neoteric



Census Post Enumeration Exercise (CPPE)

Department of Education

RFQ ID: RFx25722

20 October 2025

Attachment A.2

47G

RESPONDENT'S DETAILS

Item	Details
Company legal name	Neoteric Consulting Pty Ltd
Company ABN	44 671 094 769
Company ACN	671 094 769
Company address	Unit G12, 1 Kalma Way, Campbell ACT 2612
Company email	s 47G
Company's Country of Tax Residency	Australia
Parent Entity's Country of Tax Residency	Australia
Lead contact details	
Contact name	s 47F
Position	
Mobile number	
Email address	

DISCLAIMER

This proposal is not intended to be read or used by anyone other than the Department of Education, Australian Government (the Department). We have prepared this proposal solely for the use and benefit in accordance with and for the purposes set out in this proposal. In doing so, we acted exclusively for the Department and no one else's interests.

We accept no responsibility, duty or liability:

- *To anyone other than the Department in connection to this proposal; and*
- *To the Department for the consequences of using or relying on it for a purpose other than that referred above*

We make no representation concerning the appropriateness of this proposal for anyone other than the Department. If anyone other than the Department chooses to use and rely on it, they do so at their own risk.

This disclaimer applies:

- *To the maximum extent permitted by law and, without limitation, to liability arising in negligence or under statute; and*
- *Even if we consent to anyone other than the Department receiving and using this proposal*

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Pages 4-38 deleted under sections 47G and 47F of the FOI Act

We are currently not aware of any actual or perceived conflicts of interest associated with this engagement

CONFLICT OF INTEREST DECLARATION

No Current Actual or Perceived Conflict of Interest

We understand the importance of supporting our clients in a way which does not put us in a position where our independence, objectivity and integrity can or has been compromised. We have in place policies and procedures to ensure that we effectively identify, evaluate and manage actual or perceived conflicts. **We are not aware of any current conflicts associated with Neoteric** undertaking this work and all personnel identified in this proposal are not in a position of actual or perceived conflict.

We will discuss any actual or perceived conflict of interests that arise with you prior to the commencement of the engagement and throughout the engagement term. Specifically, we will provide a Conflict of Interest Declaration upon receiving a provisional list of assigned schools. Additionally, we will notify you of any changes in circumstance if they were to occur either during or post the engagement with you if we were to be successful.

Resolving Conflict of Interests

We understand there are occasions where perceived or actual conflict of interests may arise. Where we believe that these risks are high, we will apply the appropriate safeguards to mitigate these risks and discuss them with you prior to the commencement of the engagement, such as removing personnel who are conflicted from the engagement team or not undertaking or bidding for work where we are conflicted. Where we believe that our organisational or individual independence conflicts cannot be appropriately managed by controls and safeguards, we will decline to provide the service offering to ensure our independence, objectivity and integrity is maintained.

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Pages 40- 55 deleted under sections 47G and 47F

P: 1300 300 242
E: admin@neoteric.au

neoteric.au

Attachment C – Confidentiality Agreement

THIS DEED POLL is made on the _15th_____ day of ___October_____ [2025]

BY: s 22 _____

Of: (Print address) s 47F _____ (the "Participant")

FOR THE BENEFIT OF: The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of Professional and Associated Services (the "Process").

B. The Participant will access Confidential Information during the Process.

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

(a) is by its nature confidential;

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

(c) is designated by a tenderer or the department as confidential; or

(d) the participant knows or ought to know is confidential;

but does not include information that is:

(e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

(f) has been independently developed or acquired by the receiving party; or

(g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

Attachment D - Conflict of interest declaration

Declaration of Interests

Procurement for the 2025 and 2026 Census Post Enumeration exercise (CPEE) tender RFx25722.

A copy of this declaration must be forwarded to the Committee Chair for management and filing.

Position Title, Organisation s 22 , Department of Education

Role in Project Project Manager

Acknowledgement of obligations

I acknowledge that:

my duties involve participating in the Project;

I am aware of any requirements and obligations that I may have under law, including the *Public Governance, Performance and Accountability Act 2014* (Cth) and the *Public Service Act 1999* (Cth) relating to conflicts of interest;

I am aware of my responsibility to act in accordance with the Probity Plan for the Project and in accordance with the APS Code of Conduct; and

I am required to declare any conflicts of interest (such as private interests or relationships) which could or could be seen to influence or impact on the performance of my role in the Project.

Declaration of interests and disclosure statement

I declare that:

the list of any conflict of interest identified below, of my private interests and relationships has been prepared on the basis of my personal circumstances and particular role in the Project.

with the exception of any conflict of interest identified below, to the best of my knowledge and belief, no actual, potential or perceived conflict of interest exists which may hinder or prevent me from exercising fairly and impartially, and in the best interests of the Department of Education (**Department**), any activity related to the Project.

I will use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict of interest.

I will notify the Nominated Person (above), as well the Chair of the relevant XXXXX Procurement/Grant Management Committee(s) (where relevant) immediately if any circumstances arise during the Project, which may give rise to an actual, potential or perceived conflict of interest and will comply with any directions for dealing with that conflict of interest.

I undertake to immediately inform the Department (via the Nominated Person) of any changes to:

my responsibilities or to the issue or subjects on which I am required to make decisions or give advice; and

my personal circumstances that could affect the contents of this declaration and to provide an amended declaration/s using this pro forma.

I declare that to the best of my knowledge neither I nor any member of my immediate family have any interests (pecuniary or otherwise) which could possibly be construed as having any influence, or perceived to have any influence, on the proper and objective performance by me of my duties in relation to this Project other than as detailed below.

Declaration Listing:
[*if Nil to declare – write NIL*]

s 22

Signature:

Name: s 22

Date: 15/10/2025

Attachment C – Confidentiality Agreement

THIS DEED POLL is made on the _15_____ day of __October_____ [2025]

BY: s 22 _____

Of: s 47F _____ (the "Participant")

FOR THE BENEFIT OF: The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of Professional and Associated Services (the "Process").

B. The Participant will access Confidential Information during the Process.

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(a) is by its nature confidential;

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

(c) is designated by a tenderer or the department as confidential; or

(d) the participant knows or ought to know is confidential;

but does not include information that is:

(e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

(f) has been independently developed or acquired by the receiving party; or

(g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

Attachment D - Conflict of interest declaration

Declaration of Interests

Procurement for the 2025 and 2026 Census Post Enumeration exercise (CPEE) tender RFx25722.

A copy of this declaration must be forwarded to the Committee Chair for management and filing.

Acknowledgement of obligations

I acknowledge that:

my duties involve participating in the Project;

I am aware of any requirements and obligations that I may have under law, including the *Public Governance, Performance and Accountability Act 2014* (Cth) and the *Public Service Act 1999* (Cth) relating to conflicts of interest;

I am aware of my responsibility to act in accordance with the Probity Plan for the Project and in accordance with the APS Code of Conduct; and

I am required to declare any conflicts of interest (such as private interests or relationships) which could or could be seen to influence or impact on the performance of my role in the Project.

Declaration of interests and disclosure statement

I declare that:

the list of any conflict of interest identified below, of my private interests and relationships has been prepared on the basis of my personal circumstances and particular role in the Project.

with the exception of any conflict of interest identified below, to the best of my knowledge and belief, no actual, potential or perceived conflict of interest exists which may hinder or prevent me from exercising fairly and impartially, and in the best interests of the Department of Education (**Department**), any activity related to the Project.

I will use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict of interest.

I will notify the Nominated Person (above), as well the Chair of the relevant XXXXX Procurement/Grant Management Committee(s) (where relevant) immediately if any circumstances arise during the Project, which may give rise to an actual, potential or perceived conflict of interest and will comply with any directions for dealing with that conflict of interest.

I undertake to immediately inform the Department (via the Nominated Person) of any changes to:

my responsibilities or to the issue or subjects on which I am required to make decisions or give advice; and

my personal circumstances that could affect the contents of this declaration and to provide an amended declaration/s using this pro forma.

I declare that to the best of my knowledge neither I nor any member of my immediate family have any interests (pecuniary or otherwise) which could possibly be construed as having any influence, or perceived to have any influence, on the proper and objective performance by me of my duties in relation to this Project other than as detailed below.

Declaration Listing:
NIL

s 22

Signature:

Name: s 22 Date: 15/10/2025

Attachment C – Confidentiality Agreement

THIS DEED POLL is made on the Friday 17th day of October 2025

BY: s 22 _____

Of: s 47F _____ (the "Participant")

FOR THE BENEFIT OF: The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of Professional and Associated Services (the "Process").

B. The Participant will access Confidential Information during the Process.

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

(a) is by its nature confidential;

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

(c) is designated by a tenderer or the department as confidential; or

(d) the participant knows or ought to know is confidential;

but does not include information that is:

(e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

(f) has been independently developed or acquired by the receiving party; or

(g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

Attachment D - Conflict of interest declaration

Declaration of Interests

Procurement for the 2025 and 2026 Census Post Enumeration exercise (CPEE) tender RFx25722.

A copy of this declaration must be forwarded to the Committee Chair for management and filing.

Position Title, Organisation_s 22 Assurance Desing Team, Schools Assurance Brance

Role in Project_Panel member

Acknowledgement of obligations

I acknowledge that:

my duties involve participating in the Project;

I am aware of any requirements and obligations that I may have under law, including the *Public Governance, Performance and Accountability Act 2014* (Cth) and the *Public Service Act 1999* (Cth) relating to conflicts of interest;

I am aware of my responsibility to act in accordance with the Probity Plan for the Project and in accordance with the APS Code of Conduct; and

I am required to declare any conflicts of interest (such as private interests or relationships) which could or could be seen to influence or impact on the performance of my role in the Project.

Declaration of interests and disclosure statement

I declare that:

the list of any conflict of interest identified below, of my private interests and relationships has been prepared on the basis of my personal circumstances and particular role in the Project.

with the exception of any conflict of interest identified below, to the best of my knowledge and belief, no actual, potential or perceived conflict of interest exists which may hinder or prevent me from exercising fairly and impartially, and in the best interests of the Department of Education (**Department**), any activity related to the Project.

I will use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict of interest.

I will notify the Nominated Person (above), as well the Chair of the relevant XXXXX Procurement/Grant Management Committee(s) (where relevant) immediately if any circumstances arise during the Project, which may give rise to an actual, potential or perceived conflict of interest and will comply with any directions for dealing with that conflict of interest.

I undertake to immediately inform the Department (via the Nominated Person) of any changes to:

my responsibilities or to the issue or subjects on which I am required to make decisions or give advice; and

my personal circumstances that could affect the contents of this declaration and to provide an amended declaration/s using this pro forma.

I declare that to the best of my knowledge neither I nor any member of my immediate family have any interests (pecuniary or otherwise) which could possibly be construed as having any influence, or perceived to have any influence, on the proper and objective performance by me of my duties in relation to this Project other than as detailed below.

Declaration Listing:

Nil

s 22

Signature:

Name: s 22

Date: 17 Oct 2025

s 47E(d)

s 47E(d)

DoSO Request for Quote

NOTE:

Any items in yellow require input by the Customer (Government agency)

Any items in blue require input by the potential Supplier

This Request for Quote (RFQ) consists of:

Form Title	*Purpose*	*To be completed by*
Request for Quote Details	Details and conditions of RFQ	Customer
Schedule 1 - Statement of Work	Details of Customer's Requirement	Customer
Schedule 2 - Additional Contract Terms	Details of Customer's Requirement	Customer
Schedule 3 - Supplier's Response Form	Details Supplier's Offer in Response to the RFQ	Supplier

If the Customer chooses to accept the Supplier's offer, the Customer will prepare a Contract and send this to the successful Supplier for signature. Any resultant Contract will be subject to the Deed of Standing Offer (DoSO) Terms (to the extent these apply). The DoSO is specified in the Request for Quote Details.

A Contract is made up of:

- the Contract Details Schedule which contains details of the Customer and the Supplier and will include certain details from the Supplier's Response Form
- the Statement of Work as specified in this RFQ
- the Additional Contract Terms as specified in this RFQ
- the Commonwealth Contract Terms current at the RFQ Release Date as published at https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs
- the *Commonwealth Contracting Suite Glossary and Interpretation* current at the RFQ Release Date as published at https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs
- any additional Contract Annexes.

Request for Quote Details

This Request for Quote (RFQ) (including its attachments) is issued by the Customer under the Deed of Standing Offer (DoSO) as described below.

DoSO Details

DoSO Title	Provision of Professional and Associated Services
Standing Offer Notice (SON) ID	SON3921486
Lead Customer Name	Australian National Audit Office

RFQ Details

RFQ Reference ID	RFx25722
RFQ Release Date	30 September 2025
RFQ Closing Date and Time	20 October 2025, 5:00pm AEDT
Question Closing Date and Time	16 October 2025, 5:00pm AEDT
Evaluation Criteria	Quotations will be evaluated on the basis of best value for money consistent with the Commonwealth Procurement Rules, in accordance with the evaluation criteria. Quotations will be assessed against the following evaluation criteria: **Weighted criteria** a) the extent to which the Supplier's proposed approach to delivering the Services described in the Statement of Work will achieve the Key Performance Indicators specified in requirement 4 of the Statement of Work (40%); b) the extent to which the Supplier has demonstrated that it has the capability and capacity to deliver the Services described in the Statement of Work (30%), including the potential Supplier's: o demonstrated understanding of the key challenges/risks associated with the delivery of those Services, and its proposed approach to the management of those challenges/risks; o demonstrated organisational experience in providing services that are the same as or similar to the Services described in the Statement of Work; and c) the extent to which nominated Specified Personnel have the experience and related qualifications in providing services that are the same as or similar to the Services described in the Statement of Work (30%).
	The Customer reserves the right to, among other things: a) suspend or terminate this RFQ process if the Customer considers it is in the public interest to do so; b) change, vary or modify its requirements at any time with prior notification to the potential Suppliers who lodge a Response (Respondents); c) provide or not provide responses to any questions about this RFQ to all Respondents (on a non-attributable basis); d) extend the RFQ Closing Date and Time on notification to Respondents; e) seek and/or contact any referee, whether or not nominated by the Respondents;

	f) seek information or clarification from any Respondents, and/or provide information or clarification to any Respondents; g) allow or not allow a Respondent to correct or clarify any unintentional error of form made in that Respondent's Response, but will not permit any material alteration or addition to the Response (other than as required to rectify the unintentional error of form identified by the Customer); h) not accept the lowest priced Response; i) at any time, approach the market to conduct a tender or other procurement process in relation to the subject matter of this RFQ; j) enter into negotiations with, or seek information from, selected Respondent(s); and k) enter into a Contract with more than one Respondent in relation to the Services described in the Statement of Work. In submitting its Response, the Respondent acknowledges and agrees that: l) lodgement of a Response on time and in accordance with the terms of this RFQ is entirely the Respondent's responsibility; m) nothing in this RFQ will be construed as creating any legally binding contract (express or implied); n) the terms of the request are based exclusively on this RFQ, and any addenda to this RFQ that has been issued; o) the Customer or its nominee may conduct any due diligence checks (including financial, security and probity investigations and checks) of the Respondent/s or any proposed Subcontractors as the Customer considers necessary to determine whether the Respondent/s and any Subcontractors are suitable to carry out the Services; and p) the Customer is not responsible for any costs or expenses incurred by Respondents in addressing the requirements of this RFQ. In submitting its Response, the Respondent warrants and represents that: o it has examined this RFQ, any documents referenced in this RFQ and other relevant information provided; o it has relied entirely upon its own enquiries in respect of the subject matter of its Response; o it has not relied on any warranty, representation, conduct, letter, document or arrangement made by the Customer, whether oral or in writing, except as expressly provided in this RFQ or any addenda issued to the RFQ; o it has satisfied itself as to the correctness and sufficiency of its Response, including prices; o to the best of its knowledge, having made all reasonable enquiries, there are no circumstances or relationships which constitute or may constitute a Conflict of Interest relating to the Respondent's Response or the Respondent's obligations under any Contract resulting from this RFQ, other than as set out in its Response; and o it undertakes to advise the Customer in writing immediately upon becoming aware of any Conflict of Interest in respect of the RFQ, its Response or the provision of the Services.

Customer Details

Customer Name	Department of Education
Customer ABN	12 862 898 150
Customer Contact Officer Name	s 22 of Recurrent Funding Assurance
Customer Contact Email	s 47E(d)

Contract Details

Proposed Start Date	27 October 2025
Proposed End Date	30 June 2027
Contract Extension Option	1 extension for a period of up to 90 days

Lodgement

The Supplier's Response must be lodged by the RFQ Closing Date and Time. The Customer will not consider late responses, unless the response is received late solely due to the mishandling by the Customer.

The Supplier must submit the completed form **Supplier's Response Form** (see below) in order to be considered for the RFQ. Other files may be submitted if required.

The Supplier's Response must be lodged electronically via the panel management functionality on the Australian Government Tender System, AusTender, at https://www.tenders.gov.au.

Lodging a response will constitute an offer by the Supplier to provide the Customer's Requirement on the terms and conditions of the Contract. This RFQ is an invitation to treat and is not taken to be or relied upon as an offer capable of acceptance by any person or creating any form of contractual or other right, whether implied or otherwise.

Any questions or complaints regarding this RFQ must be directed to the Customer's Contact Officer.

