyer; and
 - 11.2.6 resolving any incompatibility, integration, interoperability or other design issue that may arise with respect to the Services.
- 11.3 The Seller must:
- 11.3.1 undertake all activities necessary to ensure that all components of the Services provided under this Work Order are fully and seamlessly integrated and function as a whole;
 - 11.3.2 notify the Buyer as soon as practicable of any problems or potential problems concerning the delivery or the integration of the Services with Buyer systems and take all reasonably necessary steps (that are within its control) to prevent or mitigate those problems or potential problems; and
 - 11.3.3 resolve any incompatibility, integration, interoperability or other issue that may arise during the performance of the Services provided under this Work Order at no additional cost to the Buyer.
- 11.4 The Seller grants to the Buyer the right to disclose information relating to communication protocols, interface standards, message formats, or any other electrical, mechanical or optical interface or other Requirements which may be required to be disclosed by the Buyer to an Other Service Provider so as to allow for the services, hardware, software and systems of those Other Service Provider to connect to, or communicate with, the Services, hardware, software and systems provided by the Seller or that form part of the Services.

12. Seller Flexibility and Autonomy

- 12.1 The parties acknowledge and agree that subject to meeting the Requirements of this Work Order, the Seller may use its experience, resources and expertise to determine how to best perform the Services in order to meet the Requirements of this Work Order.
- 12.2 The Seller must:
- 12.2.1 deliver the Services in a manner that is efficient, highly responsive, technologically contemporary and cost effective at all times;
 - 12.2.2 subject to this Work Order, continually plan for the evolution of the Services and modify the manner in which the Services are supplied so as to continue to meet the Requirements of this Work Order and to improve the performance standards without increasing the Charges or any other costs to the Buyer, provided that any changes to this Work Order must be documented in a variation; and
 - 12.2.3 deliver the Services in a manner that will reduce the costs to the Buyer (including the Charges) and to assist the Buyer to meet any future efficiency dividend Requirements it is obliged to achieve.
- 12.3 The Seller acknowledges and agrees that the Services provided under this Work Order need to be readily and rapidly flexible and adaptable to meet the changing needs and Requirements of the Buyer. The Seller must continuously seek to improve the quality, effectiveness and efficiency of the Services and their delivery.
- 12.4 Notwithstanding anything to the contrary in this Work Order, the Seller must Notify the Buyer in advance about any Change (other than an immaterial change) to the manner in which it will or intends to provide the Services (including the infrastructure and systems to be used) and any such Change must be:
- 12.4.1 approved by the Buyer in writing before it is implemented; and
 - 12.4.2 documented as required by this Work Order.

13. Exclusivity

- 13.1 The Seller acknowledges and agrees that it is not, and will not be, the exclusive provider of the Services and the Buyer may, at any time, perform or procure, or engage or retain third parties to provide, any Services or goods, or carry out any work that is the same as or similar to any part of the Services or work to be carried out by the Seller under this Work Order, and such engagement will not amount to:
- 13.1.1 a reduction in the scope of this Work Order;
 - 13.1.2 grounds for the Seller to revise or seek to revise the Charges;
 - 13.1.3 a release or waiver in respect of any of the Seller's obligations under this Work Order; or
 - 13.1.4 a repudiation of all or any part of this Work Order by the Buyer.

14. Acceptance

- 14.1 This clause 14 supplements the provisions of the Master Agreement and the Comprehensive Terms related to Acceptance of Deliverables and applies in respect of Deliverables that are subject to Acceptance (as set out in a Statement of Work).
- 14.2 Once a deliverable has been Accepted, it becomes a document that forms part of this Work Order and:
- 14.2.1 each party must comply with that Deliverable;
 - 14.2.2 all future Services must be performed so that they implement and are consistent with that Deliverable; and
 - 14.2.3 any changes to the Deliverable must be dealt with in accordance with the variation and governance Requirements applicable to this Work Order.
- 14.3 Where a Solution or other Service comprises multiple components, Acceptance will not occur until all components of the Solution or Service have been Accepted.
- 14.4 The Buyer will not be taken to have Accepted a Deliverable by use of the Deliverable, or by any other act or omission except the provision of a properly completed and executed Acceptance Certificate.

15. Warranty Period

- 15.1 The Seller must remedy any Defects in the Services notified to it or arising during the 3 month period from the date of Acceptance of those Services.
- 15.2 The Seller must remedy Defects:
- 15.2.1 at no cost to the Buyer; and
 - 15.2.2 within a timeframe acceptable to the Buyer and no later than 10 days after notification, unless a longer period is agreed.
 - 15.2.3 Production Defects identified during the acceptance process and any additional Defects that are raised during the Warranty Period, must be captured in the Product Backlog (marked as Defects by the Buyer Product Owner). Defects will be triaged by the Scrum team and categorised as per the Severity Defect Definitions in the table below. Ultimate discretion on the classification of the Defect severity during triage will rest with the Product Owner of the relevant User Story.
 - 15.2.4 In cases where acceptance will be given despite the existence of a Defect in the relevant deliverable, the number and type of Defects allowable for the purpose of acceptance must be approved by the Buyer and documented in Attachment A, Product Backlog.

Type of Defects

| | |
|-----------------|---|
| Critical (Sev1) | The Defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature |
| Major (Sev2) | The Defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. |
| Minor (Sev3) | The Defect affects minor functionality or minor data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module but the task is doable if 10 complicated indirect steps are followed in another module/s. |
| Trivial (Sev4) | The Defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies, spelling/grammatical errors. |

- 15.2.5 All non-trivial Defects identified during the Warranty Period will be captured in the Product Backlog (marked as Defects by the Buyer Product Owner). It is up to the Seller to manage costs, timings and resources for Defect resolution. There must not be any impact to the pricing to the Buyer or any delay in achieving the milestones (unless there is a change agreed by the parties in accordance with the Work Order variation process).

16. Supplied Items

16.1 This clause 16 applies:

- 16.1.1 if the Services or a Solution incorporate a Product which is to be procured by the Buyer and supplied to the Seller or made available for use by the Seller; and
- 16.1.2 if the Seller requires or recommends (including in the Design Documentation or any other Deliverable) that the Buyer maintain or acquire particular Products which are not incorporated in, or otherwise part of, the Services or a Solution but are needed in order to ensure the Services or a Solution meets the Requirements of this Work Order;

in either case referred to as **Department Supplied Items**.

16.2 For all Department Supplied Items:

- 16.2.1 the Seller must ensure that those Department Supplied Items represent ongoing value for money to the Buyer, including by selecting Department Supplied Items based on a comparative analysis of the relevant financial and non-financial considerations for that type of Department Supplied Items including:
- (a) fitness for purpose;
 - (b) performance history;
 - (c) flexibility (including innovation and adaptability over the lifecycle of the Services);

- (d) environmental sustainability (such as energy efficiency and environmental impact); and
- (e) whole-of-life costs,

and not based on any proprietary or any other interest the Seller may have in relation to those Department Supplied Items;

16.2.2 the Seller must disclose in writing to the Buyer any:

- (a) proprietary interest the Seller has in the Department Supplied Item; and
- (b) other interest in the Department Supplied Item from which it or its related entities derive benefit (other than from the Charges payable in accordance with this Work Order);

16.2.3 the Seller must assist the Buyer to:

- (a) negotiate suitable terms for the Department Supplied Item which are compatible with the Requirements; and
- (b) ensure the Buyer has licence and usage rights that are compatible with the Requirements and otherwise meet the Buyer's objectives for the Deliverables and the Services as identified in this Work Order;

16.2.4 if the Seller is unable to negotiate terms of use for any component of the Services that are consistent with the Requirements and this clause 16, the Seller must source and offer an alternative component that does meet those Requirements;

16.2.5 the Seller is responsible for:

- (a) the integration, compatibility and interoperability of the Department Supplied Items as part of the Services; and
- (b) the suitability of the Department Supplied Items, any conclusions, recommendations, assumptions or interpretations made by the Seller on the basis of the Department Supplied Items, and the Seller's application or use of those Department Supplied Items;

16.2.6 the Seller must manage the arrangements for the Department Supplied Items for the benefit of the Buyer to meet the Requirements of this Work Order and the Accepted Deliverables, including to ensure that any emerging risks or incompatibility issues are promptly raised, with cost effective options for mitigating the risks or resolving the risks provided;

16.2.7 the Seller must:

- (a) comply with its obligations under the arrangements for the Department Supplied Items;

- (b) provide support to the Buyer, as set out in this Work Order and as otherwise reasonably requested, to help the Buyer to comply with its obligations under the arrangements for the Department Supplied Items; and
 - (c) as far as practicable, use the Department Supplied Items in the and performance of the Services in a manner that is effective and efficient;
- 16.2.8 the Seller must ensure that no act or omission of the Seller or Seller Personnel causes the Seller, the Buyer or another Commonwealth Entity to be in breach of the arrangements under which the Department Supplied Items is provided; and
- 16.2.9 if the Seller considers that a supplier of the Department Supplied Items is not complying with its obligations under the arrangement for the Department Supplied Items or cannot or will not perform its obligations under that arrangement in an effective and efficient manner, the Seller must promptly notify the Buyer and act in accordance with the reasonable directions of the Buyer in respect of the non-compliance.
- 16.3 The Seller must obtain the Buyer's prior written approval to any third party terms the Seller proposes to create any contractual or other legal liability on the part of the Buyer or any other Commonwealth Entity.
- 16.4 For clarity, nothing in this clause limits the Seller's obligations under this Work Order in relation to Department Supplied Items.
- 17. Performance Management Framework**
- 17.1 If a Statement of Work includes any Key Performance Indicators, the Buyer and Seller must measure and report on its performance against those Key Performance Indicators.
- 17.2 If the Contractor fails to achieve a Key Performance Indicator for which Service Credits are payable, the Contractor:
 - 17.2.1 subject to clause 17.1, must pay Service Credits to the Buyer;
 - 17.2.2 acknowledges that the Service Credits have been calculated and agreed based on the required level of performance of the Services under this Work Order, and the anticipated reduction in the value of the Services if the Seller does not meet or exceed a relevant Key Performance Indicators;
 - 17.2.3 acknowledges that any Service Credits calculated in accordance with this Work Order are a genuine pre-estimate of the loss and damage the Buyer will suffer because of the Key Performance Indicator failure; and
 - 17.2.4 acknowledges that payment of any Service Credits will be without prejudice to any other rights or remedies the Buyer has against the Seller under, or arising from, this Work Order because of the Key Performance Indicator failure. However, the quantum of any claim by the Buyer against the Seller for damages will be reduced by the value of any Service Credits that have been applied for a Key Performance Indicator failure that was caused by the same event that gave rise to the right to recover damages.

18. Using Coordinated Procurement Arrangements

- 18.1 If any components of Services are available for purchase under a Coordinated Procurement Arrangement and if the Buyer elects (or is required by Commonwealth policy) to purchase the components under that Coordinated Procurement Arrangement:
- 18.1.1 then the Seller must provide all assistance reasonably required by the Buyer to facilitate the procurement of the relevant components of Services under the Coordinated Procurement Arrangement; and
 - 18.1.2 if the Coordinated Procurement Arrangement allows for the Seller to purchase the components of Services for and on behalf of the Buyer (e.g. as an authorised third party), if required by the Buyer and provided the Buyer approves the terms of the purchase in writing and in advance, the Seller must purchase the component of Services under that Coordinated Procurement Arrangement.
- 18.2 While components of Services may be procured under a Coordinated Procurement Arrangement, this does not limit the Seller's obligations set out in these Additional Terms.

19. Buyer Responsibilities

- 19.1 The Buyer must:
- 19.1.1 act reasonably in performing its obligations and exercising its rights under this Work Order;
 - 19.1.2 work cooperatively and collaboratively with the Seller;
 - 19.1.3 where requested, provide reasonable assistance to the Seller to allow the Seller to perform its obligations; and
 - 19.1.4 discharge any Buyer obligations set out in this Work Order (which may include providing information or reviewing Deliverables for approval) without undue delay.
 - 19.1.5 In addition to any other obligations or responsibilities described in this Work Order the following is a list of matters for which the Buyer will be responsible:

- 1.1.1.1. System architecture, development of the overall system architecture, and sub-system architecture and assurance of deliverables against these artefacts;
- 1.1.1.2. Program and project governance, including a mechanism to manage change control, resolve issues, escalation forum and an appropriate forum to discuss the progress of the program and project;
- 1.1.1.3. Release testing;
- 1.1.1.4. Items of Buyer responsibility detailed in the Project RASCI (which is to be agreed by the Buyer and the Seller) at Attachment E;
- 1.1.1.5. The Buyer has separate Buyer teams undertaking services on the same set of code base as the Seller. In order to support the Seller's delivery of the services under this SOW, the Buyer has the responsibility to:
 - a) manage the code base;
 - b) run daily check-in with the respective Buyer and Seller teams;
 - c) resolve issues caused by the Buyer teams;
 - d) support code deployment and support errors;
 - e) undertake regular code mergers; and
 - f) ensure availability of environments to support the Seller
- 1.1.1.6. Buyer Out of scope;
 - a) Performance of Seller responsibilities.

20. Order Transition Out

General

- 20.1 The Seller agrees that it is critical for the Buyer to have continuity in relation to the Services. For that reason, the Buyer relies significantly on the Seller fulfilling obligations in this clause 20 in respect of the transition out of the Services (**Transition Out Services**). Accordingly, the Seller must ensure that the transition out occurs in a timely and orderly manner during the period required by the Buyer (**Transition Out Period**).
- 20.2 The Seller acknowledges and agrees that:
 - 20.2.1 the rights of the Buyer in this clause 20 may be exercised by any Commonwealth Entity; and
 - 20.2.2 its obligations in respect of the Buyer apply to any Commonwealth Entity,

as required by that Commonwealth Entity and as applicable to the Services reused by that Commonwealth Entity.

Transition Out Plan

20.3 If requested by the Buyer, the Seller must:

- 20.3.1 prepare and submit to the Buyer for Acceptance, a plan to perform the Transition Out Services (**Transition Out Plan**) in accordance with the Requirements set out in this clause 20 and any additional Requirements in this Work Order or otherwise Notified by the Buyer;
- 20.3.2 regularly review and update the Transition Out Plan, and submit the reviewed and updated plan to the Buyer for Acceptance, in accordance with the timeframes set out in this Work Order or otherwise required by the Buyer;
- 20.3.3 make any amendments to the Transition Out Plan which are requested by the Buyer and submit the updated Transition Out Plan to the Buyer for review; and
- 20.3.4 ensure that, at all times during the term of this Work Order, on 20 Business Days' notice, it is able to deploy all necessary resources to undertake Transition Out Services in accordance with the approved Transition Out Plan.

Requirements for Transition Out Services

20.4 Transition Out Services must include (at a minimum) the following:

- 20.4.1 to the extent required by the Buyer, procuring licences for or ongoing rights to use any third party material or Products used in the Services;
- 20.4.2 the provision to the Buyer or its nominee of all information including data, manuals and other documentation and training necessary for the Buyer or its nominee to assume the provision of the Services, or provision of goods or Services similar to the Services;
- 20.4.3 making key Seller Personnel and other Seller Personnel (as required by the Buyer) available for discussions with the Buyer or its nominee as may be required to ensure orderly transition of the Services;
- 20.4.4 the delivery to the Buyer or its nominee of all documents which are necessary to enable the Services, or goods or Services similar to the Services to be provided by the Buyer or its nominee in a manner which ensures orderly transition and continuity of the provision of the Services;
- 20.4.5 at the Buyer's request, the novation of all contracts or licences relating to the provision of the Services to the Buyer or its nominee at no additional charge to the Buyer, unless otherwise agreed by the parties;
- 20.4.6 allowing new Sellers, if any, to access the Seller's premises to assist in the orderly transition of the provision of the Services or goods or Services similar to the Services; and
- 20.4.7 comply with the reasonable Requirements of the Buyer during and after the Transition Out Period.

No removal or redeployment of Key Personnel

- 20.5 The Seller must not, at any time during any Transition Out Period, remove or redeploy from provision of the Services (including the provision of Transition Out Services), any of its Personnel other than as approved by the Buyer.

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Part 3 Governance

21. Governance

- 21.1 The Seller acknowledges the importance of ensuring it engages with the Buyer and agrees to (at no additional cost) participate in any governance forums, reviews and governance activities as specified in this Work Order or otherwise required by the Buyer or any Commonwealth Entity which uses the Services (which may include forums, reviews and governance activities with other contractors).
- 21.2 The governance framework and arrangements supporting the delivery of the Services and the relationship between the Buyer, Commonwealth Entities and the Seller will be reviewed by the Buyer on a regular basis. The governance framework may be revised at the Buyer's discretion and the Seller must (at no additional cost) comply with any changes to the governance Requirements implemented by the Buyer from time to time.
- 21.3 For clarity, this clause 21 does not limit the Seller's obligations in this Work Order (including the Requirements).

22. Intellectual Property Rights – General Licence And Usage Rights

- 22.1 This clause 22 supplements the provisions of the Master Agreement and Comprehensive Terms regarding Intellectual Property Rights.
- 22.2 The Seller must assist the Buyer to procure the Products required to deliver or perform the Services, on terms that are acceptable to the Buyer, and on terms that are consistent with the Requirements.
- 22.3 The Seller must ensure the provision to the Buyer of Intellectual Property Rights that are consistent with these Additional Terms, the Requirements and this Work Order.
- 22.4 Without limiting clause 22, the Seller must ensure that:
- 22.4.1 usage rights in respect of the Services permit use by any number of users, and for any volume of transactions, in accordance with the metrics specified in this Work Order and the Charges specified as applicable to those metrics; and
 - 22.4.2 the metrics used to calculate Charges are consistent with the Requirements and are expressly specified in this Work Order.
- 22.5 The Buyer's rights obtained pursuant to clause 10 of the Comprehensive Terms must:
- 22.5.1 continue for the term of this Work Order and any disengagement or transition period under this Work Order;
 - 22.5.2 permit configuration of all Products to the extent necessary to enable the Product to be used in accordance with this Work Order; and
 - 22.5.3 permit the Buyer to test and evaluate the Product, and confirm its suitability, compliance with the Requirements, Service Levels and other operational Requirements.
- 22.6 The Buyer's rights and the Seller's obligations in these Additional Terms apply to the exclusion of any terms of conditions of use, restrictions or additional Charges set out in any:
- 22.6.1 licensing or usage statements;

22.6.2 shrink wrap arrangements;

22.6.3 hyperlink terms; or

22.6.4 click-wrap arrangements,

wherever appearing, and whether or not user 'acceptance' is required or provided. The Seller agrees that where use of a Product requires user 'acceptance' of such terms in order to use the Services or a Product, such acceptance is deemed to be acceptance of the terms of this Work Order, to the exclusion of all other terms, and does not create a separate contract with users or impose terms and conditions that are not included in this Work Order.

23. General

23.1 The Seller must ensure that the design and development of the Deliverables and the provision of the Services aligns with:

23.1.1 existing Whole of Government policies, frameworks and strategies (including the Digital Service Platforms Strategy, Whole of Government Hosting Strategy, Secure Cloud Strategy, National API Design Standards and the Digital Service Standard); and

23.1.2 the Buyer's policies and standards specified in this Work Order or as notified to the Seller from time to time.

24. Digital Sourcing Contract Limits and Reviews Policy

24.1 The Seller acknowledges that this Work Order is subject to the *Digital Sourcing Contract Limits and Reviews Policy*. Accordingly, the parties must comply with the *Digital Sourcing Contract Limits and Reviews Policy*, including the rules under the policy for all digital (including ICT) contracts.

25. Small and Medium Enterprises

25.1 The Seller must, where possible, seek to engage small and medium enterprises (**SMEs**) as subcontractors to perform the Services, or parts of the Services.

26. Development Methodology

26.1 A Statement of Work may specify the Buyer's requirements for the development methodology for the Services (i.e. agile, waterfall or a hybrid model as required by the Buyer), and the Seller must perform the Services in accordance with those requirements.

27. Notification of Significant Events

27.1 For the purposes of this clause, '**Significant Event**' means:

27.1.1 any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Seller or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or

- 27.1.2 any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the seller or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 27.2 The Seller must immediately issue the Buyer a Notice on becoming aware of a Significant Event.
- 27.3 The Notice issued must provide a summary of the Significant Event, including the date that it occurred, the nature of the event, and whether any Specified Personnel or other personnel engaged in connection with the Services were involved.
- 27.4 The Buyer may notify the Seller in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Seller must issue a Notice in relation to the event within three (3) Business Days of being notified by the Buyer.
- 27.5 Where reasonably requested by the Buyer, the Seller must provide the Buyer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 27.6 If requested by the Buyer, the Seller must prepare a draft remediation plan and submit that draft plan to the Buyer's Contract Manager for approval within ten (10) Business Days of the request.
- 27.7 The draft remediation plan prepared by the Seller must include the following information:
- 27.7.1 how the Seller will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Seller with its other obligations under the Statement of Work;
 - 27.7.2 how the Seller will ensure events similar to the Significant Event do not occur again; and
 - 27.7.3 any other matter reasonably requested by the Buyer.
- 27.8 The Buyer will review the draft remediation plan and either approve the draft remediation plan or provide the Seller with the details of any changes that are required. The Seller must make any changes to the draft remediation plan reasonably requested by the Buyer and resubmit the draft remediation plan to the Buyer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Buyer. This clause will apply to any resubmitted draft remediation plan.
- 27.9 Without limiting its obligations under this Work Order (including each agreed Statement of Work), the Seller must comply with the remediation plan as approved by the Buyer. The Seller agrees to provide reports and other information about the Seller's progress in implementing the remediation plan as reasonably requested by the Buyer.
- 27.10 A failure by the Seller to comply with its obligations under this clause will be a material breach of the Statement of Work. The Buyer's rights under this clause are in addition to and do not otherwise limit any other rights the buyer may have under the Statement of Work. The performance by the Seller of its obligations under this clause will be at no additional cost to the Buyer.