Schedule 1

Statement of Work

Standing Offer Notice (SON) ID	SON3921486
RFQ Reference ID	RFx25722
Customer Name	Department of Education

The Requirement

The Supplier must provide the Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

ITEM	ITEM NAME	DETAIL
1.	**Required Capabilities**	**Service Category 3 - Performance Audits** 1. Demonstrated capability and capacity to provide the services described in the Statement of Work to a very high standard and within the specified timeframes; 2. Demonstrated understanding of the key challenges and the management of risk; 3. Demonstrated organisational experience in providing services that are the same as or similar to the Services described in the Statement of Work; and 4. Relevant experience and related qualifications of nominated Specified Personnel in providing services that are the same as or similar to the Services described in the Statement of Work
2.	**Detailed Description of the Requirement** The Supplier will undertake over two years Census Post Enumeration (PE) reviews for a minimum of 50 and a maximum of 250 non-government schools nationally each year of the contract to validate student data submitted by these schools in the 2025 and 2026 Non-Government Schools Census (Census). The Census is completed by non-government schools in August of each year and determines non-government schools' annual recurrent funding entitlement for that year. The Census PE exercise takes place after Census reporting is completed each year. It is an important component of the Department of Education's Schools Funding Assurance Framework because it can lead to funding entitlement adjustments for schools selected in Census PE (if reporting errors are identified). The process also, measures the accuracy of Australian Government recurrent funding payments to non-government schools nationally when findings are extrapolated from the sample of schools selected for Census PE to the entire sector. The Census PE exercise typically takes around 4 months each year to complete. The Census data to be validated by the Supplier is specified in Table 2 of the Non-government schools census guide (note data on number of staff specified in the table is not validated, only student data). Validating the accuracy of reported student Census data will require the Supplier to compare a school's Census return, held by the Customer, against school-held records including student attendance and enrolment records, student visa records, and records that schools are required to maintain in reporting students with disability in the Nationally Consistent Collection of Data on School Students with Disability (NCCD) as set out in section C.5 of the NCCD Guidelines. Students are reported in the NCCD as part of the Census as receiving one of four levels of adjustment, with the top three levels attracting additional recurrent funding through the student with disability loading. On or about the Contract Start Date, the Customer will advise the Supplier of the schools in relation to which the Supplier must undertake Census PE reviews in accordance with this Statement of Work. The Census PE reviews will include actual school visits as well as desktop (online) reviews, the desktop reviews will be approximately 15% of the total allocated Census PE reviews. In conducting the Census PE reviews, the Supplier must: • Validate each allocated school's 2025 and 2026 Census data using school held records and relevant Census guidelines issued by the Customer;

	○ For schools with fewer than 100 students reported in the NCCD at Supplementary level and above, this requires validation of NCCD evidence for **all** these students; ○ For schools with more than 100 students reported in the NCCD at Supplementary level and above, this requires validation of NCCD evidence for the first 100 NCCD students and if reporting errors relating to NCCD evidence are identified for one or more of these students, evidence for all remaining NCCD students at the school at supplementary level and above **must** be validated; • Liaise with school authorities to coordinate school visits/desktop reviews and the validation process; • Advise the Customer of the Census PE review dates arranged for all allocated schools by no later than 15 December 2025 (date for 2026 Census PE TBA); • Undertake Census PE reviews for every allocated school by 15 May 2026 (date for 2026 Census PE TBA), (for school visits, schools with multiple campuses can be requested to provide all records to one location for examination where possible); • Explain the validation outcomes to a school authority representative at the conclusion of each school visit; • Complete a Client Declaration form (using the template provided by the Customer) at the conclusion of each Census PE review (school visit/desk top review), arrange for the completed form to be signed by a school authority (physically or online), and provide a copy of the completed and signed form to the Customer within 10 days after the school visit/desktop review; • Within 10 days after each school visit/desktop review, provide a written report to the Customer detailing the outcome of the visit/desktop review, the data validation process and any recommended data adjustments. Each report must be in the form of the School Report template provided by the Customer and be to the complete satisfaction of the Customer. With each report, the Supplier must also provide a completed cohort data report (using the template provided by the Customer) outlining the changes to the school's census data in cohort format as per the template; and • Provide a weekly summary to the Customer, in a format required by the Customer, that summarises: ○ the school visits and desktop reviews undertaken in the previous week ○ confirms the School Reports provided to the Customer in the previous week ○ confirms the next week's scheduled school visits and desktop reviews ○ any trends identified from school visits and desktop reviews and feedback raised by schools during school visits and desktop reviews. Before commencing any school site or desktop reviews, the Supplier and any Subcontractors who will be involved in conducting school site or desktop reviews must have completed Cultural Appreciation Training, Disability Awareness Training and any other training required by the Customer. The Supplier and any Subcontractors conducting desktop reviews will be invited to participate in GovTEAMS as a communications channel (Date to be advised).
	Attachments included ☐ Yes ☒ No	
3.	**Standards**	The Supplier must comply with the following Standards: • professional and other standards that the Supplier would apply to the Services and the measures the Supplier proposes to ensure that standards are maintained for the term of the Contract.
4.	**Key Performance Indicators**	The Supplier must comply with the following Key Performance Indicators: • All school visits and desktop reviews are scheduled and advised to the Customer by 15 December 2025 (date for 2026 Census PE TBA). • A Client Declaration, completed using the populated Client Declaration form provided by the Customer, must be signed by a school authority on the day the Census PE review (school visit/desk top review) concludes. The Client Declaration is to be provided by the Supplier to the Customer with the written report within 10 days after each school visit or desktop review. • A written report, using the Census Post Enumeration School Report Template, must be provided to the Customer detailing the outcome of the visit, the data validation process and any

		recommended data adjustment. The report should be completed within 10 days after each school visit or desktop review. • All school visits and desktop reviews are undertaken by 15 May 2026 (date for 2026 Census PE TBA).
5.	**Security Requirements**	Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance. The Supplier must comply with the following additional Security Requirements: • Information Technology security requirements - Suppliers must meet and comply with security requirements outlined in the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM). • Suppliers are to develop security documentation in accordance with the Australian Government PSPF and ISM. Suppliers must provide this documentation to the Customer to provide assurance that the systems used to support and manage the Services meet the standards outlined in the Australian Government PSPF and ISM. • Security documentation must outline systems, services and online products of the Supplier and any Subcontractor systems, services and online products. • The Supplier must ensure that all systems, services and online products that it uses in the delivery of the Services or that any of its Subcontractors or third parties use in the delivery of the Services meets the requirements of the Australian Government PSPF and ISM and are hosted and maintained onshore (within Australia). • To ascertain the security of the proposed systems, services and online products the Customer may request an independent Information Security Registered Assessors Program (IRAP) / Cyber Security equivalent assessment.
6.	**Work Health and Safety**	Not Applicable
7.	**Delivery and Acceptance**	The Supplier must comply with the following additional Delivery and Acceptance requirements. <u>Conflict of Interest:</u> The Supplier and its Subcontractors are required to provide to the Customer a Conflict of Interest Declaration upon receiving a provisional list of assigned schools. Where a Conflict of Interest is identified by the Supplier and the Customer has been notified as required under clauses D.D.2(g) and D.E.4 of the DOSO, the Customer may amend the provisional list. <u>GovTeams:</u> The Supplier and any Subcontractors conducting desktop reviews in GovTEAMS must sign a Commonwealth Contract (Partner Contract) with the Department of Finance to ensure the user adheres to the GovTEAMS acceptable use conditions. <u>Specified Personnel:</u> Specified Personnel must have experience and related qualifications in delivering services that are the same as or similar to the Services described in this Statement of Work. <u>Payment Milestones:</u>

		The Supplier will be required to submit a total of four invoices within the terms of the Contract, in line with the following milestones: • Invoice 1 (20 percent of the total fee) to be submitted upon the Customer's acceptance of the Census PE review dates arranged by the Supplier for all allocated schools. • Invoice 2 (40 percent of the total fee) to be submitted upon the Customer's acceptance of 50 per cent of all school visits/desktop reviews undertaken by the Supplier; • Invoice 3 (30 percent of the total fee) to be submitted upon the Customer's acceptance of 95 percent of all school visits/desktop reviews undertaken; and • Invoice 4 (10 percent of the total fee) to be submitted upon the Customer's acceptance of all school reports provided by the Supplier. The final invoice is to be provided to the Customer no later than 15 June 2026 (for 2025 Census PE exercise) and 15 June 2027 (for 2026 Census PE exercise).
8.	**Reporting**	The Supplier must provide the Customer with reports as set out below to the complete satisfaction of the Customer: • The Supplier is required, within 10 days after each school visit/desktop review, to provide a written report to the Customer detailing: o the outcome of the review, including a copy of the Client Declaration form completed by the Supplier and signed by the school; o the data validation process using the School Report template provided by the Customer; and o any recommended data adjustments using the Cohort Changes Report template provided by the Customer. • Provide a weekly summary to the Customer, in a format required by the Customer, that summarises: o the school visits and desktop reviews undertaken in the previous week o confirms the School Reports provided to the Customer in the previous week o confirms the next week's scheduled school visits and desktop reviews o any trends identified from school visits and desktop reviews and feedback raised by schools during school visits and desktop reviews
9.	**Meetings**	The Supplier must attend meetings as follows: • Supplier briefing and onboarding sessions (Date: TBA) • Supplier briefing post Census PE (Date: TBA) • Census PE performance evaluation and feedback session (end of annual exercise) • Any other meetings as required
10.	**Facilities and Assistance offered by the Customer**	The Customer will make available facilities and assistance as follows: • Brief the Supplier and provide onboarding sessions prior to the commencement of school visits/desk top reviews. Specific details of time will be emailed to the Supplier.

11.	**Customer Material** provided by the Customer:	The Customer will provide the following Materials: • provide a list of allocated schools to the Supplier by approved authority, including location and contact information. • provide copies of relevant documents to the Supplier, including: o letter of introduction for each approved authority school o student census data for each school, including subsidiary campus locations o populated Client Declarations for each school, including subsidiary campus locations o 2025 Non-Government Schools Census Guide o 2025 Nationally Consistent Collection of Data on School Students with Disability (NCCD) Guidelines o 2025 Non-government Schools Census Post Enumeration Contractor Guide o NCCD Evidence fact sheet o Post Enumeration School Report Template o Post Enumeration Cohort Changes Report.
12.	**Modern Slavery Risk**	**Is this procurement potentially greater than $200,000 and been assessed as having a high risk of modern slavery in the suppliers operations or in their supply chain?** **☒ No – No further action required** **☐ Yes – The supplier needs to complete and submit the Modern Slavery and Trafficking Supplier Questionnaire attached to the RFQ**

Additional Contract Terms

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, and also the following Additional Contract Terms:

A.C.1	**Payment Terms**
	The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
A.C.2	**Intellectual Property – Customer Owns**
	The Customer owns the Intellectual Property Rights in the Material created under this Contract. To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose. The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier. Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.
A.C.5	**Pre-Existing Intellectual Property**
	For pre-existing Intellectual Property listed at R.D.9 (if any), the Supplier grants to, or in the case of Third-Party Material, must obtain for the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.
A.C.4	**Confidential Information of the Commonwealth**
	For the purposes of clause 21.E of the Commonwealth Contract Terms, the Customer specifies the following as Confidential Information indefinitely: • All Information and data provided by the Customer, relating to particular schools that the Supplier will be performing Services in relation to. • All material provided by the Customer relating to the Census PE reviews, excluding the 2025 NCCD Guidelines and NCCD Evidence fact sheet.
A.C.5	**Privacy**
	The Supplier will be provided with de-identified information for students through a File Transfer Protocol, with files password protected. The Supplier is to verify this information at the school premises and record any changes. The Supplier will use this information for assessment purposes only. The Supplier must not collect any personal information relating to students. If the school is required to provide documents to the Supplier within three days of a school visit concluding, the de-identified documents will be provided via a File Transfer Protocol, with files password protected. The Supplier must not collect any personal information relating to students. If a desktop review is undertaken, then relevant documents must be sighted by the Supplier online where possible, or de-identified documents accessed through a File Transfer Protocol. The Supplier must not collect any personal information relating to students.

	Any changes to student cohort data identified by the Supplier should be reported back to the Customer in a de-identified manner through a File Transfer Protocol, with files password protected. In relation to Personal Information received, created or held by the Supplier for the purposes of this Contract, the Supplier agrees: • not to use or disclose Personal Information to or engage in any practice that would breach section 16F of the Privacy Act, unless the use or disclosure is necessary to meet (directly or indirectly) an obligation under this Contract; • not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Customer; • to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Customer in relation to the management of Personal Information; • to ensure that any person who the Supplier allows to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles; • to comply with policy guidelines laid down by the Customer or issued by the Information Commissioner from time to time relating to the handling of Personal Information; • at the end of this Contract, to return all records relevant to this Contract and containing Personal Information to the Customer, or delete or destroy those records in the presence of a person authorised by the Customer; • to the Supplier's name being published in reports by the Information Commissioner; and • to immediately notify the Customer if it becomes aware: ▪ of a breach of any of its obligations under this Contract relating to Personal Information; ▪ that a disclosure of Personal Information may be required by law; or ▪ of an approach to it by the Information Commissioner or by a person claiming that their privacy has been interfered with.
A.C.6	**Child Safety**
	If any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Supplier agrees: a. to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and b. if requested, provide the Commonwealth at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
A.C.7	**Travel expenses**
	Expenses associated with travel are necessary for the conduct of the Services and are included in the Contract/Work Order price. The Supplier will not be reimbursed for any expenses associated with travel, accommodation or other fees, charges or expenses in excess of the maximum Contract price without prior written approval of the Customer in the form of a Contract variation.

s 47E(d)

Pages 79-126 deleted under sections 47E(d) and 22 of the FOI Act

From: s 47F
Sent: Monday, 27 October 2025 1:17 PM
To: s 22
Cc:
Subject: Evaluation Report_2025 Census PE procurement.pdf
Attachments: Evaluation Report_2025 Census PE procurement.pdf

Hi s 22

I've approved this evaluation report and am happy for you to initiate conversations with Neoteric s 22 as per your recommendations in relation to pricing.

Thanks
s 47F

Australian Government
Department of Education

Evaluation Report

To s 47F
From s 22
Date 24/10/2025
File ESE25/12056

Contact officer s 22
Phone

RFQ PRN RFx25722

REQUEST FOR QUOTE FOR THE PROVISION OF SERVICES TO 2025 and 2026 CENSUS POST ENUMERATION (PE) EXERCISE

Request for Quotation Evaluation Report

Introduction and Aim

The aim of this evaluation report (ER) is to outline the process used to assess the Quotes in response to the Department of Education's (Department) Request for Quote (RFQ) PRN **RFx25722**, and to provide a recommendation for a preferred Respondent.

The criteria used for the evaluation are those outlined in the RFQ and Evaluation Plan which were drawn from operational requirements for this procurement process.

Departmental Requirements
The Department is engaging external supplier(s) to conduct the annual Non-government Schools Census Post Enumeration (Census PE) exercise to assure data collected in the 2025 (and 2026) Non-Government Schools Census.

Successful suppliers will be required to review a sample of up to 350 non-government schools to validate student data reported in the Census against school records held by the school. The reviews will be undertaken primarily onsite at the schools, with fifteen percent minimum of reviews undertaken online.
s 47E(d)

s 47E(d)

Evaluation Committee

The composition of the Evaluation Committee (EC) is:

(a) s 22 (Chair)

(b) s 22

(c)

Quotation Process and Receipt of Responses

The method of procurement used was a limited tender. The RFQ and associated documentation were released to the following organisations together on 30 September 2025:

Name of Respondent	Respondent Contact Person
s 22	
Neoteric Consulting Pty Ltd s 22	s 47F

The Closing Time for receipt of Quotes was 20/10/2025 at 5:00pm AEDT.

Quotes were received from **3** Respondents. Details of the Quotes received are at **Attachment A**.

Evaluation Process

Each member of the EC was afforded the opportunity to review each Quote received, and independently completed a summary of their evaluation of each Quote. Individual summaries have been retained by EC members and are considered to be internal working papers.

A meeting was held at 10:30am for 90 minutes on Wednesday 22 October 2025 to discuss and review each independent evaluation of the respondents. During this meeting all 3 were reviewed for consistency and concerns.

A qualitative and quantitative evaluation was undertaken and the following documents are attached:

(a) Attachment B—Evaluation matrix showing the evaluation criteria, their weightings, the scoring methodology and the scores given;

(b) Attachment C—Evaluation worksheets including qualitative summary of Respondents' responses against the evaluation criteria

Other Considerations and Assumptions

s 47E(d)

s 22

Probity

All staff completed Probity training prior to the evaluation taking place, no probity issues were identified.

s 47E(d)

s 22

s 47E(d)

s 22

s 47E(d)

Recommendation

The EC recommends that contract negotiations commence with all 3 respondents as all submissions are adequate or above, prices quoted are within budget which represent value for money for the department.

s 22

s 47E(d)

s 22

The members of the EC confirm that the Commonwealth Procurement Rules have been fully complied with during the conduct of this procurement process.

s 22

---

s 22 (Chair) s

---

s 22 s 22

Approved / Not Approved

s 22

Signature: _____

Name: s 47F _____

Date: 27/10/2025

From: s 47E(d)
Sent: Tuesday, 28 October 2025 3:04 PM
To: s 47E(d)
Subject: Notification of intent to engage services for Census Post Enumeration 2025 & 2026 (RFx25722) [SEC=OFFICIAL]

Follow Up Flag: Follow up
Flag Status: Completed

Good afternoon,

This email is to formally advise you that after consideration of your response for quote (RFx25722), we will be contacting you with intention to engage services as part of this exercise.

Details of particulars will be communicated with you in the coming weeks. We thank you for your quote and look forward to working with you on this exercise.

Please do not hesitate to reach out should you require particular information.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom



The Department of Education acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

Australian Government
Department of Education

Minute to: Jane Mitchell, A/g First Assistant Secretary, Funding and Data Collection Division

Subject: Contract Signing - 2025/26 Census Post Enumeration

Due date: 12 November 2025.

From: s 22
Through:
Legal Advice: Not required

Contact: s 22
Phone:

Recommendation(s) – That you:

1) **sign** the three supplier contracts at Attachments A, B and C — signed / not signed
2) **note** costing of each contract is for the 2025 Census PE only, 2026 Census PE is yet to be determined — noted / please discuss
3) **note** Section 23 Approval of commitment or expenditure of relevant money for each of the contracts will be approved in the Financial Management Compliance System (FMCS) once contracts are signed. — noted / please discuss

Comments:

s 22

12/11/2025

Purpose

1. For you to sign the contracts formally engaging three suppliers to undertake the 2025 and 2026 Census Post Enumeration (PE) exercise.
2. Note that costs in each contract are for the 2025 Census PE only and 2026 is yet to be determined, a contract variation will occur for the 2026 allocations and amounts.
3. On 30 September 2025, Fabian Harding, First Assistant Secretary, Funding and Data Collection Division gave Section 23 Approval to commit relevant monies for the 2025-26 Census PE exercise and approval to go to market to source suppliers (**EC25-002832**).