28. Corrupt Conduct

- 28.1 The Seller warrants that the Seller nor any of its personnel has attempted to, or will attempt to engage in corrupt behaviour as defined in the *National Anti-corruption Commission Act 2022* (Cth).

29. No-Personal Information

- 29.1 The Seller represents and warrants that it will not transfer, store or otherwise utilise personal data gained, accessed or created in connection with this Work Order in a manner that will make that data subject to any data protection laws outside Australia.

30. Access

- 30.1 Notwithstanding anything to the contrary, the parties agree that the buyer shall not have access to the seller's internal costs and margins. However, this does not prevent the buyer accessing and disclosing aggregate pricing under this work order.

31. Escalation

- 1.2. The Seller representative is defined as the official single point of contact for the Project. The Seller Representative is noted at clause 4 of the Work Order. The Buyer Representative is noted at clause 5 of the Work Order.**

- 31.1 If during the project, and after steps have been taken to resolve at 1) the project level and 2) throughout the Agile Sprint Meetings disagreements occur, then the following mechanism will be used to manage and resolve escalations. This process does not include legal disputes.

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| Level at which Dispute is resolved / escalated, in order of escalation | Buyer | Seller |
|--|---|---|
| Project Level | Written Issue presented to project team in project meeting, describing the issue, the resolutions considered to date, the proposed resolution and any response to the proposal. | Written Issue presented to project team in project meeting, describing the issue, the resolutions considered to date, the proposed resolution and any response to the proposal. |
| First Level Escalation (above Project Team) | Escalation to the Executive responsible for the project in the Seller organisation (e.g. Seller Buyer Client Account Lead) | Escalation to the Executive responsible for the project in the Buyer organisation (Assistant Secretary – Design, Digital and Release, or as notified in writing by the Buyer) |
| Second Level Escalation | Escalation to the Program Escalation forum | Escalation to the Program Escalation Forum |
| Third Level Escalation | Escalation to the Management Executive responsible for Department of Health Accounts (Seller Federal Health Account Executive) | Escalation to the Management Executive responsible for expenditure in the Buyer Organisation (First Assistant Secretary – Digital Transformation & Delivery- Aged Care Services & Sustainability, or as notified in writing by the Buyer) |
| Final Escalation | Notice Under the Contract | Notice Under the Contract |

Attachment 1 – Statement of Work

<The Additional Terms lay out the seller's responsibilities in performing the work

Each Statement of work will contain

- (a) The name of the work package. E.g. Design Document, <project/functional delivery name>*
- (b) The objectives, background and context to the work package*
- (c) The RACI of stakeholders /contacts to be consulted, and their specific responsibilities (RACI)*
- (d) The specific deliverables, set out in the Deliverables Schedule table below, and*
- (e) The milestone payments.*
- (f) The methodology for delivery*

Sellers are to provide a 'statement of work' for each 'work package.

Work packages can be independent or dependent, but only the work performed to deliver a work package will be paid for.>

STATEMENT OF WORK

Contract Variation Order

Number

Work Order

Date Proposed

Originator

**Implementation Date of
Contract Variation**

Background

SIGNED for and on behalf of **Seller** by its authorised representative:

Date:

Name of witness:

2. STRUCTURE OF THIS SOW

- 1 This SOW is comprised of the following parts:
- 2 **Part 1 – Introduction and Overview.**
- 3 **Part 2 – Project Objectives and Scope.** Which sets out the Project Objectives.
- 4 **Part 3 – Statement of Requirements and Baseline Requirements for the Solution.**
- 5 **Part 4 – Program Increments.**
- 6 **Part 5 – Delivery Methodology.** Which sets out the methodology of how the Seller will deliver the Solution and other deliverables included in each Program Increment (e.g. Sprint planning).

ATTACHMENT A – PRODUCT BACKLOG

ATTACHMENT B – TARGET SCOPE

ATTACHMENT C – PROPOSED TIMELINE

ATTACHMENT D – SOLUTION ASSUMPTIONS AND DEPENDENCIES

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3. PART 1 – INTRODUCTION AND OVERVIEW

3.1. BACKGROUND

3.2. OVERVIEW

4. OVERVIEW OF THE REQUIREMENTS

5. OVERVIEW OF THIS SOW

6. PART 2 - PROJECT OBJECTIVES AND SCOPE

6.1. PROJECT OBJECTIVES

6.2. SCOPE OF WORK IN THIS SOW

6.3. OUT OF SCOPE ITEMS:

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7. PROPOSED TIMELINE

8. PERSONNEL TO DELIVER THE SERVICES

8.1. PROJECT TEAM

The Project will be implemented by a combined team (the "Project Team"). The Seller will provide resources on the pricing basis as set out in Attachment 3:

8.1.1. Buyer will be responsible for the roles set out against the Buyer name in the Project RASCI.

8.1.2. Seller's Specified Key Personnel:

The Seller will take all measures within its reasonable control to ensure that the Specified Key Personnel below are available on a consistent basis during the term of the Project unless changes are agreed in writing between the Buyer and the Seller.

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| Personnel Name | Role | Description |
|-------------------|------|-------------|
| | | |

9. PART 3 –STATEMENT OF REQUIREMENTS AND BASELINE REQUIREMENTS FOR THE SOLUTION

9.1. MISCELLANEOUS.

(not used)

10. PART 7 – MISCELLANEOUS

10.1. CHANGE CONTROL

10.1.1. The Buyer may agree to a change in the Product Backlog without a formal work order variation, by the authorised Buyer representative and the Seller representative for clarity, all other proposed changes to this SOW must comply with clause 24 of the Master Agreement.

10.2. PROJECT GOVERNANCE

10.2.1. The Parties are working collaboratively regarding the Governance process as set forth in this SOW, including the Project Change Governance set out in Attachment G, and will review and determine any Governance updates as part of improved ways of working. Further, the Parties agree to continue the governance processes that have been introduced in October 2022, to be documented in January 2023, which includes but not limited to:

10.2.2. Seller maintaining daily communication with the Planning and Delivery Branch lead;

10.2.3. a similar Programme Scrum of Scrums ('PSOS') structure to support integrated delivery;

10.2.4. a continuation of the executive-level focus on issue resolution by both Parties;

- 10.2.5. Seller leading work with the Buyer on identifying and supporting: quality issues (including Defect approach); scoping, estimating and delivery; and change and issue resolution;
- 10.2.6. The parties will use a 3-layered governance structure with Project Board (Steering Committee), Project Management Team (PM Team), and Agile Sprint Meetings (further described in Part 5 – Delivery Methodology) as the 3 layers. A more detailed Project Governance structure will be agreed and defined during Sprint 1.
- 10.2.7. Meetings and reporting

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| Channel | Frequency | Owner | Attendees | Purpose |
|---|--------------|--|---|--|
| Meetings | | | | |
| Scrum Stand-ups | Daily | (Buyer) Scrum Master | Scrum Team | <ul style="list-style-type: none"> - Verbal meetings to track iterative delivery progress - Tasks planned to be completed in the next day - Impediments or roadblocks that will prevent task completion |
| GPMS PCR Forum | Weekly | (Buyer) Change Manager | Program Leadership | <ul style="list-style-type: none"> - To track Change Request progress |
| Sprint Planning | Fortnightly | (Buyer) Product Owner / Scrum Master | Scrum Team | <ul style="list-style-type: none"> - Agree what will be committed for the delivery in the sprint, review of estimates |
| Program Escalation forum | Weekly | (Buyer) Program Manager | Program Leadership | <ul style="list-style-type: none"> - Manage: Risks, Assumptions, Issues, Dependencies |
| Leadership update | Weekly | (Buyer) Program Director Level | Program Leadership | <ul style="list-style-type: none"> - Program updates |
| Project Team Meetings | | | | |
| Project Meeting | As necessary | Seller | PM Level, PM Team and specialists as required | <ul style="list-style-type: none"> - Tasks in-progress with expected timelines for completion - Issues/Concerns - Escalation of Issues Minutes taken |
| Risk Review Meetings (As Required) | Monthly | PM Level, Team and specialists as required | PM Level | <ul style="list-style-type: none"> - Review Risk Log and advise on updates or actions such as escalation to the Board Minutes Taken |
| Project Status Reports | Weekly | Seller | PM Level, PM Team Directors as required | <ul style="list-style-type: none"> - Seller and Buyer to align reporting periods to provide a single combined report to the board monthly |
| Ad hoc Meetings and Reports | As required | As required | As required | <ul style="list-style-type: none"> - As required |
| Project Board (Steering Committee) | | | | |

| Channel | Frequency | Owner | Attendees | Purpose |
|------------------------------------|-------------|---------------------------|---|--|
| Board Meeting | Fortnightly | Buyer / Seller Leadership | PM's, Board Members, Others as required | - Verbal updates and review of Monthly Report |
| Reports | | | | |
| Progress Reports | Fortnightly | Seller | Report | The Progress Report will provide an update on the progress of the work to date (what was planned against what was completed) and any changes. |
| R4 and R5 Monthly Acquittal Report | Monthly | Seller | Report | Monthly acquittal report that shows the breakdown of services performed in the previous month at least at a project level and confirmation of the budget has been spent with respect to the funding, schedule and terms of the SOW. Timesheets for all Seller personnel must be included if requested by Buyer. |

7 DOCUMENTARY DELIVERABLES

10.2.8. If included in the Program Increment plan, the Seller must provide the following documentary deliverables for Buyer acceptance, as specified in a Program Increment Plan in a format and at the timeframes or milestones specified in that Program Increment Plan.