Issues

4. Following the outcomes of the procurement process and approval of the Evaluation report (Attachment D) the Department entered contract negotiations based on the recommendations of the evaluation committee with the following suppliers:
   s 22
   b. Neoteric Consulting
   s 22

5. Contract negotiations have concluded, and the resulting distribution of school reviews are reflected in each of the attached contracts for signing. s 47E(d)

s 47E(d)

Supplier	Type of Review	Average cost	No. of Schools	Total cost (GST excl.)
Neoteric				
	s 47E(d), 47G			
			s 47E(d), 47G	$464,635.00

s 22

s 47E(d)

s 22

8. The total maximum value of the contract with Neoteric Consulting is $464,635.00 (GST excl.).

s 22

s 47E(d)

11. If you agree to the above, please sign:
s 22

b. The contract at Attachment B for Neoteric Consulting
s 22

12. As an SES Band 1, you have financial delegation to sign the contracts.

Financial implications
s 47E(d)

14. Funding for staff travel associated with Census PE will come from departmental funds.

Background

15. On 30 September 2025, the department issued a Request for Quotation (RFQ) to five suppliers through Panel PNL3845 – Provision of Professional and Associated Services (ANAO).

16. The Closing date and time for the receipt of quotes was 20 October at 5:00pm.

17. Submissions were received by three suppliers. All three suppliers were rated as suitable.

18. As part of the supplier's response they were asked to provide two quotes:

    a. a quote for conducting for up to 50 schools, with a breakdown by an average cost per school for school onsite visits, desktop reviews, and remote onsite school visits;

    b. a quote for conducting between 50 and 250 schools, with a breakdown by an average cost per school for school onsite visits, desktop reviews, and remote onsite school visits.

Next steps

19. On approval of this minute and execution of the contracts, preferred suppliers will commence contract obligations and the Census PE exercise 2025 will begin.

Consultation

20. Finance Business Partner Schools.

Summary of attachments
s 22

Attachment B Contract Neoteric
s 22
s 47E(d)

Contract

Your Response dated 20/10/2025 for RFQ ID 25722 is accepted in accordance with this Contract.

This Contract is issued under the **Deed of Standing Offer (DoSO) SON**3921486 for 2025/26 Census Post Enumeration (PE) exercise. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

Form Title	*Details*
Deed of Standing Offer -	The DoSO and its terms, to the extent these apply
Contract Details Schedule	This form
Schedule 1 - Statement of Work	As agreed between the Parties
Schedule 2 - Additional Contract Terms	As agreed between the Parties
Commonwealth Contract Terms and the Commonwealth Contracting Suite Glossary and Interpretation	The Terms and Glossary in force at the RFQ Release Date apply. The Terms and Glossary are available here: (https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs)

R.D.1 Contract Details		
R.D.1(a)	Contract reference ID	RFx25722
R.D.1(b)	Contract Start Date	11 November 2025
R.D.1(c)	Contract End Date	This Contract will terminate on 30 June 2027
R.D.1(d)	Contract extension option	1 extension for a period of up to 90 days

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues until the Contract End Date unless:

a) it is terminated earlier; or

b) there is a Contract extension option and this is exercised by the Customer, in which case the Contract will continue until the end of the extended time unless it is terminated earlier.

R.D.2 Customer's Particulars		
R.D.2(a)	Customer Name	The Commonwealth of Australia as represented by Department of Education
R.D.2(a)	Customer Name	Department of Education
R.D.2(b)	Customer ABN	12 862 898 150

R.D.4 Notices under this Contract

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison, unless otherwise agreed.

R.D.4(a)	Customer's Contract Manager	Name/Position:	s 22
		Postal Address:	50 Marcus Clarke St, Canberra ACT 2601
		Email:	s 22
		Telephone:	
R.D.4(b)	Supplier's Contract Manager	Name/Position:	s 47F
		Postal Address:	Unit G12, 1 Kalma Way, Campbell ACT 2612
		Email:	s 47F
		Telephone:	

R.D.5 Invoices

All invoices issued to the Customer must be addressed to the addressee and issued by email as specified in R.D.5(a) below.

R.D.5(a)	Customer's Address for Invoices	Addressee Name/Position:	s 47F
		Email:	

R.D.6 Price

Fixed costs

s 47E(d), 47G s 47E(d), 47G

s 47E(d), 47G

Sub-total s 47E(**$464,635.00**

Total Contract Price

The maximum Contract Price Exclusive of GST and all taxes and charges will not exceed this price GST Exclusive $464,635.00

R.D.7 Specified Personnel s 47F

		s 47F
R. D.8	**Subcontractors**	Not Applicable
R. D.9	**Pre-existing Intellectual Property**	☐ Yes ☒ No
R. D.10	**Confidential Information**	☐ Yes ☒ No

EXECUTED as an Agreement

Customer

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Education **ABN** 12 862 898 150 by its duly authorised delegate in the presence of:

Signature of witness:

Sign here s 22

Signature of delegate:

Sign here s 22

Name of witness:

Print here s 22

Name of delegate:

Print here JANE MITCHELL

Position of delegate:

Print here NG FAS FOCD

Date:

Print here 12 NOVEMBER 2025

Supplier – Partnership

Executed by Neoteric Consulting Pty Ltd **ACN** 671 094 769 **ABN** 44 671 094 769 in the presence of:

Signature of witness:

s 47F

Signature of supplier:

s 47F

Name of witness:

s 47F

Name of supplier:

s 47F

Date:

6/11/2025

s 47F

Schedule 1

Statement of Work

Standing Offer Notice (SON) ID	SON3921486
Contract Reference ID	RFx25722
Customer Name	Department of Education

The Requirement

The Supplier must provide the Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

R.A.1	**Required Capabilities**	**Service Category 3 - Performance Audits** • 1. Demonstrated capability and capacity to provide the services described in the Statement of Work to a very high standard and within the specified timeframes; • 2. Demonstrated understanding of the key challenges and the management of risk; • 3. Demonstrated organisational experience in providing services that are the same as or similar to the Services described in the Statement of Work; and 4. Relevant experience and related qualifications of nominated Specified Personnel in providing services that are the same as or similar to the Services described in the Statement of Work
R.A.2	**Detailed Description of the Requirement**	

The Supplier will undertake over two years Census Post Enumeration (PE) reviews for a minimum of 50 and a maximum of 250 non-government schools nationally each year of the contract to validate student data submitted by these schools in the 2025 and 2026 Non-Government Schools Census (Census). The Census is completed by non-government schools in August of each year and determines non-government schools' annual recurrent funding entitlement for that year.

The Census PE exercise takes place after Census reporting is completed each year. It is an important component of the Department of Education's Schools Funding Assurance Framework because it can lead to funding entitlement adjustments for schools selected in Census PE (if reporting errors are identified). The process also, measures the accuracy of Australian Government recurrent funding payments to non-government schools nationally when findings are extrapolated from the sample of schools selected for Census PE to the entire sector. The Census PE exercise typically takes around 4 months each year to complete.

The Census data to be validated by the Supplier is specified in Table 2 of the Non-government schools census guide (note data on number of staff specified in the table is not validated, only student data). Validating the accuracy of reported student Census data will require the Supplier to compare a school's Census return, held by the Customer, against school-held records including student attendance and enrolment records, student visa records, and records that schools are required to maintain in reporting students with disability in the Nationally Consistent Collection of Data on School Students with Disability (NCCD) as set out in section C.5 of the NCCD Guidelines. Students are reported in the NCCD as part of the Census as receiving one of four levels of adjustment, with the top three levels attracting additional recurrent funding through the student with disability loading.

On or about the Contract Start Date, the Customer will advise the Supplier of the schools in relation to which the Supplier must undertake Census PE reviews in accordance with this Statement of Work.

The Census PE reviews will include actual school visits as well as desktop (online) reviews, the desktop reviews will be approximately 15% of the total allocated Census PE reviews.

In conducting the Census PE reviews, the Supplier must:

• Validate each allocated school's 2025 and 2026 Census data using school held records and relevant Census guidelines issued by the Customer;

- For schools with fewer than 100 students reported in the NCCD at Supplementary level and above, this requires validation of NCCD evidence for **all** these students;

		○ For schools with more than 100 students reported in the NCCD at Supplementary level and above, this requires validation of NCCD evidence for the first 100 NCCD students and if reporting errors relating to NCCD evidence are identified for one or more of these students, evidence for all remaining NCCD students at the school at supplementary level and above **must** be validated; • Liaise with school authorities to coordinate school visits/desktop reviews and the validation process; • Advise the Customer of the Census PE review dates arranged for all allocated schools by no later than 15 December 2025 (date for 2026 Census PE TBA); • Undertake Census PE reviews for every allocated school by 15 May 2026 (date for 2026 Census PE TBA), (for school visits, schools with multiple campuses can be requested to provide all records to one location for examination where possible); • Explain the validation outcomes to a school authority representative at the conclusion of each school visit; • Complete a Client Declaration form (using the template provided by the Customer) at the conclusion of each Census PE review (school visit/desk top review), arrange for the completed form to be signed by a school authority (physically or online), and provide a copy of the completed and signed form to the Customer within 10 days after the school visit/desktop review; • Within 10 days after each school visit/desktop review, provide a written report to the Customer detailing the outcome of the visit/desktop review, the data validation process and any recommended data adjustments. Each report must be in the form of the School Report template provided by the Customer and be to the complete satisfaction of the Customer. With each report, the Supplier must also provide a completed cohort data report (using the template provided by the Customer) outlining the changes to the school's census data in cohort format as per the template; and • Provide a weekly summary to the Customer, in a format required by the Customer, that summarises: ○ the school visits and desktop reviews undertaken in the previous week ○ confirms the School Reports provided to the Customer in the previous week ○ confirms the next week's scheduled school visits and desktop reviews ○ any trends identified from school visits and desktop reviews and feedback raised by schools during school visits and desktop reviews. Before commencing any school site or desktop reviews, the Supplier and any Subcontractors who will be involved in conducting school site or desktop reviews must have completed Cultural Appreciation Training, Disability Awareness Training and any other training required by the Customer. The Supplier and any Subcontractors conducting desktop reviews will be invited to participate in GovTEAMS as a communications channel (Date to be advised).
		Attachments included ☐ Yes ☒ No
R.A.3	**Standards**	The Supplier must comply with the following Standards: • professional and other standards that the Supplier would apply to the Services and the measures the Supplier proposes to ensure that standards are maintained for the term of the Contract.
R.A.4	**Key Performance Indicators**	The Supplier must comply with the following Key Performance Indicators: • All school visits and desktop reviews are scheduled and advised to the Customer by 15 December 2025 (date for 2026 Census PE TBA). • A Client Declaration, completed using the populated Client Declaration form provided by the Customer, must be signed by a school authority on the day the Census PE review (school visit/desk top review) concludes. The Client Declaration is to be provided by the Supplier to the Customer with the written report within 10 days after each school visit or desktop review. • A written report, using the Census Post Enumeration School Report Template, must be provided to the Customer detailing the outcome of the visit, the data validation process and any recommended data adjustment. The report should be completed within 10 days after each school visit or desktop review.

		• All school visits and desktop reviews are undertaken by 15 May 2026 (date for 2026 Census PE TBA).
R.A.5	**Security Requirements**	Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance. The Supplier must comply with the following additional Security Requirements: • Information Technology security requirements - Suppliers must meet and comply with security requirements outlined in the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM). • Suppliers are to develop security documentation in accordance with the Australian Government PSPF and ISM. Suppliers must provide this documentation to the Customer to provide assurance that the systems used to support and manage the Services meet the standards outlined in the Australian Government PSPF and ISM. • Security documentation must outline systems, services and online products of the Supplier and any Subcontractor systems, services and online products. • The Supplier must ensure that all systems, services and online products that it uses in the delivery of the Services or that any of its Subcontractors or third parties use in the delivery of the Services meets the requirements of the Australian Government PSPF and ISM and are hosted and maintained onshore (within Australia). • To ascertain the security of the proposed systems, services and online products the Customer may request an independent Information Security Registered Assessors Program (IRAP) / Cyber Security equivalent assessment.
R.A.6	**Work Health and Safety**	Not applicable
R.A.7	**Delivery and Acceptance**	Supplier must comply with the following additional Delivery and Acceptance requirements. <u>Conflict of Interest:</u> The Supplier and its Subcontractors are required to provide to the Customer a Conflict of Interest Declaration upon receiving a provisional list of assigned schools. Where a Conflict of Interest is identified by the Supplier and the Customer has been notified as required under clauses D.D.2(g) and D.E.4 of the DOSO, the Customer may amend the provisional list. <u>GovTeams:</u> The Supplier and any Subcontractors conducting desktop reviews in GovTEAMS must sign a Commonwealth Contract (Partner Contract) with the Department of Finance to ensure the user adheres to the GovTEAMS acceptable use conditions. <u>Specified Personnel:</u> Specified Personnel must have experience and related qualifications in delivering services that are the same as or similar to the Services described in this Statement of Work. <u>Payment Milestones:</u>

		• The Supplier will be required to submit a total of four invoices within the terms of the Contract, in line with the following milestones: • Invoice 1 (20 percent of the total fee) to be submitted upon the Customer's acceptance of the Census PE review dates arranged by the Supplier for all allocated schools. • Invoice 2 (40 percent of the total fee) to be submitted upon the Customer's acceptance of 50 per cent of all school visits/desktop reviews undertaken by the Supplier; • Invoice 3 (30 percent of the total fee) to be submitted upon the Customer's acceptance of 95 percent of all school visits/desktop reviews undertaken; and • Invoice 4 (10 percent of the total fee) to be submitted upon the Customer's acceptance of all school reports provided by the Supplier. The final invoice is to be provided to the Customer no later than 15 June 2026 (for 2025 Census PE exercise) and 15 June 2027 (for 2026 Census PE exercise).
R.A.8	**Reporting**	The Supplier must provide the Customer with reports as set out below to the complete satisfaction of the Customer: • The Supplier is required, within 10 days after each school visit/desktop review, to provide a written report to the Customer detailing: o the outcome of the review, including a copy of the Client Declaration form completed by the Supplier and signed by the school; o the data validation process using the School Report template provided by the Customer; and o any recommended data adjustments using the Cohort Changes Report template provided by the Customer. • Provide a weekly summary to the Customer, in a format required by the Customer, that summarises: o the school visits and desktop reviews undertaken in the previous week o confirms the School Reports provided to the Customer in the previous week o confirms the next week's scheduled school visits and desktop reviews o any trends identified from school visits and desktop reviews and feedback raised by schools during school visits and desktop reviews
R.A.9	**Meetings**	The Supplier must attend meetings as follows: • Supplier briefing and onboarding sessions (Date: TBA) • Supplier briefing post Census PE (Date: TBA) • Census PE performance evaluation and feedback session (end of annual exercise) • Any other meetings as required
R.A.10	**Facilities and Assistance offered by the Customer**	The Customer will make available facilities and assistance as follows:

		• Brief the Supplier and provide onboarding sessions prior to the commencement of school visits/desk top reviews. Specific details of time will be emailed to the Supplier.
R.A.11	**Customer Material** provided by the Customer:	The Customer will provide the following Materials: • provide a list of allocated schools to the Supplier by approved authority, including location and contact information. • provide copies of relevant documents to the Supplier, including: o letter of introduction for each approved authority school o student census data for each school, including subsidiary campus locations o populated Client Declarations for each school, including subsidiary campus locations o 2025 Non-Government Schools Census Guide o 2025 Nationally Consistent Collection of Data on School Students with Disability (NCCD) Guidelines o 2025 Non-government Schools Census Post Enumeration Contractor Guide o NCCD Evidence fact sheet o Post Enumeration School Report Template o Post Enumeration Cohort Changes Report.

Schedule 2

Additional Contract Terms

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, and also the following Additional Contract Terms:

R.C.1	**Payment Terms**
	The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
R.C.2	**Intellectual Property – Customer Owns**
	The Customer owns the Intellectual Property Rights in the Material created under this Contract. To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose. The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier. Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.
R.C.3	**Pre-Existing Intellectual Property**
	For pre-existing Intellectual Property listed at **R.B.7** (if any), the Supplier grants to, or in the case of Third-Party Material, must obtain for the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.
R.C.4	**Confidential Information of the Commonwealth**
	For the purposes of clause 21.E of the Commonwealth Contract Terms, the Customer specifies the following as Confidential Information indefinitely: • All Information and data provided by the Customer, relating to particular schools that the Supplier will be performing Services in relation to. • All material provided by the Customer relating to the Census PE reviews, excluding the 2025 NCCD Guidelines and NCCD Evidence fact sheet.
R.C.4	**Privacy**
	The Supplier will be provided with de-identified information for students through a File Transfer Protocol, with files password protected. The Supplier is to verify this information at the school premises and record any changes. The Supplier will use this information for assessment purposes only. The Supplier must not collect any personal information relating to students. If the school is required to provide documents to the Supplier within three days of a school visit concluding, the de-identified documents will be provided via a File Transfer Protocol, with files password protected. The Supplier must not collect any personal information relating to students. If a desktop review is undertaken, then relevant documents must be sighted by the Supplier online where possible, or de-identified documents accessed through a File Transfer Protocol. The Supplier must not collect any personal information relating to students. Any changes to student cohort data identified by the Supplier should be reported back to the Customer in a de-identified manner through a File Transfer Protocol, with files password protected.