| No. | Deliverable Name | Purpose | Deliverable Description |
|-----|--|--|---|
| 1. | Detailed Security Design | To document the detailed security design and implementation patterns based on the requirements identified during the Previous Work Order and the Work Order. | <p>To be agreed between the Parties.</p> <p>The Detailed Security Design deliverable which covers the following topics:</p> <ol style="list-style-type: none"> 1. Security Designs <p>This comprises of the following documents:</p> <ul style="list-style-type: none"> -System Security Plan (SSP) -Threat and Risk Assessment (TRA) <p>These documents represent inputs to the “as-built” documentation and cover topics listed in Section 12.8.2.</p> <p>NOTE for QFR: Security Architecture is not part of the QFR scope, this will be completed under GPMS. Authority To Operate may require some elements of Security Architecture.</p> |
| 2. | As-Built Functional and Technical Documentation | To capture key Solution features and configurations as delivered in Build Phase. | <p>To be agreed between the Parties.</p> <p>The As-Built Documentation covering the following topics:</p> <ol style="list-style-type: none"> 1. Functional User Stories (where agreed). 2. Interface Specification Designs. 3. Data Migration Approach and Mapping |
| 3. | Final Security Report (To be agreed between the Parties) | To summarise the overall security posture of the developed Solution for security | To be agreed as between the Parties. |

| No. | Deliverable Name | Purpose | Deliverable Description |
|-----|----------------------------------|--|--|
| | | accreditation by the Buyer. | <p>The Final Security Report deliverable which covers the following topics:</p> <ol style="list-style-type: none"> 1. Security vulnerabilities identified through security testing (including secure code review). 2. Salesforce security assessment. 3. Penetration test report (if required) and mitigation strategies for residual risks. <p>Note: The Buyer requires the Solution to be accredited through an IRAP assessment. The Final Security Report will also address concerns identified during the accreditation process.</p> <p>The ITSA will be included in the documentation development review, providing feedback to ensure the security documentation meets the Commonwealth's requirements.</p> |
| 4. | Test Plan for Functional Testing | To document the test approach for functional verification and testing of the Solution. | <p>To be agreed as between the Parties, and in negotiation with the Enterprise Testing Group.</p> <p>The Functional Test plan(s) may cover the following topics:</p> <ol style="list-style-type: none"> 1. Functional Test Approach Overview, including outline and scope of each test phase. 2. Functional Testing Process and High-Level Plan including acceptance processes. 3. Functional Testing Tools, and how they will meet the objectives of the test phase. 4. Overview of Testing Environments. <p>Note, draft versions of this documentation will be presented to the Buyer in earlier delivery phases.</p> |
| 5. | Inputs to the Buyer | Inputs to the Buyer document for the | The inputs to the Buyer's Implementation (including testing and data |

| No. | Deliverable Name | Purpose | Deliverable Description |
|-----|---|--|--|
| | Implementation Plan | implementation approach for the Solution in production, including the release and migration schedule, and required implementation plans. | migration) plan which will cover the following topics: <ol style="list-style-type: none"> 1. Project Schedule. (Note: The Seller will produce and maintain a project schedule relevant to the work being undertaken by the Sellers deliver teams only. |
| 6. | Inputs to the Buyer's Operations Manual | Inputs to the Buyer's document the identified operational procedures required to manage and operate the Solution in production. | <p>To be agreed as between the Parties.</p> <p>The inputs to the Buyer's Operations Manual covering the following topics (Note: does not include Salesforce Out of The Box Functionality (OOTB) documentation):</p> <ol style="list-style-type: none"> 1. Business Operations processes and procedures 2. GPMS configuration Management as detailed in the One Note Knowledge Base and/or the wiki, written into a readable format. |
| 7. | Transfer of Information | To document key change and transition management actions required to support a successful adoption of the delivered Solution. | <p>To be agreed as agreed between the Parties where Accenture is engaged for Transition Out Requirements.</p> <ol style="list-style-type: none"> 3. |

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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Review of draft Request for Proposal [SEC=OFFICIAL]
Date: Tuesday, 6 February 2024 4:32:22 PM
Attachments: [image001.png](#)

Hi [REDACTED]
[REDACTED]

I have reviewed the documents, and noted the suggested edits by [REDACTED]
[REDACTED]

I have no other issues with the documents and are cleared to proceed.

Regards

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Director Procurement Advisory Services

Financial Management Division | Corporate Operations Group
Corporate and Financial Services Branch
Australian Government Department of Health and Aged Care
T: 02 6289 [REDACTED] | E: [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)
Location: Sirius Building 3.S.149
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: [REDACTED] <[\[REDACTED\]@Health.gov.au](mailto:[REDACTED]@Health.gov.au)>
Sent: Tuesday, February 6, 2024 2:08 PM
To: [REDACTED] <[\[REDACTED\]@health.gov.au](mailto:[REDACTED]@health.gov.au)>, [REDACTED]
[REDACTED] <[\[REDACTED\]@health.gov.au](mailto:[REDACTED]@health.gov.au)>
Cc: [REDACTED] <[\[REDACTED\]@Health.gov.au](mailto:[REDACTED]@Health.gov.au)>, [REDACTED]
[REDACTED] <[\[REDACTED\]@health.gov.au](mailto:[REDACTED]@health.gov.au)>, [REDACTED] <[\[REDACTED\]@health.gov.au](mailto:[REDACTED]@health.gov.au)>
Subject: RE: Review of draft Request for Proposal [SEC=OFFICIAL]

Hi [REDACTED]
[REDACTED]

As requested, please see attached.

The RFP doc (part 14) asks for the vendor to detail how it will meet the minimum requirements of the Indigenous Procurement Policy.

The draft contract (part 15 of the Terms and Conditions) contains the requirement to comply with the IPP.

As always, if you have any questions, please do not hesitate to contact me on Webex or §47E(c), §47F

§47E(c), §47F

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
Australian Government Department of Health and Aged Care

M: §47E(c), §47F

Location: Sirius Building

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.

From: §47E(c), §47F <[§47E\(c\), §47F@health.gov.au](mailto:§47E(c), §47F@health.gov.au)>

Sent: Tuesday, February 6, 2024 1:37 PM

To: §47E(c), §47F <[§47E\(c\), §47F@Health.gov.au](mailto:§47E(c), §47F@Health.gov.au)>; §47E(c), §47F

§47E(c), §47F <[§47E\(c\), §47F@health.gov.au](mailto:§47E(c), §47F@health.gov.au)>

Cc: §47E(c), §47F <[§47E\(c\), §47F@Health.gov.au](mailto:§47E(c), §47F@Health.gov.au)>; §47E(c), §47F

§47E(c), §47F <[§47E\(c\), §47F@health.gov.au](mailto:§47E(c), §47F@health.gov.au)>; §47E(c), §47F <[§47E\(c\), §47F@health.gov.au](mailto:§47E(c), §47F@health.gov.au)>

Subject: RE: Review of draft Request for Proposal [SEC=OFFICIAL]

Hi §47E(c), §47F

Can you please provide the IPP checklist as part of the document set for review. [IPP-Checklist.docx \(sharepoint.com\)](#)

Regards

§47E(c), §47F

§47E(c), §47F

Director Procurement Advisory Services

Financial Management Division | Corporate Operations Group
Corporate and Financial Services Branch

Australian Government Department of Health and Aged Care

T: 02 6289 §47E(c), §47F | E: §47E(c), §47F <[§47E\(c\), §47F@health.gov.au](mailto:§47E(c), §47F@health.gov.au)>

Location: Sirius Building 3.S.149

GPO Box 9848, Canberra ACT 2601, Australia

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The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: §47E(c), §47F <[§47E\(c\), §47F@Health.gov.au](mailto:§47E(c), §47F@Health.gov.au)>

Sent: Monday, February 5, 2024 8:18 AM

To: s47E(c), s47F [redacted] @health.gov.au>; s47E(c), s47F [redacted]
 s47E(c), s47F [redacted] @health.gov.au>
Cc: s47E(c), s47F [redacted] @Health.gov.au>; s47E(c), s47F [redacted]
 s47E(c), s47F [redacted] @health.gov.au>; s47E(c), s47F [redacted] @health.gov.au>
Subject: Review of draft Request for Proposal [SEC=OFFICIAL]

Hi s47E(c), s47F [redacted],

Please see attached suite of procurement documents for your review. These are drafts that we are seeking to finalise so we can provide them to the delegate, Charles Wann. Seeking your review of the documents. Please share any questions/queries or concerns and also feel free to make comments or track changes to the documents.

As always, if you have any questions, please do not hesitate to contact me on Webex or s47E(c), s47F [redacted]
 s47E(c), s47F [redacted]

s47E(c), s47F [redacted]

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care

M: s47E(c), s47F [redacted]

Location: Sirius Building

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.

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From: s47E(c), s47F
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Review of draft Request for Proposal [SEC=OFFICIAL]
Date: Monday, 5 February 2024 11:45:00 AM
Attachments: [image001.png](#)
[image002.jpg](#)

Thanks s47E(c),
s47F

Appreciate the fast turnaround. Both changes have been made to the documents. Thank you for your assistance, it is greatly appreciated.

As always, if you have any questions, please do not hesitate to contact me on Webex or s47E(c),
s47F

s47E(c), s47F

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care
 M: s47E(c), s47F
 Location: Sirius Building
 PO Box 9848, Canberra ACT 2601, Australia

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From: s47E(c), s47F @health.gov.au>
Sent: Monday, February 5, 2024 11:32 AM
To: s47E(c), s47F @Health.gov.au>; s47E(c), s47F
 s47E(c), s47F @health.gov.au>
Cc: s47E(c), s47F @Health.gov.au>; s47E(c), s47F
 s47E(c), s47F @health.gov.au>; s47E(c), s47F @health.gov.au>
Subject: RE: Review of draft Request for Proposal [SEC=OFFICIAL]

Hi s47E(c),
s47F

I have reviewed the documents from a probity perspective and offer the following comments:

- RFP – Clause 2.2 – the reference to Accenture should be removed;
- Evaluation Plan – Stage 1 (Page 7) Suggest a sentence be included in this section dealing with the separation of the pricing information from the responses before proceeding to Stage 2.

Happy to discuss any of the above advice, if required.

Regards,

s47E(c), s47F

Probity Advisor – IT Sourcing Program

Information Technology Division | Corporate Operations Group
 Corporate, Commercial & Architecture Branch
 Australian Government Department of Health
 M: [REDACTED] | E: [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)
 Location: Sirius Building
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.



From: [REDACTED] [@Health.gov.au](mailto:[REDACTED]@Health.gov.au)>
Sent: Monday, February 5, 2024 8:18 AM
To: [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)>; [REDACTED]
 [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)>
Cc: [REDACTED] [@Health.gov.au](mailto:[REDACTED]@Health.gov.au)>; [REDACTED]
 [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)>; [REDACTED] [@health.gov.au](mailto:[REDACTED]@health.gov.au)>
Subject: Review of draft Request for Proposal [SEC=OFFICIAL]

Hi [REDACTED]

Please see attached suite of procurement documents for your review. These are drafts that we are seeking to finalise so we can provide them to the delegate, Charles Wann. Seeking your review of the documents. Please share any questions/queries or concerns and also feel free to make comments or track changes to the documents.

As always, if you have any questions, please do not hesitate to contact me on Webex or [REDACTED]
 [REDACTED]

[REDACTED]

DTDD Labour Hire Team - Commercial Management Section

Digital Transformation and Delivery Division | Corporate, Commercial & Architecture Group
 Australian Government Department of Health and Aged Care
 M: [REDACTED]
 Location: Sirius Building
 PO Box 9848, Canberra ACT 2601, Australia

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.



Procurement Plan Agreement and Approval to Approach the Market

To: Brian Schumacher | Acting First Assistant Secretary | Digital Transformation and Delivery Division

Through: Marina Muttukumaru | Assistant Secretary | Aged Care Services & Sustainability

Subject: The Government Provider Management System Whole of Government Proof of Value/Concept

RECOMMENDATIONS:

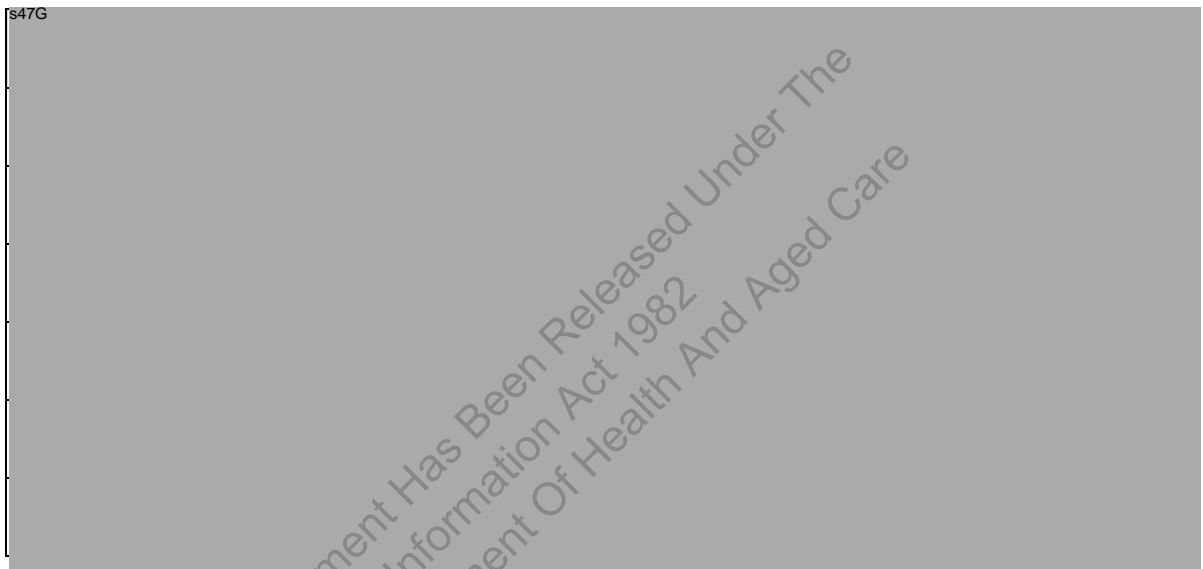
| | |
|---|----------|
| NOTE the Finance Business Partner (FBP) has confirmed that uncommitted funding is available to an estimated total value of \$5.6 million (GST inclusive) for the requirement detailed in the attached Procurement Plan (Attachment A). | Noted |
| NOTE the Indigenous Procurement Policy mandatory set-aside does not apply to this procurement (Attachment B). | Noted |
| NOTE the overall Risk Profile of this procurement is Low (Attachment C). | Noted |
| APPROVE an Approach to Market (ATM) through the release of a Request for Quote (RFQ) under the Supplementary Teams Arrangement (STA) which uses the Digital Transformation Agency's (DTA) Digital Marketplace as per this Procurement Plan and its Attachments (including the Quote Evaluation Plan), to establish a preferred seller for the provision of Design, Delivery, Support and Sustainment team to: <ul style="list-style-type: none"> a. Design and deliver Packages of work; b. Ensure that the build aligns with the established Aged Care Digital Platform patterns and practices; and c. Support and sustainment services as required by the Department. Request for Quote (RFQ) document is at Attachment D . | Approved |
| APPROVE the Quote Evaluation Plan (QEP) for this competitive procurement (Attachment E). | Approved |

.....
Brian Schumacher | Acting First Assistant Secretary | Digital Transformation and Delivery Division

Date

Key Points:

- i. This Procurement Plan demonstrates the proposed procurement alignment with the [Commonwealth Procurement Rules](#).
- ii. This procurement will be conducted in accordance with the Department's Procurement Process.
- iii. There is a delivery need for an Agile team to be stood up to provide services to support the exploration of Whole-of-Government (WofG) shared provider solutions based on the Department's Government Provider Management System (GPMS). This team would work with other Commonwealth agencies in proof of value and potential production delivery of solutions and also support and sustain the delivery of the solutions.
- iv. In February 2023, a list of pre-qualified sellers to provide skilled ICT resources to supplement the delivery of Aged Care reform was established (STA). The STA procurement was undertaken via the Digital Transformation Agency's (DTA) Digital Marketplace SON3413842.
- v. The following pre-qualified sellers will be approached for this RFQ under the STA:



- vi. From this RFQ, a seller will be selected to deliver these services.
- vii. In addition to assessing the quality of the resources proposed, the responses to the RFQ will be benchmarked against the prices provided by sellers in their STA RFQ responses, including further discounts, to establish value for money.
- viii. This approach is consistent with the requirement to obtain value for money under the Commonwealth Procurement Rules.

Contact Officer:

| | | | |
|---------------|---------------------------------|----------------------------|---------------|
| s47E(c), s47F | Lead, Workforce and Procurement | Digital Design and Release | s47E(c), s47F |
|---------------|---------------------------------|----------------------------|---------------|

PROCUREMENT PLAN

Procurement of GPMG WofG Proof of Value - Health/E24-11206

1. PROCUREMENT AIM AND JUSTIFICATION

Aim

To engage a suitable seller to provide Design, Delivery, Support and Sustainment services to:

- a. Design and deliver Packages of work;
- b. Ensure that the build aligns with the established Aged Care Digital Platform patterns and practices; and
- c. Support and sustainment services as required by the Department.

Justification

In March 2021, the Department conducted a study to gain a greater understanding on the opportunities to share common data across Commonwealth agencies to reduce the burden on aged care providers interacting with Government and to improve the efficiencies across Commonwealth agencies.

As part of the development of the new GPMS, an opportunity was identified to expand the use of the platform to inform a WofG GPMS across Aged Care, the Department of Veterans Affairs and the NDIS, including the following use cases:

- Home Care Packages Program (HCP);
- Commonwealth Home Support Programme (CHSP);
- Residential Aged Care (RESI);
- The National Disability Insurance Scheme (NDIS); and
- The Department of Veterans' Affairs (DVA).

In July 2023, DTDD proposed provisioning the DVA and NDIS Commission with a sandpit environment of the GPMS to explore whether the GPMS can be leveraged by other government agencies to consolidate the various provider management capabilities onto a centralised platform to drive efficiencies for providers and Government. The Government has approved the initial funding over the next twelve months to explore these opportunities.

This exploration will take the form of proof of value projects with limited scope and short turnarounds to assess and learn the opportunities. This work may lead to further opportunities to expand on these initiatives including delivering these into production. Separate funding will need to be sought to expand and productionise these solutions.

This RFQ seeks to engage a suitable seller to support this work for approximately 18 months initially, and potentially continue this work for future years if needed.

By following the process embedded in the Department of Health and Aged Care [Procurement Method Decision Tree](#), this procurement will be compliant with the requirements of the *Commonwealth Procurement Rules* (CPRs).

Official: Sensitive

2. ESTIMATED PROCUREMENT TIMETABLE

| | |
|--|---|
| Distribution of the RFQ to potential supplier/s: | 15 January 2024 |
| Closing Date for Responses: | 28 January 2024 |
| Response Evaluation: | 2 February 2024 |
| Contract Start Date: | 12 February 2024 |
| Contract End Date: | 30 June 2025 |
| Extension Option: | 1 (one) 18-month extension option will be included in the contract. |

3. DETAILED ESTIMATE OF COSTS

The estimated expenditure for the initial contract term is \$5.6 million (GST inclusive).

The total estimated expected maximum value of the proposed procurement (including GST (if applicable), options, extensions, renewals or other mechanisms that may be executed over the life of the contract is estimated at ^{s47D} (GST Inclusive).

Approval to exercise any extension, option or renewal will be sought prior to extending the arrangement.

Any expenditure will be funded from the new policy initiative for Care Support Economy Taskforce.

4. INDIGENOUS PROCUREMENT POLICY

The Indigenous Procurement Policy checklist was completed and determined the mandatory set-aside does not apply to this procurement (Attachment B).

5. PROCUREMENT METHOD

The services procured under the Quote will be via a new Work Order under the Supplementary Teams Arrangement Deed 'Health E22-292004' which will be entered into under an existing panel arrangement (CPRs 9.12-9.13) Panel Name/SON ID: SON3413842 DTA – Digital Marketplace Panel.

The Department will comply with all DTA policies in relation to maximum contract term and contract values.

If no suitable responses are received, this Procurement Plan will be reassessed, and an alternative process may be considered.

The following supplier(s) will be approached as they are already pre-qualified as part of the STA arrangement and have demonstrated capability and skills.

s47G

s47G

If no suitable responses are received, this Procurement Plan will be re-assessed, and an alternative process may be considered.

6. STAKEHOLDER CONSULTATION

FBP have been consulted as part of this procurement process as at Attachment A.

7. RISK ENGAGEMENT

Risk for this procurement has been assessed as Low as at Attachment C. Risks will continue to be monitored throughout the process and reported to the Delegate as appropriate.

8. DOCUMENT DISTRIBUTION AND RECEIPT

Documentation will be handled in line with the requirements of the panel arrangement via the BuyICT Procurement Portal.

9. EVALUATION

The Procurement activities will be conducted in five stages as outlined below.

Stage 1: Screening – assessing whether the response is complete and satisfies any mandatory requirements;

Stage 2a: Weighted Evaluation Criteria - individual scoring;

Stage 2b: Weighted Evaluation Criteria - consensus scoring;

Stage 3: Pricing Evaluation;

Stage 4: Risk Assessment (including any delivery, legal and commercial risks); and

Stage 5: Value for Money Assessment.

The stages are detailed in the QEP as at Attachment E.

10. EVALUATION CRITERIA

Quotations will be evaluated using the following evaluation criteria and weightings:

Mandatory Criteria

| Criteria | Mandatory Criteria Description | Weighting |
|-------------------------------|---|------------|
| 1. Security cleared resources | Ability to supply the services with resources who are all Australian Citizens and security assessed (Baseline minimum). | Unweighted |

Failure to meet the Mandatory Criteria will result in the exclusion of the seller's response from further consideration.