	In relation to Personal Information received, created or held by the Supplier for the purposes of this Contract, the Supplier agrees: • not to use or disclose Personal Information to or engage in any practice that would breach section 16F of the Privacy Act, unless the use or disclosure is necessary to meet (directly or indirectly) an obligation under this Contract; • not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Customer; • to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Customer in relation to the management of Personal Information; • to ensure that any person who the Supplier allows to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles; • to comply with policy guidelines laid down by the Customer or issued by the Information Commissioner from time to time relating to the handling of Personal Information; • at the end of this Contract, to return all records relevant to this Contract and containing Personal Information to the Customer, or delete or destroy those records in the presence of a person authorised by the Customer; • to the Supplier's name being published in reports by the Information Commissioner; and • to immediately notify the Customer if it becomes aware: • of a breach of any of its obligations under this Contract relating to Personal Information; • that a disclosure of Personal Information may be required by law; or • of an approach to it by the Information Commissioner or by a person claiming that their privacy has been interfered with.
R.C.5	**Child Safety**
	If any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Supplier agrees: a) to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and b) if requested, provide the Commonwealth at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
R.C.6	**Travel expenses**
	Expenses associated with travel are necessary for the conduct of the Services and are included in the Contract/Work Order price. The Supplier will not be reimbursed for any expenses associated with travel, accommodation or other fees, charges or expenses in excess of the maximum Contract price without prior written approval of the Customer in the form of a Contract variation.

From: s 47F
Sent: Tuesday, 28 October 2025 2:41 PM
To: s 22 s 47F
Cc: s 22 s 47E(d)
Subject: RE: Negotiation on 2025 & 2026 pricing [SEC=OFFICIAL]
Attachments: Appendix 1 - Revised Pricing.pdf

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Thank you for your time earlier today to discuss our Census PE RFQ proposal.
s 47G

Please let me know if you have any questions or need anything further from us at this stage.

Kind regards,
s 47F

Unit G12 1 Kalma Way
Campbell ACT 2612



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From: s 22
Sent: Tuesday, 28 October 2025 1:25 PM
To: s 47F

Cc: s 22 s 47E(d)

Subject: Negotiation on 2025 & 2026 pricing [SEC=OFFICIAL]

Hi s 47F

Thank you both for your time today to discuss the upcoming Census PE work programs and RFQ.

As discussed we are keen to work with you going forward and appreciate the time you put into the RFQ response.

As a summary of the meeting we agreed on the following;

47G

We would be keen to receive confirmation of this via email as well as an appendix 1 pager to reflect the above to attach to your RFQ response.

Please do not hesitate to reach out should you wish to have a further discussion.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
Phone s 22
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom



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neoteric



Census Post Enumeration Exercise (CPEE)

Department of Education

RFQ ID: RFx25722

#Amendment 1

28 October 2025

47G

From: s 47F
Sent: Wednesday, 10 December 2025 3:35 PM
To: MITCHELL,Jane
Subject: FW: Contracts for Jane to sign [SEC=OFFICIAL]
Attachments: DE Deed of Variation for Contracts (Neoteric) (Final) - Signed.pdf; s 22

Hi Jane,

Please see attached variation contracts for Neoteric s 22 for signing.

s 22

If you can please sign as soon as possible to facilitate their publishing on Austender, that would be appreciated.

Thanks
s 47F

From: s 47E(d)
Sent: Wednesday, 10 December 2025 2:33 PM
To: s 47F
Cc: s 4 ; s 22
Subject: Contracts for Jane to sign [SEC=OFFICIAL]

Hi s 47F

These are Urgent so please try to get a signature on them from Jane ASAP as we have to get them in the system for AusTender.

This is the variations for Neo s 22

47G

s 22

Happy to discuss.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom

Education.gov.au

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From: s 22
Sent: Thursday, 18 December 2025 3:14 PM
To: HARDING,Fabian; s 22 ; s 47F
Cc: s 47E(d)
Subject: RE: Contracts awaiting approval for Census PE [SEC=OFFICIAL]

Thanks Fabian

Will let procurement know to publish tomorrow.

Kind Regards,

s 22
s 22 Schools – Recurrent Funding Assurance
Phone s 22

From: HARDING,Fabian
Sent: Thursday, 18 December 2025 3:03 PM
To: s 22 s 47F
Cc: s 47E(d)
Subject: RE: Contracts awaiting approval for Census PE [SEC=OFFICIAL]

Hi s 22

I have approved both in the system.

Thanks
Fabian

From: s 22
Sent: Thursday, 18 December 2025 2:56 PM
To: HARDING,Fabian s 22 s 22 ; s 47F s 22
Cc: s 47E(d) s 47E(d)
Subject: Contracts awaiting approval for Census PE [SEC=OFFICIAL]

Hi All,

s 22

@HARDING,Fabian when you have 2 minutes please review and approve the contracts in HUB relating to Neoteric s 22 for the 2025 Census PE Audit program.

Total value of each contract is **$556,858.50** for Neoteric s 22

s 22

s 22

the original contract for Neoteric has been published and

once the contract variation is approved will also trigger the publication of this variation amount. s 22

s 22

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
Phone s 22
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom



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From: s 47E
Sent: Friday, 12 December 2025 4:39 PM
To: s 47F
Cc: s 22 ; s 47E(d)
Subject: Census Post Enumeration Audit Program 2025 - Contract Variation [SEC=OFFICIAL]
Attachments: Neoteric Contract Variation.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Good afternoon,

Please see the attached copy of the contract variation signed by yourself and the department.

Kind Regards,

s 22
s 22

Recurrent Funding Assurance | Schools Assurance Branch | Funding and Data Collection Division
Australian Government Department of Education
Working in Meanjin
Phone s 22
Website | LinkedIn | Instagram | Facebook | X | Newsroom



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The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.



FORMAL AGREEMENT

VARIATION NUMBER	1
CONTRACT	RFx25722
DATE	12/12/2025
PARTIES	**Department of Education ABN 12 862 898 150 of 50 Marcus Clarke Street Canberra ACT 2601 (Customer)**
	AND
	Neoteric Consulting Pty Ltd ABN 44 671 094 769 of Unit G 12, 1 Kalma Way, Campbell ACT 2612 (Supplier)

1. The Customer and the Supplier executed a Contract RFx25722 on 12 November 2025 for the provision of Professional and Associated Services.

2. The Customer and the Supplier agree that:

   a. the Contract is to be varied in accordance with this Deed of Variation; and

   b. except to the extent expressly set out in this Deed of Variation, the terms and conditions of the Contract are not limited or otherwise affected.

EXECUTED as a deed:

SIGNED by the **Department of Education** by a duly authorised representative, in the presence of

s 22

s 47F

Signature of witness

s 47F

Signature of authorised representative

s 47F

s 22

JANE MITCHELL

Name of witness (print)

Name of authorised representative (print)

Date Signed: 10/12/2025

Date Signed: 10/12/2025

SIGNED for and on behalf of **Neoteric Consulting Pty Ltd and ABN 44 671 094 769** by its duly authorised representative* in the presence of: s 47F

s 47F

s 47F

Signature of authorised representative*

Signature of witness

s 47F

s 47F

Name of authorised representative (print)

Name of witness (print)

Date Signed: 10/12/2025

Date Signed: 10/12/2025

By signing this agreement, the authorised representative represents and warrants that he/she is duly authorised to execute this document on behalf of the Supplier.

VARIATION DETAILS

AMENDMENTS TO THE CONTRACT

1. The Contract is varied as follows:

   1.1 Delete Total price $511,098.50 and insert new cost $556,858.50 GST Inclusive

   1.2 Change Item _R.D.6 of Schedule 1 to read $556,858.50 GST Inclusive

2 In all other aspects, the Terms and Conditions of the Contract remain unchanged.

From: s 47E(d)
Sent: Tuesday, 2 December 2025 11:52 AM
Cc: s 47E(d) s 47F
Subject: 2025 Contractor Guide [SEC=OFFICIAL]
Attachments: Census PE 2025 - Contractor Guide.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Tracked To Dynamics 365

Morning gents,

Firstly thank you all for the patience while this went through the clearance process.

Please find attached the 2025 Contractor guide, please ensure all staff review the contractor guide in detail as there will be key information for your audits.

We will be running contractor training session on this guide in January which I will arrange with you directly (January 27-29 – right before the audits start). These sessions will not just be a read through but more so a chance for you to ask questions that arise from review of this guide.

The department will also be providing some supplementary guidance in the early parts of next year on LoA to assist in the NCCD verification at schools.

As always please do not hesitate to reach out to myself or s 47 at any stage should you wish to discuss.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom



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s 47E(d)

Pages 161- 195 deleted under sections 47E(d) and 22 of the FOI Act

From: s 47F
Sent: Friday, 12 December 2025 4:29 PM
To: s 47E(d) ; s 22
Subject: RE: Small update to contractor guide [SEC=OFFICIAL]

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks, s 22. We will use this version moving forward, and I will pass it onto the team. Kind regards, s 47F

From: s 47E(d)
Sent: Friday, 12 December 2025 4:02 PM
To: s 22
Subject: Small update to contractor guide [SEC=OFFICIAL]

Following on from the email with the clarification of naming conventions, I have also updated the section in the contractor guide, this was my mistake that I overlooked this section so apologies on that. Updated version attached, this is the only change to the guide.
s 47E(d)

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom

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From: s 47F
Sent: Monday, 15 December 2025 8:38 PM
To: s 22
Cc: s 47E(d) s 47F
Subject: RE: Special Circumstances approvals [SEC=OFFICIAL]

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks for following it up. That would be great if we can get those numbers

From: s 22
Sent: Monday, 15 December 2025 4:40 PM
To: s 47F
Cc: s 47E(d) s 47F
Subject: RE: Special Circumstances approvals [SEC=OFFICIAL]

s 47G

Kind Regards,

s 22
s 22 Schools – Recurrent Funding Assurance
Phone s 22

From: s 47F
Sent: Friday, 12 December 2025 4:27 PM
To: s 22
Cc: s 47E(d)
s 47F
Subject: RE: Special Circumstances approvals [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

s 47G

Happy to discuss further.

Kind regards,

s 47F

From: s 47F
Sent: Friday, 12 December 2025 3:13 PM
To: s 47F

Cc: s 47E(d)

Subject: Special Circumstances approvals [SEC=OFFICIAL]

Hi Gents,

Just wanted to pass on a discussion I had this morning about special circumstance applications and approvals.

We had a query as to if contractors are aware of special circ approvals, I spoke to the SAP team who approve them and have noted that applications for Special Circ are sensitive in nature and their preference is not to share details.

However, schools are required by law to keep both application and outcome letter detailing the students that were applied for and the decision made by the delegate to either approve or reject the application.

The schools supply a student identifier that they should be able to link back to a student profile, further the declaration is their total approved cohort they are funded for.

All schools have been told that there is no appetite nor ability to add a student they did not apply a special circ form for.

Please if required or pushed by the school ring us and I will remind them of their census obligations.

Happy to bring this up at the contractor sessions for all staff if this helps.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
Phone s 47F
School Assurance Branch
Australian Government Department of Education
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From: s 47E(d)
Sent: Friday, 5 December 2025 1:18 PM
To: s 47F
Cc: s 47E(d)
Subject: Census Post Enumeration 2025 - Additional school list (COI) [SEC=OFFICIAL]
Attachments: 2025 Listing NEO 2.0.xlsx; Conflict of Interest Declaration - Outsourced Service Providers (Neoteric).docx

Follow Up Flag: Follow up
Flag Status: Completed

Good Afternoon,

Please see attached the additional school list which has been added, once you have reviewed this list, please ensure the new Conflict of Interest form is completed by all specified personnel.

DO NOT CONTACT SCHOOLS until the department has advised you to do so. We will provide notice shortly.

Please do not hesitate to reach out at any stage to discuss the above.

Kind Regards,

s 22
s 22

Recurrent Funding Assurance | Schools Assurance Branch | Funding and Data Collection Division
Australian Government Department of Education
Working in Meanjin
Website | LinkedIn | Instagram | Facebook | X | Newsroom



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Australian Government
Department of Education

Conflict of Interest Declaration Form

(Specified Personnel of Outsourced Service Providers including consultancies)

1. Definitions

For the purposes of this Conflict of Interest Declaration Form, these terms have the following meaning:

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Declarant which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;

Contract means the contract between the Supplier and the Customer described in section 3 of this declaration below;

Customer means the Commonwealth of Australia as represented by the Department of Education;

Declarant or **I** refers to the person described in section 2 of this declaration below;

Services means the services to be delivered by the Supplier to the Customer under the Contract;

Specified Personnel means the personnel set out in R.D.7 of the Contract who are to perform all or part of the work constituting the Services on the Supplier's behalf; and

Supplier means the entity engaged by the Customer to deliver Services under the Contract.

2. Declarant's Details

s 47F

Full Name:	
Email Address:	
Contact Number:	

3. Contract Details

Contract no.:	**RFx25722**
Supplier:	**Neoteric**

4. Declaration

I declare that:

☑ The Specified Personnel do not have any matters that would give rise to a Conflict of Interest.

OR

☐ Specified Personnel have matters that may give rise to a Conflict of Interest (listed in section 5).

I further declare that I have advised the Specified Personnel that they must make a further declaration to the Supplier as soon as practicable should any Conflict of Interest arise during the period in which I/they are required to perform as Specified Personnel in relation to the provision of Services by the Supplier under the Contract. I/the Specified Personnel agree to comply with any direction given by the Customer in relation to the management of such Conflict of Interest.

The Specified Personnel have read, understood, and will comply with the requirements of the department's Conflict of Interest Policy and Fraud Control Policy (as amended from time to time).

Name of Specified Personnel	Signature of Specified Personnel	Title and role
s 47F		**Team Member**
		Team Member
		Team Member
		Team Member
		Team Member
		Team Member

Supplier Endorsement

I warrant that I am a person with the legal authority to bind the Supplier named above.
The Supplier warrants, in relation to the Declarant/s that to the best of its knowledge, after making diligent inquiry, and as of the date set out below:

☑ no Conflict of Interest exists or is likely to arise in the performance of the Services; or
☐ the only Conflict of Interest that exists is as described in section 5 below.

s 47F

s 47F		… 17/11/2025
Name of Endorser	Signature of Endorser	Date

5. Declared Conflicts of Interest

N/A.

Australian Government
Department of Education

Australian Education Regulations 2023

2025 and 2026 Census Post Enumeration Exercise

APPOINT AUTHORISED PERSONS

Determination 2025-94

I, s 47F delegate of the Minister for Education, for the purposes of section 33 of the Australian Education Regulations 2023 (the Regulations), appoint the following persons as authorised persons for the purpose of section 39 of the Regulations.

I am satisfied that the following persons have suitable qualifications and/or experience to be authorised persons for this purpose.

Name	***Position***	***Contractor agency***
s 47F		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric
		Neoteric

The appointment takes effect from 12 November 2025 to 30 June 2027.

s 47F

Recurrent Funding Assurance
Schools Assurance Branch
Funding and Data Collection Division
12 November 2025

From: s 22
Sent: Tuesday, 25 November 2025 12:58 PM
To: s 47F
Cc: s 47E(d)
Subject: Permission to contact Approved Authorities for Census PE 2025 [SEC=OFFICIAL]
Attachments: 2025 Listing NEO.xlsx

Hi Gents,

Please note that schools and AA's have been notified about their selection in the 2025 Census PE Audit program. From tomorrow you can start calling schools through their AA to book them in for their audit.

Attached is your list of schools that now has a contact section included, you will note there are direct contacts for each of the catholic diocese at the bottom of the listing – these will be your main point of contact for each of the catholic schools on your list, please ensure they have your contact details.

We will this afternoon add you to your new GovTEAMS community which is pre-populated with all the school folders containing their declaration and cohort data spreadsheet, your listing and scheduling spreadsheet is also in your community.

I will call you this afternoon to go over this with you to ensure there is nothing more needed from our end.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
Phone s 22
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom

Education.gov.au

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Selection	School AGEID	School Name	Approved Authority AGEID	Approved Authority Name	Sector	School type	State	Suburb/Town	Postcode	School Visit Type	Contact Officer	Phone	Email	Address
s 22														

Business information has been removed under s 11C(1)(b) of the FOI Act 1982 from the documents published on the FOI disclosure log.

From: s 47F
Sent: Thursday, 18 December 2025 5:30 PM
To: s 47E(d)
Cc: s 47E(d) ; s 47F ; s 22
Subject: Re: Joint contractor information session [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

I think this is a great initiative to reduce variability and improve consistency in the advice being provided and actions being take. We would be happy to part take in joint sessions.

Thanks
s 47F

Get Outlook for iOS

From: s 47E(d)
Sent: Thursday, December 18, 2025 5:05:22 PM
Cc: s 47E(d) s 47F ; s 22
Subject: Joint contractor information session [SEC=OFFICIAL]

Afternoon all,
As you are both aware and have reported back to me AusTender has now published information relating to the 2025/2026 Census PE audit program.
Thank you both for the discussion and confirmation that a joint contractor session for all staff is both feasible and going to be one where we can share struggles and ideas.
As has been mentioned there is no shortage of schools coming back to us saying they got unfair treatment due to differences in contractors, we hope this session helps to really reduce this element of the feedback we get.
We see this as a great opportunity for us all to come together to support each other and make this a chance to ensure that the framework and methodology being enforced is consistent across the whole program.
At this stage I would like to have the contractor session on Wednesday 28 January so all information is super front of mind before we start the audits in early Feb.
If you could both confirm your willingness to participate in this day as a joint venture then the invite will reflect this.
Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
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From: s 47F
To: s 47E(d) ; s 47F
Subject: RE: Census Post Enumeration 2025 Signed Contracts and information Neoteric [SEC=OFFICIAL]
Date: Wednesday, 12 November 2025 3:39:18 PM
Attachments: image001.png

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Sounds good regarding the 25th.

Good to know the schools have received that advice regarding the 5 days. That will greatly help us when we contact the schools and schedule a time with them. A few of the schools last year were a bit tricky to schedule as they were quite insistent that they needed a long lead time to prepare for the review.

Kind regards,

s 47F

From: s 47E(d)
Sent: Wednesday, 12 November 2025 3:30 PM
To: s 47F
Subject: RE: Census Post Enumeration 2025 Signed Contracts and information Neoteric [SEC=OFFICIAL]

Thanks s 47F this is awesome.

We are aiming for the 25th for you to start contacting schools but as mentioned we needed to wait till we provide express permission.

A note also, all schools in the non gov sector were reminded of the departments right to come to a premises and review documents and evidence to support payment determinations and that 5 days' notice is all that is needed.

Do not accept a schools reasons for needed to wait till MAY or somewhere too far down the track if you are booking to go to a location for 2 weeks in total.

Happy to discuss the above.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
Phone s 22
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom



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From: s 47F
Sent: Wednesday, 12 November 2025 3:00 PM
To: s 47E(d) s 47E(d)

s 47E(d) s 47F

Subject: RE: Census Post Enumeration 2025 Signed Contracts and information Neoteric [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22
Thank you for sending these files through.
I am coordinating with the team to check conflict of interest, I should be able to get this back to you by Friday.
We will be sure to get approval from you for any updates to the specified persons list.
Once we receive the training, we will get started completing it and aim to get it done by the 20th of November.
Kind regards,
s 47F

From: s 47E(d) s 47E(d)

Sent: Wednesday, 12 November 2025 11:35 AM
To: s 47F

Cc: s 47E(d) s 47E(d)

Subject: Census Post Enumeration 2025 Signed Contracts and information Neoteric [SEC=OFFICIAL]
Good Morning,
Please see attached your countersigned contract for the Census Post Enumeration Audit 2025.
Attached is the Conflict of Interest (COI) document we need signed ASAP, to enable this also attached is your list of schools, this has been added in excel with all relevant details for you to make assessment on how long an audit needs to be booked in for. Please review the list of schools listed in this excel to ensure no real or perceived COI are needing to be declared.
YOU CAN NOT CONTACT SCHOOLS until the department has authorised you to do so. We will provide this notice shortly.
We have added all listed personnel to the Authorised Persons register – please keep me up to date with any changes that may occur during the year.
All listed personnel will shortly receive an email from our mandatory training partner SBS Inclusion, it would be preferred if trainings can be completed prior to Thursday 20 November 2025 by all staff .
The training packages which you will have access too are the following:

- First Nations Course
- Cultural Diversity Course
- Disability Course

Please do not hesitate to reach out to at any stage to discuss the above.

Kind Regards,

s 22
s 22 – Recurrent Funding Assurance
School Assurance Branch
Australian Government Department of Education
Website | X | LinkedIn | Facebook | Newsroom

The Department of Education acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

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Business information has been removed under s 11C(1)(b) of the FOI Act 1982 from the documents published on the FOI disclosure log.

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s 47E(d)

Census Post Enumeration (PE) Exercise:

- The school under this AA has been selected to participate in the department's Census PE exercise for the 2024 school year.
- The Census PE visit was undertaken and concluded on 11 March 2025.

Schedule 6 – Order Template

Note to Service Provider:
This Schedule 6 provides an Order Template for the provision of Management Advisory Service to an Agency, as detailed in clause **Error! Reference source not found.** of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency Orders to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this Order Template or any equivalent smart form to Order Services from Service Providers.

1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

Order for Services	
s 47F McGrathNicol Advisory Level 9, 60 Marcus Clarke Street Canberra ACT 2601 ABN: 34 824 776 937 Sent via email: s 47F	
Agency Order Information	
Agency	Department of Education
Agency File Reference	ESE25/7206
Order Number	ESE25/7206
Cost Centre	s 47E(d)
Order Commencement Date and Term	
Order Commencement Date	13 May 2025
Order Term and Extensions	The Order expires on 30 June 2025 (Initial Term), consistent with funding available for the project. The Agency may extend the Contract for a period of 3 months to seek any clarifications on the completed audits. Any contract extension will be provided by written notice to the Service Provider prior to the Order Completion Date.
Statement of Work	
Service Area	Financial Management Advisory Services
Service Category	Financial Audit
Service Sub-category	Financial and Performance Audits and Forensic accountancy audits and

	investigations
Detailed Statement of Work	s 47E(d) Matters to be considered by each audit The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the *Australian Education Act 2013* (the Act), and the Australian Education Regulations 2023 (the Regulations): • Not-for-profit (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis. • Financial Viability (subsection 75 (4) of the Act and section 27 of Regulation and Regulations– the AA is financially viable. • Fit and proper person requirement (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and governance of the entity are fit and proper and the key individuals are fit and proper. • Use of Funds – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed in the year provided and be used to provide school education. • Financial accountability/record keeping (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school. • Other matters such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requirements in the Act (section 77 of the Act), and other specific matters as identified by the department. s 47E(d)

	s 47E(d)
	The audits will need to be consistent with a Limited Assurance Engagement and Reasonable Assurance Engagement using the Standard on Assurance Engagements ASAE 3100 Compliance Engagements. Authority to audit The service provider will be provided with authority under the Regulations to request information, records, and access premises.
Milestones	47G
Key Personnel	s 47F, 47G

s 47F, 47G

s 47F, 47G

Subcontractors	Not applicable
Location	s 47E(d)
Fees	Fees (GST inclusive) s 47E(d) Total cost s 47E(d) **$277,004.96**
Payment Terms	s 47E(d) s 47E(d)
Invoicing	Invoices to be sent to Purchase order number to be provided at a later stage.
Travel	Expenses associated with travel necessary for the conduct of the Services are included in the Contract/Work Order price. The Service Provider will not be reimbursed for any expenses associated with travel, accommodation or other fees, charges or expenses in excess of the maximum Contract/Word Order price without written approval of the Agency in the form of a Contract/Work Order variation.
Agency Material	The Agency will: • Brief the Service Provider prior to the commencement of the work. • Undertake initial contact with the AAs. • Provide a list of allocated AAs to the Service Provider. • Provide copies of relevant documents to the Service Provider, including audited financial statement for relevant years, where available.
Existing Material	Not Applicable

<table>
<tr><td>Contract Material</td><td>Report to be provided to the Agency.</td></tr>
<tr><td>Restrictions on use of Contract Material</td><td>Nil</td></tr>
<tr><td>Restrictions on use of Service Provider's name, trade name or logo</td><td>Nil</td></tr>
<tr><td>Confidential Information</td><td>Confidential information – school audit information is confidential.
<table>
<tr><th>Agency Confidential information</th><th>Period of Confidentiality</th></tr>
<tr><td>Agency data</td><td>Indefinitely</td></tr>
<tr><td>Any Personal Information held by the Agency</td><td>Indefinitely</td></tr>
<tr><td>Security Classified Information</td><td>Indefinitely</td></tr>
</table>
<table>
<tr><th>The Service Provider Confidential information</th><th>Period of Confidentiality</th></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
</table></td></tr>
<tr><td colspan="2">Additional requirements</td></tr>
<tr><td>Internal Working Papers</td><td>MAS panel head agreement Clause 20.4.1 Unless otherwise specified in an Order, the Service Provider is not required to deliver internal working papers (including Audit Working Papers) to Finance or an Agency that are required to be retained by the Service Provider under applicable Laws or professional standards. However, such papers are subject to audit in accordance with clause 29.</td></tr>
<tr><td>Intellectual Property</td><td>MAS panel head agreement Clause 20.2.1 Subject to clause 20.2.2, and except to extent stated otherwise in the Order Intellectual Property in all Contract Material vests or will vest in the Service Provider.

MAS panel head agreement Clause 20.2.2 Clause 20.2.1 does not affect the ownership of Intellectual Property in:

a) any Agency Material incorporated into Contract Material; or

b) any Existing Material.

MAS panel head agreement Clause 20.2.3 The Service Provider grants to the Agency a permanent irrevocable, world-wide, royalty free, non-exclusive licence, to use, reproduce, adapt, modify distribute and communicate:

a) the Contract Material; and</td></tr>
</table>

	b) any Existing Material incorporated into the Contract Material, in conjunction with the Contract Material, for any Commonwealth purpose (other than for commercial exploitation). Unless stated otherwise in an Order, the licence is transferable and includes a right of sublicense.
Key Personnel Requirements	Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. (Any Contract will be conditional on this occurring). s 47G Conflict of Interest Declarations – On receipt of the list of allocated AAs all key personnel will be required to complete a conflict of interest declaration prior to commencing any work. If any part of the Services involves the Service Provider employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Service Provider agrees: a) to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and b) if requested, provide the Commonwealth at the service provider's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth.
Return of confidential information	Unless otherwise specified in a Contract, the Service Provider may retain one copy of Agency Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law.
Agency Data Storage Requirements	Data cannot be stored offshore. Data must be hosted and maintained onshore (within Australia). Information Technology security requirements - Suppliers must meet and comply with security requirements outlined in the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM). Suppliers are to develop security documentation in accordance with the Australian Government PSPF and ISM. Suppliers must provide this documentation to the department to provide assurance that the systems used to support and manage the Goods and/or Services meet the standards outlined in the Australian Government PSPF and ISM. Security documentation must outline systems, services and online products of the primary supplier and any subcontractor systems, services and online products. Suppliers must ensure that all systems, services and online products purchased and/or developed or provided by a subcontractor or third party meet the requirements of the Australian Government PSPF and ISM and are hosted and maintained onshore (within Australia). To ascertain the security of the proposed systems, services and online products the department may request an independent Information Security Registered Assessors Program (IRAP) assessment.

Security	s 47G
Additional Requirements – security	Not Applicable
Conditions/Restrictions for Personal Information	Not Applicable
Liability	Not Applicable
Additional or alternate Requirements – insurance	Not Applicable
Agency Service Levels	Not Applicable
Service Provider termination right	MAS Panel Head Agreement- Clause 26.2.3: The Service Provider may only terminate a Contract by issuing a notice of termination if: a) The Agency has not paid a correctly rendered Tax Invoice that is not disputed by the Agency within 40 Business Days after payment was due (Payment Due Date) provided that the Service Provider has: i. Notified the Agency in writing of its claim for payment at least 20 Business Days after the Payment Due Date (or such other period specified in the Order); and ii. Subsequently notified the Agency at least 40 Business Days after the Payment Due Date (and at least 10 Business Days has elapsed since this subsequent notice was provided) (or such other periods specified in the Order); or b) The Agency breaches a material provision and has failed to remedy the breach within 40 Business Days or such other period agreed by the parties after receiving a notice requiring it to remedy the breach.
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	MAS Panel Head Agreement- Clause 26.4.3(a): In the event of termination under clause 26.4.1, the agency will be liable only: a) To pay any Fees due under a Contract relating to Ordered Services completed before the date of termination Unless otherwise specified in an Order, where: i. Fees in an Order are calculated on a milestone basis; ii. The event of termination occurs before the relevant milestone is reached; and iii. The Service Provider is able to substantiate the level of effort and time it has spent providing the Ordered Services to the reasonable satisfaction of the Agency, then the Agency will pay Fees for Ordered Services completed before the date of termination calculated as the Fees that would have been payable on a time and materials basis to perform the relevant Services.
Commonwealth Procurement Connected Policy Requirements	
Shadow Economy Policy- Not appliceble Indigenous Procurement Policy- Not applicable Australian Industry Participation Policy- Not applicable	

Agency Information	
Agency Representative	Name: s 47F Position: s 47F Address: Level 9, 50 Marcus Clarke Street, Canberra ACT 2601 Email: s 22 Contact number: s 22 Mobile: s 22
Agency Address for Notices	Physical Address: 50 Marcus Clarke Street, Canberra ACT 2601 Postal Address: GPO Box 9880, Canberra ACT 2601 Email: s 47E(d)
Agency Address for Invoices	Invoices must be submitted to s 47E(d) and must contain the purchase order number. Purchase order number to be provided at a later date.
Service Provider Information	
Service Provider Representative	s 47F
Service Provider Address for Notices	Physical Address: Level 9/60 Marcus Clarke Street, Canberra ACT 2601 Postal Address: GPO Box 9986, Canberra ACT 2601 Email: s 47F

Signed for and on behalf of
Commonwealth of Australia
as represented by the Department of
Education, ABN 12 862 898 150

s 22

FABIAN MARGINI
name of authorised officer

FIRST ASSISTANT SECRETARY
title of authorised officer

Signature of authorised officer

s 47F

Signed for and on behalf of McGrathNicol Advisory, ABN 34 824 776 937

s 47F

Signature of Service Provider's authorised representative

s 47F

name of Service Provider's authorised representative

s 47F

title of Service Provider's authorised representative

From: s 22
Sent: Friday, 16 May 2025 5:53 PM
To: s 47F s 22
Cc: s 22 s 47F s 47F
Subject: RE: 2025 School Audits - Schedule 6 work order - McGrathNicol [SEC=OFFICIAL]
Attachments: Signed Schedule 6 - Order for Services MGN - May 2025.pdf

Hi s 47F

Please find attached the department delegate signed work order for your records.

Next steps include:

- Initial meeting to discuss the approved authorities for audit, the team here are available between 12.30pm and 4.30pm on Monday 19 May 2025 please advise some suggested times or any other days/times that work for you. I anticipate 30-45 minutes would be required.

- A section 33 of the Australian Education Regulations 2023 delegation form will be sent to you listing your team as authorised persons.

47G, s 47E(d)

- Letters informing the approved authorities of the upcoming audit will also be sent which contain departmental and the nominated auditor contact persons. The letter will be included in the file transfer for your reference.

Please contact if you have any questions or would like to discuss.

Kind regards,

s 22
s 22

Compliance & Reviews | School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
education.gov.au



The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From: s 47F
Sent: Monday, 12 May 2025 11:44 AM
To: s 22
Cc: ; s 47F
Subject: RE: 2025 School Audits - Schedule 6 work order - McGrathNicol [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks s 22, sounds good.

Kind regards

s 47F

s 47F
| McGrathNicol
s 47F
Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 22
Sent: Monday, 12 May 2025 10:28 AM
To: s 47F
Cc: s 22
s 47F
Subject: RE: 2025 School Audits - Schedule 6 work order - McGrathNicol [SEC=OFFICIAL]

Good morning s 47F

I can confirm reception of the signed work order, thank you.

I will get back to you as soon as the work order is signed off by the department.

Have a good day,

Kind regards s 22

s 22
s 22

Compliance and Reviews | School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
education.gov.au



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From: s 47F
Sent: Sunday, 11 May 2025 3:31 PM
To: s 22
Cc: s 22
s 47F

Subject: RE: 2025 School Audits - Schedule 6 work order - McGrathNicol [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Thank you very much for sending through the Order for Services, please find attached signed by me.

Once the Order is signed by the Department, we will make ourselves available to catchup as soon as possible to discuss notifying the schools of the audit and getting started.

Kind regards

s 47F

---

s 47F
McGrathNicol
s 47F
Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 22
Sent: Friday, 9 May 2025 3:55 PM
To: s 47F
Cc: s 22

Subject: 2025 School Audits - Schedule 6 work order - McGrathNicol [SEC=OFFICIAL]

EXTERNAL SENDER

Good afternoon s 47F

Please find attached the schedule 6 work order for the 2025 school audits (ESE25/7206 refers) for your consideration and signature.

Please note the order commencement date is subject to the Departments delegate signature / approval.

Please don't hesitate to contact me if there are any questions or queries.

Have a good afternoon,

Kind regards s

s 22
s 22

Compliance and Reviews | School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
education.gov.au



The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

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Reference **9055** Allocated to Jane Mitchell for Review from You PENDING REVIEW

Contacts

Additional people who can view this form

Person or Group	Phone No.	Role
Jane Mitchell School Assurance Branch	s 22	Assistant Secretary
s 47F School Assurance Branch	s 22	s 47F
s 22 Department of Education	s 22	

Procurement Plan

Use of this procurement plan template is to assist Procuring Officials to describe the requirements, expected cost, method, risk assessment and document the delegate's approval to approach the market and enquiries undertaken to assess value for money. This form was developed to be consistent with the Commonwealth Procurement Rules, Accountable Authority Instructions and Procurement Best Practice.

The Accountable Authority Instructions (AAIs) require that all procurements valued at $10,000 (including GST, if any) or above must have a procurement plan that describes the requirements, expected cost, method, risk assessment and documents the delegate's approval to approach the market and enquiries undertaken to assess value for money.

The AAIs mandate that prior to undertaking any procurements valued at $10,000 or above, the Procuring Official must have completed the Indigenous Procurement Policy (IPP) training on LearnHUB in the last 12 months.

The **APS Strategic Commissioning Framework** (Framework) is part of the Government's commitment to reduce inappropriate outsourcing and strengthen the capability of the APS. Under the framework APS employees will deliver the core work of the APS and outsourcing is limited. Before starting the process for procuring external workers **(consultants, specified personnel working under a service contract, contractors or labour hire workers)** the **Framework** must be considered. The APS Strategic Commissioning Framework Process Map may also assist your delegate.

If you require assistance, please contact the Procurement Team on email at procurement@education.gov.au

Submitting Officer
(required)

s 22

Organisational unit
(required)

...Group / Funding and Data Collection Division / School Assurance Branch

Are you completing this plan on the behalf of another staff member?
(required)

(•) Yes ( ) No

Clear selected answer

Who is this request on behalf of?
(required)

s 22

Are you procuring an external worker?
You can only select 'No' if you are procuring tangible goods (for example furniture), or intangible goods such as a membership or license.

(An external worker is: a consultant, specified personnel working under all types of service contracts, contractors or labour hire workers).

(required)

(•) Yes ( ) No

Clear selected answer

Please confirm that your Delegate has considered the APS Strategic Commissioning Framework
APS Strategic Commissioning Framework
(required)

◉ I confirm

Clear selected answer

Does the type of work fall under any of the department's core work categories? (Only select one option)
More information is available soon at
Workforce Planning page
(required)

- ☐ 1 - Developing cabinet submissions, once they are in a Cabinet classified environment
- ☐ 2- Drafting cabinet submission recommendations at any stage of policy development
- ☐ 3 - Drafting legislation and regulation (interpreted as establishing direction, overseeing inputs, and drafting and submitting advice to the Australian Government)
- ☐ 4 - Leading policy formulation
- ☐ 5 - Roles that are on an agency's executive team (interpreted to include all SES roles and members of Management Committees).
- ☐ 6 - Roles that are required under legislation, regulation or other instruments, unless otherwise specified (includes statutory roles, Authorised Officers under PID and senior decision makers)
- ☐ 7 - Providing ministerial, parliamentary and media liaison services
- ☐ 8 - Work regarding national security matters classified at the Protected level and above
- ☐ 9 - Leading establishment of Cth agreements and international engagement (setting agenda and direction, negotiating, submitting advice to government, and signing agreements)
- ☐ 10 - Making decisions under legislation
- ☐ 11 - Undertaking procurement and managing contracts
- ☐ 12 - Undertaking standard cost benefit analysis (excluding major capital, infrastructure, complex IT, and secure assets such as defence)
- ☐ 13 - Delivering programs and managing grants
- ☑ No - the work is not part of a core work category

If your procurement is for a non-consultancy procurement, please select one or more of the reasons why you are progressing.
For core work, use of external workers is only appropriate if at least one of the options to select is true.