Capability and Technical Assessment Criteria

| Criteria | | Description | Weighting |
|---------------|---------------------------------|--|-----------|
| 2. Capacity | Ability to Provide Service(s) | Capacity to provide the resources required by the proposed commencement date. | 40% |
| 3. Capability | Technical Skills and Experience | Technical skills and experience of resources proposed to undertake the services. | 60% |

Non-Weighted Criteria

| Criteria | Description | Weighting |
|----------|--|------------|
| 4. Price | Pricing for each resource proposed. Note – prices must not exceed the rates offered by the seller under the STA Deed. | Unweighted |

11. EVALUATION COMMITTEE

The proposed Evaluation Team is as follows:

| Name | Position Title | Branch | Role |
|---------------|--------------------|--------------------------------------|-----------------------|
| s47E(c), s47F | Director | Aged Care Services & Sustainability | Chairperson |
| | Product Manager | Aged Care Services & Sustainability | Team Member |
| | Program Manager | Digital Business & Sector Engagement | Team Member |
| | Solution Architect | Digital Design & Release | Subject Matter Expert |

12. CONTACT OFFICER

| Date Completed | Contact Name | Position Title | Branch | Contact Phone |
|-----------------|---------------|-------------------------------|--------------------------|---------------|
| 10 January 2024 | s47E(c), s47F | Lead, Workforce & Procurement | Digital Design & Release | s47E(c), s47F |

Attachments:

- A. FBP funding confirmation
- B. IPP Checklist
- C. Risk Profile Checklist
- D. Request for Quote Document
- E. Quote Evaluation Plan (QEP)

Quote Evaluation Plan

for

**The Government Provider Management System Whole of
Government Proof of Value/Concept**

under Standing Offer Panel – SON3413842

Digital Marketplace Panel

Approach to Market ID: Health/E24-11206

ISSUED 15 January 2024

This Document Has Been Released Under The
Freedom Of Information Act 1982
By The Department Of Health And Aged Care

Delegate approval of this Evaluation Plan

Name: Brian Schumacher

Position: Acting First Assistant Secretary

Signature: _____

Date _____

☐ Approved ☐ Not approved

(please notate any comments/conditions)

1. SCHEDULE FOR THIS REQUEST FOR QUOTATION

| Activity | Indicative Timing |
|--|--|
| Release of RFQ | 15 January 2024 |
| Enquiry Cut-Off Date (if any) | 24 January 2024 |
| Closing Time | [11:59pm ACT Local Time] – 28 January 2024 |
| Negotiation with preferred Supplier | 5 February 2024 |
| Execution of Contract with successful Supplier | 9 February 2024 |
| Notification of unsuccessful potential Suppliers | 9 February 2024 |
| Commencement of Services | 12 February 2024 |

2. PURPOSE

The purpose of this Quote Evaluation Plan (QEP) is to minimise risks to the Commonwealth arising from the Evaluation Process and to ensure that the Request for Quotation (RFQ) process is conducted fairly, transparently and in accordance with the RFQ and the Commonwealth Procurement Rules.

This QEP is an internal Departmental document and when populated, should be classified as Commercial-In-Confidence. It should not be shown to any person other than the personnel listed under section 5 below without the permission of the Delegate.

If there is an inconsistency between this QEP and the RFQ, the RFQ prevails.

Any material changes to the Quote Evaluation Process set out in this QEP must be approved in writing by the Delegate, including:

- Quote Evaluation Process governance arrangements;
- the process for selecting any preferred Potential Supplier;
- the process for excluding any unsuccessful Potential Supplier/s;
- any material changes to the Quote Evaluation Process, as determined by the Procurement & Commercial Lead in consultation with the Probity Adviser; and,
- Changes to the Quote Evaluation Team.

The Evaluation Team should seek the advice of the Procurement & Commercial Lead/Probity Adviser prior to any changes to this QEP.

3. BASIC PRINCIPLES

In conducting the evaluation of Quotations, the Quote Evaluation Team must assess Quotations against the Evaluation Criteria set out in the RFQ and in accordance with the methodology set out in this QEP.

The Evaluation Criteria used in the RFQ must be replicated in this QEP and in any evaluation assessment forms or tools.

The success of the Quote Evaluation Process will depend on the protection of the process from improper influence by internal or external sources, and on fair dealing during the Quote Evaluation Process.

The Procurement Advisory Service (PAS) can act as the default Probity Adviser if required.

The Legal and General Council Division (LGCD) acts as default Legal Adviser if required.

The Quote Evaluation Report must clearly substantiate recommendations and demonstrate how the preferred Potential Supplier/s (if any) best meets the Department's requirements as specified in the RFQ and are best value for money.

4. PROBITY PROTOCOLS

Probity is the evidence of ethical behavior, and can be defined as complete and confirmed integrity, uprightness and honesty in a particular process. These probity principles will contribute to sound decision-making and equal opportunities for all participants.

Confidentiality

All personnel involved in the RFQ process are under a duty of confidentiality in respect of the information provided by Potential Suppliers and information about the Quote Evaluation Process. This duty means that it is not permissible to communicate information outside the Quote Evaluation Team, in particular to other Commonwealth officers who are not involved in this procurement, except with the permission of the Procurement & Commercial Lead.

A person may not have access to any Confidential Information (inclusive of Quotations, proposals and evaluation material) unless authorised by the Procurement & Commercial Lead.

The Procurement and Commercial Lead must ensure that the Evaluation Team only has access to information to the extent necessary to enable the efficient conduct of the RFQ (i.e. on a “need to know” basis). The Procurement and Commercial Lead will also consider what information is required by Advisers in order for them to provide advice when requested.

Documents (both hardcopy and electronic format) comprising the Quotations may only be copied or reproduced with the prior approval of the Procurement & Commercial Lead.

Conflicts of Interest

It is essential that Quote Evaluation Team personnel be free from any real, potential or perceived conflict of interest. Quote Evaluation Team personnel will be required to:

- prior to the commencement of the Quote Evaluation Process - sign the Conflict of Interest Disclosure and Confidentiality Statements (**Attachment A**); and
- on an ongoing basis and as requested by the Procurement and Commercial Lead - notify the Procurement and Commercial Lead of any circumstance, including any prior or proposed association with prospective Potential Suppliers, which could possibly be construed as representing a conflict of interest.

A conflict of interest will exist if:

- through any dealings or relationship with a Potential Supplier or any related body, a member of the Evaluation Team or his or her family might gain a benefit or advantage from the outcome of the Quote Evaluation Process; or
- there is any other reason why a Member of the Quote Evaluation Team might not deal with a Quotation or a Potential Supplier in an objective manner.

A perceived conflict of interest may exist where the person is in a position to appear conflicted as set out above.

A potential conflict of interest may exist where the person may or is likely to become subject to a conflict of interest in the future.

The Delegate may deal with a conflict of interest as the Delegate sees fit, and may remove a Quote Evaluation Team member. The member must immediately comply with any such direction of the Delegate and take any associated action, such as for the return of working papers, as requested.

Communication with Panel Members

The attention of personnel involved in a Quote Evaluation Process must ensure the Procurement and Commercial Lead's instructions are followed.

Any person other than the Procurement and Commercial Lead who is contacted by a Potential Supplier must report such contact immediately to the Procurement and Commercial Lead. The Procurement and Commercial Lead will make a recommendation to the Delegate as to what action is to be taken.

The Procurement and Commercial Lead is responsible for the coordination of all communications with Potential Suppliers from RFQ release through to completion of the RFQ process.

The Department may, through the Procurement and Commercial Lead, provide answers to any reasonable enquiry from a prospective Potential Supplier that is received by the Department before the Enquiry Cut-Off Date set out in the RFQ, in which case:

- Questions and related answers may be disclosed to all prospective Potential Suppliers via email (without disclosing the source of the questions); and
- Any Potential Supplier Confidential Information contained in a question (that is expressly nominated as such by the relevant Potential Supplier and agreed to by the Department) will be removed prior to disclosure via email.

Business As Usual

The Department recognises that an incumbent service provider may have a potential advantage over other Potential Suppliers in terms of their understanding of the environment in which the Department operates. There is also a higher risk of an incumbent service provider obtaining Confidential Information relating to the Quote Evaluation Process, because of their day-to-day interaction with the Department.

Accordingly, it is essential in order to maintain the probity of the Quote Evaluation Process that as far as practical the Department treats an incumbent service provider in the same way that it treats other Potential Suppliers and ensures an equitable access to information that may be relevant to the outcome of the Quote Evaluation Process.

The Department also recognises that business as usual functions will need to continue, and Evaluation Team will need to continue to work with an incumbent service provider for the purpose of ongoing contract management.

However, as part of "business as usual", Quote Evaluation Team personnel and other stakeholders should not enter into discussions with an incumbent service provider in respect of the RFQ. If questioned directly about the RFQ, the Evaluation Team personnel should advise the person that the matter cannot be discussed and report the contact to the Procurement & Commercial Lead.

Quote Evaluation Team personnel and Advisers should ensure that:

- Material relating to the procurement is stored securely and separately from their business-as-usual material; and
- They do not conduct work in relation to the procurement in a location that the incumbent service provider's personnel are able to view related material (eg a shared working environment).

The Procurement and Commercial Lead must ensure that any material that will be released to Potential Suppliers does not contain information that constitutes the incumbent service providers proprietary or Confidential Information.

Except where approved by the Probity Advisor or as part of attendance at negotiations, any members of the Department who are on the Quote Evaluation Team will not interact with the incumbent service provider during the period from the Closing Time until the execution of the Work Order/Official Order (Contract).

Documentation

There must be a clear audit trail of the Quote Evaluation Process to ensure:

- the Evaluation Team have acted consistently and logically and in accordance with the RFQ and this QEP; and
- that the basis for the recommendations in the Quote Evaluation Report can be substantiated.

All conclusions and decisions are to be recorded, including the process and deliberations on which they are based. All judgments on technical and other matters are to be supported, so far as possible, by documentary evidence.

All records are to be retained by the Department in accordance with the *Archives Act 1983* and the Department's record management policies.

Security

All electronic and hard copies of Quotations, and any documents related to the Quote Evaluation Process must be managed and protected.

Where the Department's systems permit, Quotation information must only be made available to the Quote Evaluation Team via secure electronic directories with permissions appropriate to the Quote Evaluation Team personnel's' role.

Any meetings or discussions by the Quote Evaluation Team should take place either in person or over private conference calls (or video calls) where each personnel or Adviser takes part from a private room at their location.

The Quote Evaluation Team must ensure that documents and portable data store facilities (such as CD/DVD or memory sticks) in their possession or control containing Quotation information are:

- kept in locked offices and/or locked filing cabinets when not in use;
- not left unattended for any period of time;
- not displayed at times or in places where they could be read by unauthorised persons; and
- not made available to a person who is unauthorised.

Quotation information which is no longer required is to be considered classified waste and are to be disposed of according to the Department's disposal policies.

5. THE EVALUATION TEAM

The Evaluation Team comprises:

| Name | Position | Voting or Non-voting |
|--------------------|--|----------------------|
| Brian Schumacher | Delegate | Non-voting |
| Marina Muttukumaru | Endorser | Non-voting |
| s47E(c), s47F | Chair (Evaluation Team Member) | Voting |
| | Evaluation Team Member | Voting |
| | Evaluation Team Member | Voting |
| | Technical Subject Matter Expert | Non-voting |
| | Procurement & Commercial Lead and Probity Advisor | Non-voting |

The role and responsibilities of the Evaluation Team is at [Attachment B](#).