More information is available soon at Workforce Planning page

- [ ] APS recruitment processes have been unsuccessful or are unlikely to be successful. (e.g. due to a competitive labour market and skills shortages. This may apply, for instance, if a current or recent recruitment round has not attracted suitable candidates for a similar vacancy.)
- [ ] There are genuine periods of high demand for staffing beyond what should be reasonably expected of an agency that are also unlikely to reoccur in future. APS employees should still be the first resort in this circumstance.
- [ ] There is a temporary need to backfill a vacancy to meet critical business needs, pending a recruitment process or while APS capability uplift is underway.

If your procurement is for a consultancy procurement, please select one or more of the reasons why you are progressing.
For core work, use of consultants is only appropriate if at least one of the options to select is true.

More information is available soon at Workforce Planning page

- [x] There is a need for independent research or assessment (for example, due to requirements in legislation or an assurance need) and it cannot be sourced from within the APS. This should be used on a one-off or limited basis.
- [ ] There is a temporary need for specialised or professional skills, at a level that would be inefficient to retain internally. That is, there is not an enduring demand for the skill.
- [ ] There is a genuinely urgent and/or unforeseen need for a skill or capability in an area that is an enduring function, and extra support is needed while capability building or recruitment processes are underway.

Each external worker procurement must be associated with the best fit APS Job Role. The details will be used for reporting and workforce planning.
See APSC Job Family Framework to find the correct Job Role.

(required)

Auditor

1.Procurement Training

Have you completed the 'Supporting Indigenous Businesses and their Communities: an Introduction to the Commonwealth Indigenous Procurement Policy' training on LearnHub in the last 12 months?

Under the Accountable Authority Instructions 2.1.13, prior to undertaking any procurements valued at $10,000 or above you must have completed the 'Supporting Indigenous Businesses and their Communities' and 'Introduction to Procurement' training on LearnHub in the last 12 months.

(required)

◉ Yes ○ No

Clear selected answer

Provide the date you completed the IPP training on LearnHub

(required)

9/04/2024

Have you completed the "Introduction to Procurement" training on LearnHub in the last 12 months?

(required)

◉ Yes ○ No

Clear selected answer

Provide the date you completed the Introduction to Procurement training on LearnHub

(required)

10/02/2025

2. Procurement Details

HPE Content Manager File Number
Enter the HPE Content Management Number where Procurement Documents will be stored in accordance with CPRs 7.2-7.5:

ESE25/7206

Records

7.2 *Officials* must maintain for each *procurement* a level of documentation commensurate with the scale, scope and risk of the *procurement*.

7.3 Documentation should provide accurate and concise information on:

a. the requirement for the *procurement*;

b. the process that was followed;

c. how value for money was considered and achieved;

d. relevant approvals; and

e. relevant decisions and the basis of those decisions.

7.4 *Relevant entities* **must** have access to evidence of agreements with suppliers, in the form of one or a combination of the following documents: a written contract, a purchase order, an invoice or a receipt.

7.5 Documentation **must** be retained in accordance with the *Archives Act 1983*.

(required)

Important Note

HPE Content Manager file number should be used as the Procurement Reference Number in all procurement documentation. For assistance using HPE Content Manager, please the Information Management Intranet Page.

HP Records

- You must save the approved Procurement Plan in the relevant HP Records Manager file (and/or create a file for this purpose) in accordance with the Practical Guide: Record Keeping in Procurement
- The HPE Content Manager file number should also be used as the Procurement Reference Number in all procurement documentation.

Procurement Title
Provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates. Do not use acronyms.)

(required)

2024-2025 School Audits

Total Estimated Value (GST inclusive)
Note: This is an **estimation** of the expected **maximum value** of the procurement.

(required)

$577,500.00

The estimated value of the proposed procurement is over $400k, please contact the Financial Viability Team to inform them of your intention to approach the market with an RFT/RFQ. It is important that you advise the Financial Viability Team as early as possible in your planning for any upcoming purchasing activity. Your notification will enable the allocation of resources to undertake the Financial Viability (Financial and Credential) assessment.

Important Note: To accurately estimate the total value of the procurement, you must include any extensions, options, renewals, GST, applicable fees, licenses, support costs and end of life disposal cost etc.

How was the value estimated?
Provide additional information on how the value was estimated, as needed, to satisfy the Delegate that the estimate is appropriate to the procurement.

(required)

Value is based on previous reasonable assurance engagements and limited assurance engagement audits undertaken by independent auditors engaged by the department using the standard of reasonable assurance engagement ASA310 Compliance Engagements.
s 47E(d)

3. Required Goods or Services

Select from the below list of the most common United Nations Standard Products and Services Code titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description. Note that for all ICT procurements, including hardware, software, ICT consultancy services or contractors, you will also need to complete an ICT Sourcing Request.

Select the category of goods or services that you require
(required)

Audit services

Clear selected answer

Is your requirement primarily for Services?
Select "Yes" for services or "No" for goods
(required)

(•) Yes ( ) No

Clear selected answer

Please include your Statement of Requirements (SOR) and deliverables
Provide appropriate background information to demonstrate to the Delegate why the particular good or service is required and how it will contribute to business outcomes.

(required)

The agency requires Service Provides to conduct limited assurance engagement audits and reasonable assurance engagement audits on approved authorities (AAs) for schools.
The AAs:

- may operate one or multiple schools
- vary in sizes from small through to large
- be located across Australia, in metropolitan, regional or remote areas and travel to and from the AAs location/s may be required.
- The service provider will undertake limited assurance engagement audits and/or reasonable assurance engagement audits. This may be one or more such audits.

On or about the Contract Start Date, the Service Provider will be advised by the Agency of the approved authorities in relation to which the Service Provider will be contracted to undertake limited assurance engagement audits and/or reasonable assurance engagement audits in accordance with this Statement of Works.
Matters to be considered by the audit
The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the Australian Education Act 2013 (the Act), and the Australian Education Regulations 2023 (The Regulations) and also the:

- Not-for-profit (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis.
- Financial Viability (subsection 75 (4) of the Act and section 27 of Regulation and Regulations– the AA is financially viable.
- Fit and proper person requirement (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and governance of the entity are fit and proper and the key individuals are fit and proper.
- Use of Funds – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed in the year provided and be used to provide school education.
- Financial accountability/record keeping (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school.
- Other matters such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requitements in the Act (s77).

s 47E(d)

Is your procurement for services directly to children?
Have you completed the mandatory Commonwealth Child Safe Framework training on Learnhub? If not, please complete the training before proceeding with your procurement.

(required)

◯ Yes ◉ No

Clear selected answer

Will the goods or services include activities that involve contact with children that is a usual part of, and more than incidental to, the funded activity?
(required)

◯ Yes ◉ No

Clear selected answer

4. Consultancy Services

Does this procurement meet the criteria of a 'Consultancy Service'?

If you are unsure what classifies as a consultancy arrangement, refer to the Procurement for Consultancy Contracts page.

Tick the criteria that apply to your proposed arrangement?

- [x] Will the services involve the development of an intellectual output that will assist the department's decision-making?
- [x] Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
- [x] Is the independent intellectual output the sole or majority element of the proposed services?

If you answered 'Yes' to the three questions above, then your proposed procurement is a **consultancy**.

You must obtain approval from the relevant Deputy Secretary prior to approaching the market.

Is your proposed arrangement a consultancy?
(required)

(•) Yes ( ) No

Clear selected answer

Reason for consultancy
(required)

Need for specialised or professional skills;
Need for independent research or assessment;
Skills currently unavailable within agency

Attach Prior Approval (if applicable)

Dep Sec signed_EC24-001902 - Signed 20240806-1200.04.pdf remove

5. Indigenous Suppliers

Will the goods or services will be delivered primarily in a remote area?
(required)

○ Yes ◉ No

Clear selected answer

Important Note:

There are many capable Indigenous owned businesses listed on Supply Nation. Low value, low risk procurements are opportunities for the department to give small to medium Indigenous enterprises a chance to demonstrate and grow their business capability, so long as they offer value for money.

Were any suppliers identified?
(required)

○ Yes ◉ No

Clear selected answer

Add attachments if needed

No uploaded files.

6. Procurement Method

If the procurement value is at or over $80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the Commonwealth Procurement Rules apply, unless you are applying a relevant Exemption. This threshold applies to all procurements (other than for construction services).

Identify which procurement method you propose to use:

Limited Tender (In accordance with paragraph 10.3 of the Commonwealth Procurement Rules (CPR))

Limited Tender (exemption under Appendix A of the Commonwealth Procurement Rules (CPR))

Open Tender via an existing Standing Offer Notice (also known as Panel Arrangements)

Open Tender via AusTender (which may include multi-stage procurements). The delegate must approve an Evaluation Plan before the Request for Tender is released.

(required)

- (●) Procurement process via a Panel Arrangement
- ( ) Limited Tender (In accordance with paragraph 10.3 of the Commonwealth Procurement Rules (CPR)).
- ( ) Limited Tender (exemption under Appendix A of the Commonwealth Procurement Rules (CPR))
- ( ) Open Tender via AusTender (which may include multi-stage procurements)

Clear selected answer

When conducting a procurement process via a panel arrangement (standing offer), you must use the following panel templates unless otherwise advised by Procurement:

- Request for Quote Template
- Work Order Template (sometime called Official Order)

Both templates are available on the AusTender Dynamic Sourcing 4 Panels (DS4P) portal. Please visit our Standing Offer (Panel Arrangements) for instructions on accessing and using DS4P.

If you have any issues with accessing the panel documents, please contact the Procurement Team for assistance.

Enter the Standing Offer Notice (SON):
(required)

SON3751667

Describe how you will identify and select suppliers: (Your approach must be consistent with the procurement method selected.)
S 4.4 of the Commonwealth Procurement Rules

Achieving value for money

Achieving value for money is the core rule of the CPRs. Officials responsible for a procurement must be satisfied, after

reasonable enquires, that the procurement achieves a value for money outcome. Procurements should:

a. encourage competition and be non-discriminatory;

b. use public resources in an efficient, effective, economical and ethical manner that is not inconsistent with the policies of the Commonwealth3 ;

c. facilitate accountable and transparent decision making;

d. encourage appropriate engagement with risk; and

e. be commensurate with the scale and scope of the business requirement.

(required)

Responses to this RFQ will be evaluated against the following criteria:
The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.
The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work.
The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].
The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.
The extent to which the level and structure of fees proposed provides value for money for the Australian Government.

Provide Supplier/s to be approached
(required)

s 22

s 22 McGrathNicol Advisory
s 22

7. Procurement Timetable

Estimated procurement timetable

You must provide sufficient time for potential suppliers to prepare & lodge responses to an Approach to Market (ATM).

Note: Open tenders via AusTender (Request for Tender) must comply with the minimum time limits outlined in Division 2 of the CPRs. For multi-stage procurements, each stage must comply with the minimum time limits.

Approach to market date (dd/mm/yyyy)
(required)

25/02/2025

Closing date for responses (dd/mm/yyyy)
(required)

11/03/2025

Final date to evaluate responses (dd/mm/yyyy)
(required)

25/03/2025

Contract start date (dd/mm/yyyy)
(required)

1/04/2025

8. Contract

You must seek legal advice on your draft contract where you propose to:

- Change any standard terms and conditions in a Commonwealth or departmental template contract
- Are considering or entering into a non-Commonwealth contract or agreement (i.e. agreeing to a supplier's terms and conditions)
- The commitment has a value of $2 million or more (GST inclusive) - excluding Panel arrangements, or
- A contingency liability is included.

What terms and conditions will apply to the contract?
Standard contract terms from the Commonwealth Contracting Suite

Standard contract terms under the department's Long Form Services Contract (This contract may be used for procurements estimated at over $1 million)

(required)

- ○ Standard contract terms from the Commonwealth Contracting Suites
- ◉ Standard terms under a Deed of Standing Offer (Panel Arrangement)
- ○ Standard contract terms under the department's Long Form Services Contract
- ○ Non-standard or other contract terms and/or conditions

Clear selected answer

Will the contract have any extension options/clauses?
(required)

◉ Yes ○ No

Clear selected answer

Any extension option/s **must** be appropriately costed and included in the total estimated value of the procurement. Options to extend cannot be added later. If your contract does not contain an option to extend and there is a requirement for the continued supply of the goods or services, you will need to conduct a new procurement process

Provide details of extension option/s (eg. 1 x 6 month extension)
(required)

The Agency may extend the Contract for a period of three months by providing written notice to the S

For procurements resulting in contracts over $100,000, will there be any additional confidentiality provisions over and above the standard Commonwealth Terms and Conditions?
(required)

○ Yes ◉ No

Clear selected answer

Is legal advice required?
(required)

○ Yes ◉ No

Clear selected answer

9. Risk Assessment

All the risks relating to the procurement need to be captured in a risk plan in RiskNet2. If the risks cover activities that are part of a policy, project or program, these risks should be covered in a policy, project or program risk plan.

If the risks are not covered as part of a policy, project or program, these risks should be covered in either a Procurement, Contract Management, Events or Contingent Liabilities risk plan.

Risks are likely to change throughout the lifecycle of the procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure changes.

Should you have any questions relating to your Risk Assessment, please contact the Risk team.

Have you completed a Risk Assessment? You can only select 'No' if the estimated value of your procurement is less than $80,000 (GST incl).
(required)

◉ Yes
○ No

Clear selected answer

RiskNet 2.0 Plan ID
(required)

002414

Is there anything further you would like to add?
(required)

○ Yes ◉ No

Clear selected answer

10. Reallocate or Submit to Delegate

Do you need to have this application reviewed by your Line Manager?
"Please note, if a FAS or DS is the approving delegate, this must be sent to their EO as the reviewing official"
(required)

◉ Yes ○ No

Clear selected answer

Please select your **Line Manager / Reviewing Official / Executive Officer (EO)** in the Delegate Details section below and **Submit.**

Submission

Submitted on 25 Feb 2025 12:13 by

s 22

Delegate Details

Line Manager / Reviewing Official / Executive Officer (EO)

Jane Mitchell s 22

Outcome: **(pending)** Effective: **(pending)** Recorded: **(pending)**

Approving Authority
(required)

Fabian Harding s 22

Outcome: **(pending)** Effective: **(pending)** Recorded: **(pending)**

By submitting this form, you are confirming the information provided to the Delegate is correct and that you are aware of your obligations under the Commonwealth Procurement Rules, (CPRs), Accountable Authority Instructions (AAIs) and Section 23(1) of the *Public, Governance, Performance and Accountability (PGPA) Act 2013*.

s 47E(d)

Pages 254- 261 deleted under sections 47E(d) and 22 of the FOI Act

Australian Government
Department of Education

Australian Government
Department of Education

Evaluation Plan (Short)

REQUEST FOR QUOTE: 2024 – 2025 SCHOOL AUDIT PROGRAM TIER 2 AND TIER [ESE25/7206]

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1. Details of Procurement

Name of Project	2024 – 2025 School Audit Program Tier 2 and Tier 3 audits
Release date for RFQ	**Monday 24 February 2025**
Deadline	**Monday, 10 March 2025 at 4.00pm** Australian Eastern Daylight Time (AEDT)
Delegate	Fabian Harding First Assistant Secretary Funding and Data Collection Division s 22

2. Evaluation Panel

s 22 Compliance and Reviews Team	Chair Availability confirmed
s 22 r, Compliance and Reviews Team	Member Availability confirmed
s 22 r, Compliance and Reviews Team	Member Availability confirmed

3. Suppliers Approached

Name	
s 22	
McGrathNicol Advisory s 22	

4. Evaluation Criteria

No.	Criteria
1.	The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
2.	The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes
3.	The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work.
4.	The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].
5.	The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.

Note: The extent to which the level and structure of fees proposed provides value for money for the Australian Government will be considered after the selection criteria is assessed.

6. Ethical Procurement

6.1 The Commonwealth Procurement Rules (CPRs) states that officials must consider, among other things, a potential supplier's relevant experience and performance history when assessing value for money. This could include consideration of any unethical behaviour and/or deficiencies in performance under prior contracts (including failure of the tenderer to abide by substantive requirements such as confidentiality provisions). Officials must factor these matters into the evaluation of tenderers, ensuring any decisions are documented as appropriate.

6.2 Procuring officials must make reasonable enquiries about a potential supplier's unethical behaviour, which can be in the form of an internet search for any media articles reporting on the potential supplier, including key personnel.

6.3 To strengthen the Commonwealth expectations regarding the ethical conduct of suppliers, the Commonwealth Contracting Suite (CCS) and ClauseBank have been updated to include Notification of Significant Event Clauses.

6.4 The clauses require a service provider to notify the entity managing the contract immediately upon becoming aware of any adverse findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct of the service provider or its capacity to deliver the agreed services. The clauses provide the Commonwealth with remediation activities including the ability to terminate the contract and do not limit the event to being related to the individual contract but allow a much broader response to a wider range of events.

6.5 After awarding a contract, officials should monitor the ethical behaviour of suppliers throughout the term of the contract in accordance with the department's Contract Management Framework and the Department of Finance Contract Management Guide. This could be performed as part of periodic performance reporting under the contract, including managing the ongoing risks that may occur over the lifecycle of a contract.

6.6 For all procurements valued over $80,000 GST inclusive, or complex and/or high risk a written referee report **must** be sought from the identified preferred supplier.

6.7 The CPRs allow entities to exclude a tenderer on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract (refer CPR paragraph 10.18).

6.8 Procuring officials must also make reasonable enquiries that the procurement is carried out considering relevant regulations and/or regulatory frameworks, including, but not limited to, tenderer's practices regarding (refer CPR paragraph 10.19):

- labour regulations, including ethical employment practices;
- workplace health and safety; and
- environmental impacts.

6.9 Appropriate due diligence activities, commensurate with the scale, scope and risk of the procurement, should be undertaken to ensure information provided by tenderers and suppliers is current and accurate. Finance publishes guidance for Commonwealth entities on Ethics and Probity in Procurement on the Department of Finance Procurement website.

7. Confidentiality and Security

7.1 All information relating to responses must be treated as *Official: Sensitive*.

7.2 The Evaluation Panel must sign the Confidentiality Agreement at Attachment C. Signed Confidentiality Agreements must be saved in the Content Manager procurement file created for this procurement.

7.3 Responses and working documents containing response information must be kept in Procurement files in Content Manager that have access restricted to the Evaluation Team and the Procurement Team. Any paper records must be kept in locked cabinets and not left unattended in work areas.

7.4 Responses should not be removed from the department's premises or copied unless there is no practicable alternative. If evaluations are to be evaluated offsite, you must appropriately safeguard all official information to ensure its confidentiality, integrity and availability by applying safeguards so that only authorised people access information through approved processes.

7.5 The requirements above do **not** apply to documents that are publicly available documents (**note:** this is not applicable with this procurement as no documentation is publicly available).

7.6 Evaluators should be aware of the department's Confidentiality throughout the Procurement Cycle advice.

8. Conflicts of Interest

8.1 All evaluators must complete a Conflict of Interest form in FMCS and the Confidentiality Agreement at Attachment C. If an evaluator is concerned that they may have an actual or perceived conflict of interest, they must inform their supervisor immediately. If necessary, their supervisor may reallocate duties to avoid an actual or perceived conflict of interest.

8.2 If there is concern that the Delegate may have a conflict of interest, the evaluator(s) or the Delegate must consult with Legal.

9. Receiving and registering responses

9.1 One evaluator is chosen to manage the registering of responses. This evaluator must use Attachment A – Respondent Register to record the opening and registration process.

9.2 The process is as follows:

Step 1. After closing time:

- select one response email at random;
- allocate a registration number to the response;
- note the registration number on the Respondent Register, and in the file name when saving the original email to the Content Manager procurement file.

Step 2. Save the response as a PDF file to the Content Manager procurement file with the updated name (saving as a PDF negates the ability for Evaluation Panel members to make changes to the received response).

Step 3. Repeat same process for all responses.

Step 4. Advise the other Evaluation Panel members that responses are ready for their review.

For further information see: Practical Guide – Evaluation and Selection of Suppliers.

10. Late Responses

10.1 Any response not received at the correct location by the closing time is a late response.

10.2 Late responses will only be admitted into evaluation if it is late solely due to mishandling by the department.

10.3 Any decision regarding whether a response is 'late' and, if so, whether it should be admitted to the evaluation will be made by the Evaluation Panel.

For further information see: Practical Guide – Evaluation and Selection of Suppliers.

11. Evaluation

11.1 The Evaluation Panel must decide which response(s) represent best value for money for the Commonwealth. The Evaluation Panel must assess all responses against all criteria, using the same processes and treating all suppliers fairly and equitably.

11.2 Scoring and comments are to be recorded in writing. An example of an Evaluation Worksheet is at Attachment B.

11.3 If there is only one response, that response must still be considered, following the steps set out in paragraphs 11.4 to 11.7.

11.4 This decision must be made using the following steps:

1. Assess the **quality** of each of the proposed solution. Quality is assessed by considering how well the proposed solution meets each of the evaluation criteria set out in paragraph 4.
2. Consider the total **cost** of each of the solutions.
3. Decide which response(s) represent the best value for money, taking into account:
    - the **quality**;
    - the **cost**;
    - any other special features (e.g. value added component that are above the minimum requirements of the RFQ); and
    - whether the cost of the proposed solution is within the budget allocated for the procurement.

11.5 When purchasing goods or services, the Evaluation Panel may also take into account a supplier's acceptance of the terms of the draft contract, their compliance with Commonwealth policies (refer paragraph 13) and any financial viability risk (refer paragraph 12).

11.6 When purchasing goods, the evaluator(s) may also take into account the terms and conditions of any contract proposed by a supplier. When considering a supplier's terms and conditions of contract, the Evaluation Panel must seek advice from Legal if they are uncertain about the meaning of any of the supplier's terms and conditions, in particular clauses which:

- seek an indemnity from the Commonwealth;
- require payment before delivery of goods;
- seek to limit a supplier's liability, e.g. for defective goods; or
- state that ownership or title to the goods passes to the Commonwealth before delivery of the goods.

11.7 The Evaluation Panel must document their decisions so that it is clear that each response has been considered against all evaluation criteria, and the reasons for selecting the preferred quote are clearly explained. The Evaluation Panel must demonstrate that the same processes have been applied to each evaluation, and that all suppliers have been treated fairly and equitably.

For further information see: Practical Guide – Evaluation and Selection of Suppliers.

12. Financial Viability

12.1 If you have decided to do financial viability assessments on a supplier, and the assessment indicates that there is a financial viability risk associated with a supplier, you may:

- exclude that supplier from further consideration, or
- make a reassessment of value for money taking into account the financial viability risk.

12.2 This analysis should also be documented.

12.3 **Note:** If you propose to offer a contract to a supplier who presents a significant financial viability risk, you should seek advice from the Internal Audit and Risk Team regarding risk mitigation measures.

13. Organisations you MUST NOT contract with

Workplace Gender Equality

13.1 You must check that the preferred supplier(s) are not on the list of non-compliant organisations published by the Workplace Gender Equality Agency. The list can be found at: https://www.wgea.gov.au/non-compliant-list.

13.2 If a respondent is named on the list, you should advise the respondent that it is Commonwealth policy not to contract with non-compliant organisations, and that they may be excluded from the process.

Anti-terrorism measures

13.3 Under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002* it is an offence to make any funds or assets available to a person or organisation on the list of persons and entities designated as terrorists. Further information is available at https://www.dfat.gov.au/international-relations/security/sanctions/sanctions-regimes/counter-terrorism-unsc-1373-sanctions-regime

The Consolidated List is available at https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list.

13.4 Check the list (input the name of your supplier(s) into the spreadsheet) and ensure the results are saved in the Content Manager procurement file.

Additional considerations

13.5 You MUST obtain legal advice if you wish to contract with an organisation that has proven unethical behaviour and/or deficiencies in performance under prior contracts (including failure of the tenderer to abide by substantive requirements such as confidentiality provisions). Officials must factor these matters into the evaluation of tenderers, ensuring any decisions are documented as appropriate. You MUST provide the legal advice received on this matter to the Delegate so that they can make an informed decision.

13.6 The CPRs allow entities to exclude a tenderer on grounds such as bankruptcy, insolvency, false declarations, or significant deficiencies in performance of any substantive requirement or obligation under a prior contract (refer CPR paragraph 10.18).

14. *Decision by Delegate*

14.1 When the Evaluation Panel have made a decision they must submit their recommendation and reasons for the recommendation to the Delegate in writing.

14.2 The Delegate must consider the Evaluation Panel's recommendations and make a decision. The Delegate may seek further information or assistance from the Evaluation Panel or other Departmental staff prior to making the decision. If the decision departs from the recommendations of the Evaluation Panel the Delegate will state the reasons for this in writing.

s 22

Signed: ..... (Delegate)

25/2/2025

Dated:

Attachment A – Respondent Register

RFQ/EOI NAME	CLOSING DATE	OPENING DATE

Reg. No.	Respondent	Address	Contact person & contact number	Comments (Note here if response was late or if there is a compliance issue)
1				
2				
3				

Panel Member responsible for registration

	NAME	SAMPLE SIGNATURE	AGS No.	SAMPLE INITIALS
Officer 1				

[Once completed this form should be saved with the RFQ responses received in the Content Manager procurement file.]

s 47E(d)

Pages 272- 275 deleted under sections 47E(d), 47F and 22 of the FOI Act

Attachment C
CONFIDENTIALITY AGREEMENT

THIS DEED POLL is made on the _____ day of _____ [^20##]

BY: (Print name) _____

Of: (Print address) _____ (the "Participant")

FOR THE BENEFIT OF: The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of [^describe services] Services (the "Process").

B. The Participant will access Confidential Information during the Process.

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

(a) is by its nature confidential;

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

(c) is designated by a tenderer or the department as confidential; or

(d) the participant knows or ought to know is confidential;

but does not include information that is:

(e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

(f) has been independently developed or acquired by the receiving party; or

(g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

THE PARTICIPANT makes the following undertakings knowing the department relies on those undertakings.

2. **UNDERTAKINGS**

The Participant undertakes in respect of the Confidential Information:

(a) to keep it secret;
(b) to use it solely for the Process;
(c) to notify the department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;
(d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of the Process;
(e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the department
(f) to obey the directions of the department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the department
(g) to immediately notify the department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Process, and
(h) to return the Confidential Information and all copies, notes and other records of the Confidential Information to the department immediately on request.

3. **ACKNOWLEDGMENT OF DUTY**

The Participant acknowledges that:

(a) the obligation to keep the Confidential Information secret continues after the end of the completion of the Process and the Participant's working with the department;
(b) he or she may additionally owe duties of confidentiality to third parties that have provided information to the department on a confidential basis;
(c) this Deed does not provide for any change in the ownership of the Confidential Information;
(d) the *Crimes Act 1914* provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and
(e) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the Crimes Act.

4. **APPLICABLE LAW**

The law applicable in the Australian Capital Territory will govern this Deed.

5. **CONTINUED EFFECTIVENESS OF THIS DEED**

Each of the obligations of this Deed shall remain an independent and on-going obligation and will continue as such after execution of this Deed.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED)

)

On the _____day of _____[^20##]) _____

) Signature

by_____)

(Print full name)

in the presence of: (Witness Name, Address and signature _____

Schedule 5 – Request for Quotation Template

Note to Service Provider:

This Schedule 5 provides a Request for Quotation (RFQ) template that includes the typical information that an Agency will provide to the Service Provider to request a quotation for the provision of Management Advisory Service to an Agency, as detailed in clause **Error! Reference source not found.** of the Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency RFQs to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this RFQ Template or any resulting smart form to request quotes from Service Providers.

1. Introduction

1.1. This RFQ is issued under clause 11.2 of the Head Agreement between the Service Provider and the Department of Finance.

Request For Quotation for Services	
Agency Information	
Agency	Department of Education
Agency File Reference	ESE25/7206
RFQ Reference	RFx22675
Agency Representative	Name: s 22 Position: s 22 , School Assurance Branch Address: 50 Marcus Clarke St, Canberra ACT Email: s 22 Contact number: s 22 Mobile: N/A
RFQ and Proposed Order Details	
RFQ Release Date	Tuesday, 25 February 2025
RFQ Closing Date	Thursday, 13 March 2025 at 4.00pm Australian Eastern Daylight Time (AEDT)
Proposed Order Commencement Date	1 April 2025
Proposed Order Term and/or Completion Date	30 June 2025
Options to extend	The Agency may extend the Contract for a period of three months by providing written notice to the Service Provider prior to the Order Completion Date.

Request For Quotation for Services	
Milestones	The Service Provider will be required to submit a total of three invoices within the term of the Contract, in line with the following milestones: • Invoice 1 (20 percent of the total fee) to be submitted upon the department's acceptance of a project plan for the audit work; • Invoice 2 (40 percent of the total fee) to be submitted upon the department's receipt of the draft audit reports; • Invoice 3 (40 percent of the total fee) to be submitted upon the department's acceptance of the final audit reports.
Statement of Work	
Service Area	Financial
Service Category	Financial Audit
Service Sub-category	Financial and Performance Audits
Detailed Statement of Work	The Agency requires Service Providers to conduct **limited assurance engagement audits** and **reasonable assurance engagement audits** on approved authorities (AAs) for schools. The AAs: • may operate one or multiple schools • vary in sizes from small through to large • be located across Australia, in metropolitan, regional or remote areas and travel to and from the AAs location/s may be required. • The service provider will undertake limited assurance engagement audits and/or reasonable assurance engagement audits. This may be one or more such audits. On or about the Contract Start Date, the Service Provider will be advised by the Agency of the approved authorities in relation to which the Service Provider will be contracted to undertake limited assurance engagement audits and/or reasonable assurance engagement audits in accordance with this Statement of Works. **Matters to be considered by the audit** The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the *Australian Education Act 2013* (the Act), and the *Australian Education Regulations 2023 (The Regulations)* and also the: • **Not-for-profit** (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis. • **Financial Viability** (subsection 75 (4) of the Act and section 27 of Regulation and Regulations– the AA is financially viable. • **Fit and proper person requirement** (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and

Request For Quotation for Services	
	governance of the entity are fit and proper and the key individuals are fit and proper. • **Use of Funds** – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed in the year provided and be used to provide school education. • **Financial accountability/record keeping** (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school. • **Other matters** such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requitements in the Act (section 77 of the Act). s 47E(d) **Authority for the audit** The service provider will be provided with authority under the Regulations to request information, records, and access premises. Further information on the requirements in the *Australian Education Act 2013* and the Australian Education Regulations 2023 is provided in Attachment A below. There may be multiple contracts issued under this RFQ.

Request For Quotation for Services	
Deliverables	The Service Provider will conduct one or more limited assurance engagement and/or reasonable assurance engagement audits in accordance with the statement of work. The Service Provider will provide: s 47E(d)
Subcontractors	The Service Provider may not nominate subcontractors to provide some or all of the Services.
Location	AAs may be located across Australia, in metropolitan, regional or remote areas.
Fees	The Service Provider quote needs to include: • A fixed rate for the final report. • An hourly and daily rate for specified personnel that will be engaged as part of the contract. • The names and qualifications of the specified personnel (or their short CVs). • A list of entities that deliver non-government school education where the Service Provider has undertaken accounting, financial advisory, financial audit and/or governance related services in the last three years. • Travel costs will **not** be reimbursed by the Agency. The Service Provider may only charge for travel when the expense is nominated in the response document, and the Agency has granted specific written approval prior to the relevant expense being incurred. Additionally: • (a) all domestic air travel must be economy class, • (b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Attachment B or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and • (c) will not exceed the amounts for non-SES Travel (as detailed in Attachment B).

<table>
<tr><th colspan="2">Request For Quotation for Services</th></tr>
<tr><td>Payment Terms</td><td>20 calendar days</td></tr>
<tr><td>Travel</td><td>Travel to multiple locations across Australia in metropolitan, regional or remote areas may be required.

Expenses associated with travel may be necessary for the conduct of the Services and are included in the Contract/Work Order price. The Service Provider will not be reimbursed for any expenses associated with travel, accommodation or other fees, charges or expenses in excess of the maximum Contract/Word Order price without written approval of the Agency in the form of a Contract/Work Order variation.</td></tr>
<tr><td>Agency Material</td><td>Attachment A: Commonwealth Funding Arrangements for Non-Government Schools.

Attachment B: Department Travel Rates.

The Agency will:
brief the Service Provider prior to the commencement of the work;
undertake initial contact with the AAs;
provide a list of allocated AAs to the Service Provider, including location and contact information;
provide copies of relevant documents to the Service Provider, including:
Audited financial statements for relevant years, where available.</td></tr>
<tr><td>Existing Material</td><td>Not Applicable</td></tr>
<tr><td>Contract Material</td><td>Report to be provided to the Agency.

Restrictions on use of Contract Material

Nil

Restrictions on use of Service Provider's name, trade name or logo

Nil</td></tr>
<tr><td>Confidential Information</td><td>School audit information is confidential.

This RFQ scope is also confidential (confidentiality applies to non-successful service providers also).

<table><tr><th>Agency Confidential information
(for example)</th><th>Period of Confidentiality</th></tr><tr><td>Agency data</td><td>Indefinitely</td></tr><tr><td>Any Personal Information held by the Agency</td><td>Indefinitely</td></tr><tr><td>Security Classified Information</td><td>Indefinitely</td></tr></table></td></tr>
</table>

Request For Quotation for Services	
Key Personnel Requirements	
Required Qualifications and Experience	The Service Provider must detail Specified Personnel engaged to conduct the services, including details of their qualifications and relevant experience. The Agency may agree on additional specified personnel where required. s 47G
Other Requirements for Key Personnel	Conflict of Interest Declarations – on receipt of the list of allocated AA's all key personnel will be required to complete a conflict-of-interest declaration prior to commencing any work. If any part of the Services involves the Service Provider employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Service Provider agrees: a. to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and b. if requested, provide the Commonwealth at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
Additional Requirements	
Agency Data Storage Requirements	Data cannot be stored offshore. Data must be hosted and maintained onshore (within Australia).
Agency Security Requirements	Information Technology security requirements - Suppliers must meet and comply with security requirements outlined in the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM). Suppliers are to develop security documentation in accordance with the Australian Government PSPF and ISM. Suppliers must provide this documentation to the department to provide assurance that the systems used to support and manage the Goods and/or Services meet the standards outlined in the Australian Government PSPF and ISM. Security documentation must outline systems, services and online products of the primary supplier and any subcontractor systems, services and online products. Suppliers must ensure that all systems, services and online products purchased and/or developed or provided by a subcontractor or third party meet

Request For Quotation for Services	
	the requirements of the Australian Government PSPF and ISM and are hosted and maintained onshore (within Australia). To ascertain the security of the proposed systems, services and online products the department may request an independent Information Security Registered Assessors Program (IRAP) assessment.
Security Clearance Requirements	s 47G
Liability	Not applicable
Agency Insurance Requirements	Not applicable
Agency Service Levels	Not applicable
Conditions/Restrictions for Personal Information	Not applicable
Other Additional Requirements	Not applicable
Commonwealth Policy Requirements	
Shadow Economy Policy	Not applicable
Indigenous Procurement Policy	Not applicable
Australian Industry Participation Plan	Not applicable
Evaluation Criteria	
Responses to this RFQ will be evaluated against the following criteria: • The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk. • The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes. • The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work. • The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required]. • The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract. The extent to which the level and structure of fees proposed provides value for money for the Australian Government.	
Responding to this RFQ	
The Service Provider is required to complete the following information:	

Request For Quotation for Services

Service Provider's Representative

Service Provider's Name

Service Provider's Address

Service Provider's ABN

Service Provider's email address

In responding to this RFQ, the Service Provider should:

- describe its understanding of the Services required, including the identification of any key challenges and the management of risk
- detail its capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes
- detail its organisational experience in providing the similar services to the services described in the Detailed Statement of Work
- detail the relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work including any qualifications, certifications, affiliations that the nominated Key Personnel have
- describe the professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.