6. EVALUATION CRITERIA

Quotations will be evaluated using the following evaluation criteria and weightings:

| Evaluation Criteria | Weighting % |
|--|---------------|
| The extent to which the Potential Supplier's Quotation demonstrates that they have the resources available with the technical skills and experience to deliver the services as set out in the RFQ. | 60% |
| The Potential Supplier's proven capacity to provide the resources required by the proposed commencement date. | 40% |
| The total costs to be incurred by the Customer (the Department). | Not weighted. |
| The risk associated with the quotation/proposal. | Not weighted. |
| Total Weighted Score | 100% |

7. EVALUATION PROCESS

The Procurement & Commercial Lead shall brief the Evaluation Team on the evaluation process and methodology prior to the commencement of the evaluation.

The evaluation proforma to be used is at [Attachment C](#).

The evaluation process consists of the following stages:

- Stage 1: Mandatory Criteria / Conditions for Participation Assessment
- Stage 2: Weighted Evaluation Criteria - Individual Scoring
- Stage 3: Weighted Evaluation Criteria - Consensus Scoring
- Stage 4: Value for Money Assessment
- Stage 5: Overall Assessment and Comparison

Stage 1: Mandatory Criteria / Conditions for Participation Assessment

Any Quotation which cannot meet the Conditions for Participation below will not be considered further.

| Mandatory Criteria / Conditions for Participation |
|--|
| 1. Ability to supply the services with resources who are all Australian Citizens and security assessed (Baseline minimum). |

Stage 2: Weighted Evaluation Criteria - Individual Scoring

If the Quotation meets the Stage 1 evaluation, then it is to be evaluated based on the weighted evaluation criteria. Each Quotation is scored out of 5 for each criterion. The Points Score table is:

| Rating | Definition |
|------------------|--|
| 5 (Very Good) | The Quotation satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth and its claims are fully supported by the information provided. |
| 4 (Good) | The Quotation satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The Tenderer's claims are supported by the information provided. |
| 3 (Satisfactory) | The Quotation satisfies the evaluation criterion to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided. |

| Rating | Definition |
|---------------------|---|
| 2* (Poor) | The Quotation barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided. |
| 1* (Unsatisfactory) | The Quotation does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth. |

* A 'Poor' or 'Unsatisfactory' rating for one or more evaluation criteria **will exclude** the Potential Supplier from further participation in the procurement process.

Stage 3: Weighted Evaluation Criteria - Consensus Scoring

At the completion of individual scoring by the Evaluation Team members, the Evaluation Team will convene to consider individual scoring and reach a consensus score for all responses to the weighted evaluation criteria. The consensus evaluation will be based on individual assessments and discussion. The reasons for the consensus scores are to be documented.

Stage 4: Value for Money

The total cost shall be divided by the weighted score to determine the Value for Money index for each offer:

$$\frac{\text{Total Cost}}{\text{Total Weighted Score}}$$

The lowest Value for Money ratio indicates the best value option.

Stage 5: Overall Assessment and Comparison

The Evaluation Team will undertake an overall assessment and comparison of weighted scores, value for money outcomes, risks issues and provide (if applicable) a short-listing of Potential Suppliers listed in order-of-merit according to the overall score achieved.

Reference checks and presentations by Potential Suppliers shall be undertaken at this stage if applicable.

The number of Potential Suppliers shortlisted will be determined by the Evaluation Team.

Negotiations shall be held with shortlisted Potential Suppliers if required.

Following finalisation of the selection of the successful Potential Supplier/s, the Evaluation Team shall document the results for consideration by the delegate.

8. EVALUATION TEAM SIGN-OFF AND APPROVALS

I understand my role and responsibility as an Evaluation Team member. I acknowledge that I will be given access to information pertaining to or in respect of the evaluation process for this procurement and that all information that is acquired by me (whether by verbal or written means) in the course of my duties, is strictly confidential. I undertake that I shall not at any given time, disclose or reveal to any other party or person, or use or copy for any purpose other than in the discharge of my duties as a member of the evaluation team, such information without first obtaining the written consent of the Procurement & Commercial Lead.

All documents, reports and information discussed within the evaluation process will be treated as commercial-in-confidence and stored appropriately. Information and documentation will be kept secure at all times and not be divulged or given to any persons not directly involved in the evaluation process.

I agree to keep the results of this evaluation process confidential.

I declare that to the best of my knowledge I do not have any:

- financial interest in the project;
- relatives or friends with a financial interest in the project;
- personal bias or inclination which would in any way affect my decisions in relation to the project; and
- personal obligation, allegiance or loyalty which would in any way affect my decisions in relation to the project.

I undertake to notify the Procurement and Commercial Lead immediately in writing if prior to or during the evaluation process, a conflict of interest arises or appears likely to arise, and will complete a Conflict of Interest Disclosure and Confidentiality Statement in the form of Attachment A to this QEP.

I have read this Evaluation Plan and agree to abide by it.

Evaluation Team members:

| Name / Position | Signed | Date |
|--------------------------|--------|------|
| Director | | |
| <div>§47E(c), §47F</div> | | |
| | | |

APPROVED BY:

I approve this Quote Evaluation Plan.

| Delegate Name / Position | Signed | Date |
|---|--------|------|
| Brian Schumacher, A/g First Assistant Secretary | | |

Attachments:

- Conflict of Interest Disclosure and Confidentiality Statement template
- Role and responsibilities of the Evaluation Team
- Evaluation Worksheet – Individual Scoring template

Attachment A – Conflict of Interest Disclosure and Confidentiality Statement

CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY STATEMENT

1. I have been asked to disclose any interests that I may have which might preclude me from undertaking my role as a Member of the Quote Evaluation Team, the Delegate or being otherwise involved in the evaluation or negotiation of quotations to the Request for Quote (RFQ) being undertaken by the Department of Health and Aged Care for the procurement of Health/E24-11206 for the Provision of The Government Provider Management System Whole of Government Proof of Value/Concept (**the Process**).
2. To the best of my knowledge and belief, I:
 - (a) have not had, do not have and am unlikely to have in the future, any relationship (whether professional, commercial or personal) with any of the potential suppliers or known likely potential suppliers, or their employees for this project or related bodies, such that:
 - (i) myself or an associate or member of my family stands to gain a benefit or advantage from the outcome of the Process; or
 - (ii) I might not deal with a quotation or a potential supplier in an objective manner; or
 - (b) make the disclosures described below.
3. I am aware of the Department's requirement for probity in the Process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 with any of the potential suppliers or known likely potential suppliers their employees or related bodies, I will immediately report it to the Procurement & Commercial Lead or probity adviser.
4. I will also immediately report to the Procurement & Commercial Lead or probity adviser any contact that I have with any potential supplier or known likely potential suppliers, or their employees or related bodies, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.
5. I will treat as confidential all evaluation and negotiation information in accordance with the request for quotation documentation and keep secure all associated documentation to which I have access in accordance with the applicable probity plan. I will not disclose this information without the prior written authority of the Procurement & Commercial Lead.
6. I will immediately disclose any conflict that arises or breach that occurs subsequent to signing this declaration to the Procurement & Commercial Lead. In the event that the person making the disclosure is the Procurement & Commercial Lead will be made to the delegate.

Signed:

Date:

Witnessed:

Set out below or attach any other disclosure by the signatory, as required:

Attachment B – Roles and Responsibility of the Evaluation Team

| | |
|---|---|
| <p>Delegate</p> <p>The Delegate is responsible for the final decision as to which Panel Member or Panel Members should be awarded a Contract or Contracts. The Delegate is also responsible for the following decisions:</p> <ul style="list-style-type: none"> • appointing the Chair; • appointing and approving changes to Members of the Evaluation Team; • the exclusion of a Panel Member from the Quote Evaluation Process, including by deciding: <ul style="list-style-type: none"> ○ whether a Quotation is late; ○ whether a Quotation has not satisfied a Condition for Participation; and ○ the shortlisting of Quotations (if required); • whether to terminate the RFQ process; • adopting or not adopting the recommendations of the Evaluation Team, including taking into consideration any minority report or recommendation of the Evaluation Team; and • considering and deciding any other significant issues when the Chair seeks the Delegate's input. <p>The Delegate will also resolve issues in relation to conflict of interest as required, which may be raised by any Member of the Quote Evaluation Team. Should a conflict-of-interest issue arise in relation to the Delegate, this will be resolved by the Delegate's supervisor with advice from the Probity Adviser and/or Legal Adviser.</p> <p>The Delegate may appoint a negotiator or negotiators to negotiate the Contract with the preferred Panel Member.</p> | <p>Procurement & Commercial Lead</p> <p>The Procurement & Commercial Lead is responsible for managing the Quote Evaluation Process and for ensuring that the process undertaken complies with Commonwealth policies, this Quote Evaluation Plan and the RFQ. The Procurement & Commercial Lead must ensure all persons involved in the evaluation of Quotations have signed Conflict of Interest and Confidentiality Statements in the form of Attachment A and that those persons maintain, on an ongoing basis, the currency of the statements made in those documents.</p> <p>The Procurement & Commercial Lead must ensure that procedures for the opening, registration, distribution to the Quote Evaluation Team and safekeeping of Quotations.</p> <p>The Procurement & Commercial Lead must organise the recording of all aspects of the Quote Evaluation Process on a commercial-in-confidence registry file and according to Departmental record-keeping policies and procedures.</p> <p>The Procurement & Commercial Lead is responsible for:</p> <ul style="list-style-type: none"> • coordinating and conducting Team meetings and for liaising with the Delegate; • obtaining from the Delegate decisions in relation to the exclusion of Quotations and the shortlisting of Tenderers; • coordinating the use of Advisers as and when needed; • nominating Members to contact referees (if Tenderer's referees are required); and • approving clarification questions to Tenderers. <p>The Procurement & Commercial Lead and the Evaluation Team are responsible for preparing the Quote Evaluation Report, including the making of recommendations, and submitting it to the Delegate.</p> |
| <p>Evaluation Team Members (including the Chair)</p> <p>An Evaluation Team Member is responsible for assessing the Quotations against the Evaluation Criteria and making a recommendation or recommendations to the Delegate.</p> <p>Team meetings will be conducted in a secure office environment or, if necessary, by teleconferencing.</p> <p>All Evaluation Team Members must read this Quote Evaluation Plan and the entire RFQ. Members cannot be in a position to evaluate Quotations without full knowledge of what is being sought by the Commonwealth.</p> <p>Each Member is also responsible for:</p> <ul style="list-style-type: none"> • seeking advice from Advisers, through the Procurement & Commercial Lead, as required; • identifying where clarification is required from Tenderers and, through the Procurement & Commercial Lead, seeking advice from the Legal | <p>Probity Adviser</p> <p>The role of the Probity Adviser (if required) in the Quote Evaluation Process is to advise the Delegate on the probity aspects of the Quote Evaluation Process.</p> <p>Where an external Probity Adviser is appointed, the appointment should be made prior to the release of the RFQ and the scope of work should include the following:</p> <ul style="list-style-type: none"> • providing comment on the RFQ and this Quote Evaluation Plan; • attending meetings as requested by the Procurement & Commercial Lead; • providing ongoing advice on procedural and probity issues arising during the RFQ process; • providing comments on the Quote Evaluation Report or other reports; |

| | |
|--|--|
| <p>Adviser and Probity Adviser on submitting clarifying questions to Tenderers; and</p> <ul style="list-style-type: none"> immediately notifying the Procurement & Commercial Lead of any conflict-of-interest issues as and when they arise. <p>The Evaluation Team Members and the Procurement & Commercial Lead are responsible for preparing the Quote Evaluation Report, including the making of recommendations, and submitting it to the Delegate.</p> | <ul style="list-style-type: none"> providing independent "sign off" that the Quote Evaluation Process has been performed in accordance with probity requirements, this Quote Evaluation Plan and the RFQ; and liaison as necessary with the Legal Adviser. <p>If a Quote Evaluation Team Member has any concerns in relation to the conduct of the Evaluation Process he or she should contact the Probity Adviser. These concerns may include possible conflicts of interest, incorrect disclosure of confidential information or Quote Evaluation Process irregularities.</p> <p>If a Probity Plan is not used, "sign off" from the external Probity Adviser (if any) should be specifically sought prior to approaching the market and before a recommendation is put to the Delegate following the Quote Evaluation Process.</p> |
| <p>Technical Subject Matter Expert (Adviser)</p> <p>Advisers have no role in recommending or deciding the outcome of the Quote Evaluation Process. They are available for consultation and assistance in their areas of expertise.</p> | <p>Endorser</p> <p>The Endorser must endorse the completed QEP before it is sent to the Delegate for approval.</p> |

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| | |
|--|-----|
| | 60% |
| | 40% |

Attachment C – Evaluation Worksheet

Quote Evaluation Worksheet

| | |
|----------------------------|--|
| RFQ ID and Title: | |
| Name of Evaluation Member: | |
| Supplier Name: | |

| Evaluation Criteria (per Section 6 of the QEP) | Weighting % | Raw Weight = x/5*weight | Evaluation Comments |
|--|----------------|----------------------------|--|
| The extent to which the Potential Supplier's Quotation demonstrates that they have the resources available with the technical skills and experience to deliver the services as set out in the RFQ. | 60% | | <i>Insert evaluation comments</i> |
| The Potential Supplier's proven capacity to provide the resources required by the proposed commencement date. | 40% | | <i>Insert evaluation comments</i> |
| The total costs to be incurred by the Customer (the Department). | N/A | | <i>Insert the total cost of the quotation including travel, additional fees and charges.</i> |
| The risk associated with the quotation/proposal. | N/A | | <i>Outline the risks associated with the quotation and potentially entering into contract with the supplier, and insert overall risk rating (Low, Medium or High).</i> |
| Total Weighted Score | 100% | <i>Insert total</i> | |

Once the above individual evaluation and scoring is completed, an Evaluation Summary is available to capture the overall scoring for each Supplier.



Evaluation
Summary - VFM scor

Request for Quote for Design, Delivery Support and Sustainment Team for Whole of Government Provider services under the Digital Marketplace Standing Officer Notice SON3413842 and the Supplementary Teams Arrangement Deed Health E22-292004

1. Purpose

To engage a suitable seller to provide Design, Delivery, Support and Sustainment services to:

- Design and deliver packages.
- Provide application support and sustainment of the whole of Government platform; and
- Ensure that the build aligns with the established Aged Care Digital Platform patterns and practices.

2. Background

The Department is currently engaged in a major digital transformation programme of work supporting the recommendations from the Aged Care Royal Commission and the Governments response to this report.

A key part of this digital transformation has been the establishment of a new systems platform utilising Salesforce/Mulesoft to deliver improved interactions with aged care providers, improved compliance of the sector, and greater transparency to citizens. The Department utilises Salesforce as a software as a service. The first major capability established on this new platform is a central provider management solution known as the Government Provider Management System (GPMS), that centralises all of the Department interactions with aged care providers.

In March 2021, the Department conducted a study to gain a greater understanding on the opportunities to share common data across Commonwealth agencies to reduce the burden on aged care providers interacting with Government and to improve the efficiencies across Commonwealth agencies.

As part of the development of the new GPMS, an opportunity was identified to expand the use of the platform to inform a Whole of Government (WofG) GPMS across Aged Care, the Department of Veterans Affairs and the NDIS, including the following use cases:

- Home Care Packages Program (HCP);
- Commonwealth Home Support Programme (CHSP);
- Residential Aged Care (RESI);
- The National Disability Insurance Scheme (NDIS); and
- The Department of Veterans' Affairs (DVA).

In July 2023, DTDD proposed provisioning the DVA and NDIS Commission with a sandpit environment of the GPMS to explore whether the GPMS can be leveraged by other government agencies to consolidate the various provider management capabilities onto a

centralised platform to drive efficiencies for providers and Government. Government approved initial funding over the next twelve months to explore these opportunities.

This exploration will take the form of proof of value projects with limited scope and short turnarounds to assess and learn the opportunities. This work may lead to further opportunities to expand on these initiatives including delivering these into production. Separate funding will need to be sought to expand and productionise these solutions.

This RFQ seeks to engage a suitable seller to support this work till 30 June 2025 initially, and potentially continue this work for future years if required.

3. Requirement

The seller is requested to provide the following:

1. Ability to supply the services with resources who are all Australian Citizens and security assessed (Baseline minimum).
2. Ability to provide the resources required by the 11 March 2024.
3. Ability to provide the technical skills and experience of resources proposed to undertake the services.

The buyer has identified the following roles for the delivery of these services, these may vary over the term of the engagement. Sellers are requested to complete the below table with the SFIA level, resource name and provide a resume for each resource proposed to provide the initial work.

| Role | High-level Job Description | SFIA Level | Resource name |
|--------------------------------|---|------------|---------------|
| Solution Architect | <ul style="list-style-type: none"> Collaborate with stakeholders to align the architecture with business needs. Map the capabilities with the out of the solutions with the low or no code approach. Ensure Salesforce best practices are implemented across solutions. | | |
| Business analyst | <ul style="list-style-type: none"> Gather proof of value business needs/ requirements Able to translates business needs into features and user stories. Act as a liaison between end-users and Salesforce development teams | | |
| Data modeler | <ul style="list-style-type: none"> Develop logical data model for the requirements. Collaborate with the stakeholders to understand and design data flows. Ensure data integrity across Salesforce implementations. | | |
| Solution designer (Salesforce) | <ul style="list-style-type: none"> Design extensible solutions based on features and user stories. Collaborate with architecture and developers to ensure solution feasibility. Provide design guidance for Salesforce customizations and integrations. | | |
| Salesforce Senior developer | <ul style="list-style-type: none"> Lead the development of the proof-of-value Salesforce solution. Engage with architects, designers, and testers to identify delivery challenges early on. Provide guidance to developers for rapid development using prototyping. Ensure code quality and adherence to Salesforce best practices. | | |

| | | | |
|--|--|--|--|
| Salesforce Developer (With Deployment Skills) | <ul style="list-style-type: none"> Ability to develop the features using the low or no code solution options. Able to deploy the Salesforce solution along with the development Ensure a smooth release of updates and features. | | |
| Salesforce Developer (With Integration Skills) | <ul style="list-style-type: none"> Ability to develop the features using the low or no code solution options. Able to simulate the integration using the stubs along with Salesforce development. Resolve any Salesforce and integration-simulation challenges. | | |
| Tester | <ul style="list-style-type: none"> Develop the test scripts and conduct the functional testing. Identify and reports bugs, ensuring solution quality. | | |

4. Pricing

The Seller is to provide a rate card of its team and identify where any discounts might apply. This price must not exceed the rates offered by the seller under their RFQ response to Health for the Supplementary Teams Arrangement Health E22-292004.

5. Key Dates

| Activity | Date |
|--|--|
| Release of Request for Quote (RFQ) | 30 January 2024 |
| Enquiry Cut-off Time | 9 February 2024 |
| Closing Time | [11:59pm ACT Local Time] – 13 February 2024 |
| Negotiation with preferred Supplier | 26 February 2024 |
| Execution of Contract with successful Supplier | 28 February 2024 |
| Commencement Date of Services | 4 March 2024 |

Responses to this RFQ **MUST** be submitted by the Closing Time. Late responses will be excluded from participation in this RFQ process.

6. How to respond

- a. You must comply with all requirements set out in this request, the terms of use of the Digital Transformation Agency's Digital Marketplace and the Digital Marketplace Master Agreement.
- b. Responses must be lodged via the Digital Marketplace Buy/CT Procurement Portal by the Closing Time.
- c. The Buyer will accept responses in .DOCX .XLSX .PPT or .PDF format.

7. Validity Period

Your response remains valid for a period of up to 3 months from the RFQ Closing Time.

8. Work, Health and Safety

As per clause 19 of the Comprehensive Terms.

9. Security Requirements

All Personnel working within the Buyers environment and dealing with the Buyer's Personal Identifiable Information (PII) must:

- hold a current or be able to hold a minimum-Security Clearance of Baseline
- be able to provide the Buyer with a Police Check which is no older than 6 months of age from execution of this Work Order
- all Security Clearance and Police Check costs will be borne by the Seller
- all Nominated Personnel must complete the mandatory Buyer training (within the designated timeframe allotted within the online training portal):
 - work, health and safety training
 - security awareness training
 - any other mandatory training as required.

10. Additional Terms and Conditions

The Deeds of Standing Offer and any subsequent Work Orders will incorporate the following additional Terms and Conditions:

| Clause | Clause wording |
|--------|--------------------------------|
| All | Comprehensive Terms (Attached) |

11. Evaluation Criteria

The Sellers response will be assessed against the following evaluation criteria and weightings:

Mandatory Criteria

| Criteria | Mandatory Criteria Description | Weighting |
|-------------------------------|---|------------|
| 1. Security cleared resources | Ability to supply the services with resources who are all Australian Citizens and security assessed (Baseline minimum). | Unweighted |

Failure to meet the Mandatory Criteria will result in the exclusion of the seller's response from further consideration.

Capability and Technical Assessment Criteria

| Criteria | Description | Weighting |
|---------------|---|-----------|
| 2. Capacity | Ability to Provide Service(s) Capacity to provide the resources required by the proposed commencement date. | 40% |
| 3. Capability | Technical Skills and Experience Technical skills and experience of resources proposed to undertake the services. | 60% |

Non-Weighted Pricing Criteria

| Criteria | Description | Weighting |
|----------|--|------------|
| 4. Price | Pricing for each resource proposed. Note – prices must not exceed the rates offered by the seller under the STA Deed. | Unweighted |

The Evaluation Criteria may be modified by issuing an addendum prior to the RFQ Closing Time.

The Buyer will use the above criteria to determine the preferred seller/s.

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