The Service Provider is also required to:

- identify any subcontractors nominated to provide the services and their role in the delivery of the services
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its respond that it requests to remain confidential.

Service Provider Confidential information	Period of Confidentiality

Attachment A: Commonwealth Funding Arrangements for Non-Government Schools

The *Australian Education Act 2013* ('the Act') provides the mechanism by which Australian Government recurrent funding is provided to non-government schools. Funding paid to non-government schools under the Act is provided by the Australian Government through each state and territory treasury to distribute to the approved authorities for schools. An approved authority can operate one or many schools.

In order to receive recurrent funding, approved authorities must meet a number of eligibility requirements as prescribed in the following legislative framework:

- the Act; and
- the Australian Education Regulations 2023 (the Regulations).

In addition to the requirements prescribed in the funding legislation, approved authorities must also meet the requirements for registration in the relevant jurisdiction.

Basic requirements to receive funding

Basic requirements for ongoing approval for funding, as set out in section 75 of the Act and sections 26 to 28 of the Regulations, require approved authorities to be:

- a body corporate or body politic;
- not conducted for profit;
- financially viable; and
- a fit and proper person (both in terms of the corporate entity and key individuals of the school and approved authority).

Note: These requirements are applicable to the entirety of the approved authority's operations, not just those relating to the expenditure and use of Australian Government funding.

Not-for-profit

Under subsection 75(3) of the Act, funding is only provided to schools that are not conducted for profit. Section 26 of the Regulations sets out what may be taken into account for the purposes of determining whether or not an approved authority satisfies the not-for-profit requirement. This includes:

- whether the approved authority has financial policies and practices in place and the quality of those policies and practices; and
- whether money derived from or relating to a school has been applied for the purposes of the school or has been distributed (whether directly or indirectly) to an owner of the authority or body, or any other person.

In reference to related party transactions, the 'value for money' achieved by the school for a product or service being provided is also a relevant consideration in determining whether the school operations are not-for-profit.

Notwithstanding the prescribed uses of recurrent funding (see below), approved authorities' school operations must not be conducted on a for-profit basis, regardless of the source of income.

Financial viability

Subsection 75(4) of the Act requires that an approved authority must be financially viable to be approved to receive funding. Section 27 of the Regulations sets out the matters that may be considered when determining whether a person satisfies the financial viability requirement. These include whether:

- the person is a body corporate that is being wound up
- whether the affairs of the person are under any form of external control under a law of the Commonwealth, a State or a Territory
- whether the liabilities of the person are greater than the person's assets
- whether the person is unable to pay its debts as and when they fall due for payment
- whether an audit is expressed to be qualified or expresses concern about the financial viability of the person.

Fit and proper person requirement

Subsection 75(5) of the Act stipulates that approval for funding may only be granted to 'fit and proper persons'. As per Section 28 of the Regulations, the following may be taken into account in determining whether an approved authority satisfies this requirement:

- whether the person, or a key individual of the person, has experience and expertise in administering a school and providing education at a school;
- whether the person has governance arrangements in place, including arrangements for managing and supervising the provision of education at the school and to ensure compliance with the laws of the Commonwealth, a State or a Territory relating to the provision of school education;
- whether the person has debts due to the Commonwealth in relation to the provision of school education;
- whether the person has governance arrangements in place, including arrangements to receive independent and professional advice about the way in which the person complies with its obligations under the Act;
- whether the person, or a key individual of the person, has a record of financial management, taking into account whether the person or individual has been bankrupt, insolvent or been placed under external administration; and
- whether the person, or a key individual of the person, has been convicted of, or charged with, an offence, including an offence in relation to children, dishonesty or violence (subject to Part VIIC of the *Crimes Act 1914*); and
- whether the person, or a key individual of the person, has engaged in a deliberate pattern of immoral or unethical behaviour.

Note that the above matters are not an exclusive list of matters that may be taken into consideration.

Use of Australian Government recurrent funding

Paragraph 78(2) of the Act requires approved authorities to manage financial assistance payable under the Act according to the Regulations. Section 29 of the Regulations sets out the main requirements for approved authorities' use of recurrent funding provided under the Act. Recurrent funding, including any interest earned on recurrent funding banked or invested by the approved authority, must be spent, or committed to be spent, by the approved authority:

- for the purpose of providing school education at a school for which the approved authority is approved; and
- in the year in which it was paid to the approved authority.

Financial accountability

The Act (s 78) and Regulations 32 to 40 specify the compliance monitoring requirements for all approved authorities receiving Australian Government recurrent funding. For the purposes of the audit, the following requirements are relevant:

- keep records for seven years, relating to compliance with the Act and Regulation, the financial administration of the approved authority, enrolments and attendance records and the financial administration of the school (Regulation 37);
- keep records that identify all income and expenditure that relates to any financial assistance paid to the authority; and
- keep records that are identifiably separate from activities outside the provision of school education

Rights of audit

In accordance with the Act (s 78) and Regulation 39, approved authorities must allow persons authorised in writing by the Minister (or their delegate) to:

- have full and free access to records relating to the authority's compliance with the Act and Regulation, the financial administration of the authority and the financial administration of the school; and
- take extracts from, and make copies of, the records.

Attachment B: Department Travel Rates

Overview

The department obtains its travel rates from the Australian Tax Office (ATO). The ATO reviews the domestic travel and related allowance amounts for public officers each year. The below rates were updated as per the 2024-25 ATO travel rates.

Meals and incidentals rates (daily cap)

Classification	Breakfast $	Lunch $	Dinner $	Incidentals $	Sub-total $	Accommodation	*Daily cap*
APS – EL1 Salary $143,650 and below - ATO Table 1	$33.90	$38.10	$64.95	$23.95	$160.90	See tables below	*Sub-total + accommodation*

Meal and incidental entitlements for travel involving overnight stays (daily cap)

Time of departure	Classification	Day of departure		Day of return and full days	
Before 7am	APS-EL1	B, L, D, I	$160.90	I	$23.95
After 7am	APS-EL1	L, D, I	$127.00	B, I	$57.85
After 1pm	APS-EL1	D, I	$88.90	B, L, I	$95.95
After 7pm	APS-EL1	I	$23.95	B, L, D, I	$160.90

Key: ***B = breakfast*** ***L = lunch*** ***D = dinner*** ***I = incidentals***

Capital cities accommodation rates per night

Location	Accommodation Rate $ Per Night – APS-EL1 (salary $138,790 and below) – ATO table
Adelaide	158

Brisbane	181
Canberra	178
Darwin	220
Hobart	176
Melbourne	173
Perth	180
Sydney	198

High cost country centres accommodation rates per night

Location	Per night rates for APS - EL1 (salary $143,650 and below) - ATO Table 1
Albany (WA)	193
Alice Springs (NT)	206
Ararat (VIC)	159
Armidale (NSW)	166
Bairnsdale (VIC)	173
Ballarat (VIC)	187
Benalla (VIC)	168
Bendigo (VIC)	164
Bordertown (SA)	164
Bourke (NSW)	184
Bright (VIC)	180
Broken Hill (NSW)	161
Broome (WA)	220
Bunbury (WA)	178
Bundaberg (QLD)	184
Burnie (TAS)	178
Cairns (QLD)	175
Carnarvon (WA)	170
Castlemaine (VIC)	162

Ceduna (SA)	156
Charters Towers (QLD)	168
Christmas Island (WA)	218
Cocos (Keeling) Islands (WA)	331
Dalby (QLD)	201
Dampier (WA)	175
Derby (WA)	192
Devonport (TAS)	161
Dubbo (NSW)	170
Emerald (QLD)	179
Esperance (WA)	180
Exmouth (WA)	214
Geelong (VIC)	175
Geraldton (WA)	165
Gladstone (QLD)	171
Gold Coast (QLD)	209
Gosford (NSW)	161
Goulburn (NSW)	165
Grafton (NSW)	169
Griffith (NSW)	159
Gunnedah (NSW)	167
Halls Creek (WA)	170
Hamilton (VIC)	161
Hervey Bay (QLD)	175
Horn Island (QLD)	345
Horsham (VIC)	165
Jabiru (NT)	216
Kalgoorlie (WA)	181
Karratha (WA)	223
Katherine (NT)	228
Kingaroy (QLD)	180
Kununurra (WA)	204
Launceston (TAS)	174
Lismore (NSW)	163
Mackay (QLD)	166

Maitland (NSW)	187
Mildura (VIC)	158
Mount Gambier (SA)	164
Mount Isa (QLD)	185
Mudgee (NSW)	188
Muswellbrook (NSW)	157
Nambour (QLD)	163
Newcastle (NSW)	195
Newman (WA)	271
Nhulunbuy (NT)	230
Norfolk Island (NSW)	203
Northam (WA)	214
Nowra (NSW)	168
Orange (NSW)	202
Port Hedland (WA)	175
Port Lincoln (SA)	170
Port Macquarie (NSW)	190
Portland (VIC)	159
Rockhampton (QLD)	174
Roma (QLD)	182
Seymour (VIC)	161
Shepparton (VIC)	167
Swan Hill (VIC)	181
Thursday Island (QLD)	323
Toowoomba (QLD)	161
Townsville (QLD)	174
Wagga Wagga (NSW)	177
Wangaratta (VIC)	186
Warrnambool (VIC)	159
Weipa (QLD)	238
Whyalla (SA)	167
Wilpena-Pound (SA)	223
Wollongong (NSW)	181
Wonthaggi (VIC)	188
Yulara (NT)	570

Tier 2 country centre rates per night

Location	Per night rates for APS – EL1 (salary $143,650 and below) - ATO Table 1
Albury (NSW)	155
Ayr (QLD)	155
Bathurst (NSW)	155
Bega (NSW)	155
Chinchilla (QLD)	155
Cobar (NSW)	155
Coffs Harbour (NSW)	155
Colac (VIC)	155
Cooma (NSW)	155
Cowra (NSW)	155
Echuca (VIC)	155
Innisfail (QLD)	155
Inverell (NSW)	155
Kadina (SA)	155
Maryborough (QLD)	155
Naracoorte (SA)	155
Narrabri (NSW)	155
Port Augusta (SA)	155
Port Pirie (SA)	155
Queanbeyan (NSW)	155
Queenstown (TAS)	155
Renmark (SA)	155
Sale (VIC)	155
Tamworth (NSW)	155
Taree (NSW)	155
Tennant Creek (NT)	155
Tumut (NSW)	155
Wodonga (VIC)	155

Other country centres

Where a country centre is not detailed above, the following accommodation apply.

Per night rates for APS – EL1 (salary $143,650 and below) - ATO Table 1
$141

47G

Pages 294- 356 deleted under sections 47G, 47F and 47E(d) of the FOI Act

EC25-001055

Australian Government
Department of Education

Minute to: Fabian Harding, First Assistant Secretary, Funding and Data Collection Division

Subject: 2025 - Audit of approved authorities under the Australian Education Act 2013 - Procurement Evaluation Report

Due date: 24 April 2025, to meet timeframes for the 2025 school audit program.

From:	s 22	**Contact:**	s 22
Through:	Jane Mitchell	**Phone:**	
Legal Advice (if required):	N/A		
Copy to:	N/A		

Recommendation(s) – That you:

1) **Approve** the evaluation report for the selection of three suppliers to undertake audits of an approved authority under the *Australian Education Act 2013* (the Act) — **approved / not approved**
2) **Note** the funding available for the procurement of consultancies to undertake audits of approved authorities under the Act — **noted / please discuss**
3) **Agree** to engage the preferred suppliers to enter contract negotiations for audits of approved authorities under the Act — **agreed / not agreed**

Comments: this section is for the final clearance officer (First Assistant Secretary)

s 22

24/4/2025

Purpose

1. To seek your approval and signature, as delegate, on the evaluation report (Attachment A) of suppliers to undertake audits of approved authorities under the Act and agree to enter contract negotiations with the preferred suppliers. This follows from your earlier approval to approach the market (refer EC25-000396).

Issues

2. Section 5 of the Caretaker Convention states the Government avoids entering major contracts or undertakings, including new grant agreements, during the caretaker period. s 47E(d)

s 47E(d)

s 47E(d)

4. The audits are being performed as part of the 2023-24 Budget measure: *Strengthening non-government schools funding integrity*.

Limited Assurance Engagement (Tier Two) and Reasonable Assurance Engagement (Tier Three) audits

5. Consultancies are proposed to engage suitably qualified suppliers to investigate various compliance concerns identified for approved authorities in relation to meeting the requirements of section 75 of the Act (operating for profit, financial viability, and fit and proper person).

s 47E(d)

8. The consultancies are expected to deliver the following:
    a. Performance of limited assurance or reasonable assurance engagement audits on selected approved authorities (AAs):
        i. Limited assurance engagements provide a baseline level of assurance, where an independent auditor obtains sufficient and appropriate evidence for them to form a conclusion.
        ii. Reasonable assurance engagements provide a higher, but not absolute, level of assurance than limited assurance engagements.
    b. Assessment of 2023 and 2024 approved authorities' compliance with key requirements under the Act including not-for-profit, financial viability, fit and proper person requirement, use of funds, financial accounting and record keeping and other matters such as conflict of interest, related party transactions and arrangements, financial management, service agreements, its constitution, structure and board governance, NCCD Compliance and compliance with ongoing policy requirements in the Act (s77). The department may also seek for an audit to consider specific issues relating to a particular approved authority.
    c. Provision of written reports with findings and recommendations to the department.

9. The audits will be conducted in accordance with an appropriate Australian auditing standards and consistent with a limited assurance engagement and reasonable assurance engagement using the Standard on Assurance Engagements ASAE 3100 Compliance Engagement.

Approach to Market

10. On 25 February 2025, the department issued a Request for Quotation (RFQ) through the Management Advisory Services Panel (SON3751667). Submissions closed 13 March 2025.

Limited Assurance Engagement (Tier Two) and Reasonable Assurance Engagement (Tier Three) audits for approved authorities

11. Responses were received from five suppliers and evaluated by the Evaluation Committee (EC), which consisted of:
    a. s 22 Compliance and Reviews Team, School Assurance Branch (Chair)
    b. s 22 Compliance and Reviews Team, School Assurance Branch (Member)
    c. s 22 , Compliance and Reviews Team, School Assurance Branch (Member)

12. The members of the EC confirm that the Commonwealth Procurement Rules have been complied with during the conduct of this evaluation.

13. The EC unanimously agreed that three suppliers were preferred (McGrathNicol, s 22) and recommends the department enter contract negotiations with these suppliers. s 47E(d)

Next steps

14. On approval of this minute, preferred suppliers will be notified, and contract negotiations will commence.

15. Your approval as delegate will subsequently be sought for Section 23 *Approval for commitment or expenditure of relevant money* as well as work orders for the consultancies engaged.

Background

16. The Government's 2023-24 Budget measure: *Strengthening non-government schools funding integrity* safeguards the Government's $27.9 billion investment in school education by strengthening and expanding the department's regulatory assurance and compliance activities to prevent, detect and respond to non-compliance and fraud in the non-government school sector. Expanding the number of audits is one of the key focus areas.

17. There are three focus areas:
    a. expanded number of audits of approved authorities
    b. increased number of schools checked each year through the non-government schools census post-enumeration exercise to recover any overpayments, and
    c. increased use of data analytics to identify approved authorities that may require further investigation.

18. There is no set number of approved authority audits required to be undertaken and audits can cover one or more schools. A risk-based approach is used to identify and prioritise the approved authorities for an audit.

19. The School Assurance Branch's school audit guide aids in the operational selection of approved authorities. Generally, the scope of the audits focuses on section 75 of the Act (approved authorities to operate as not-for-profit entities, to be financially viable, and to meet the fit and proper person requirements). A separate case selection strategy provides the strategic focus of the School Assurance Branch in identifying cases for school audits and department-initiated compliance reviews.

s 22

s 47E(d)

s 47E(d), 47G

s 47E(d)

s 47E(d)

Consultation

25. The procurement team was consulted in relation to the procurement process.
26. Information and insights from various sources, including State and Territory departments of education as well as internal analysis from both our Financial Assurance and Compliance and Reviews teams, are used to inform our audit and reviews approach and case selection.

Summary of attachments

Attachment A	Evaluation Report – 2025 School Audits - Limited Assurance Engagement (Tier Two) and Reasonable Assurance Engagement (Tier Three)
Attachment A1	Schedule 5 – Request for Quotation Template
Attachment B	Signed Evaluation Plan
Attachment C (1-9):	Quotes received in response to RFQ
Attachment D:	Evaluation Matrix / Summary

Australian Government
Department of Education

Evaluation Report (Short) Template

To	**Jane Mitchell**	**Contact officer**	s 22
From	s 22	Phone	
Date	23/04/2025		
File	ESE25/7206	Location	Canberra
Copy			

RFQ PRN ESE25/7206

Request for Quotation Evaluation Report

Introduction and Aim

The aim of this evaluation report (ER) is to outline the process used to assess the Quotes in response to the Department of Education's (Department) Request for Quote (RFQ) PRN **ESE25/7206**, and to provide a recommendation for a preferred Respondent.

The criteria used for the evaluation are those outlined in the RFQ **(Attachment A1)** and Evaluation Plan **(Attachment B)** which were drawn from operational requirements for this procurement process.

Departmental Requirements

The Agency requires Service Providers to conduct limited assurance engagement audits and reasonable assurance engagement audits on approved authorities (AAs) for schools.

The AAs:

- may operate one or multiple schools
- vary in sizes from small through to large
- be located across Australia, in metropolitan, regional or remote areas and travel to and from the AAs location/s may be required.
- The service provider will undertake limited assurance engagement audits and/or reasonable assurance engagement audits. This may be one or more such audits.

On or about the Contract Start Date, the Service Provider will be advised by the Agency of the approved authorities in relation to which the Service Provider will be contracted to undertake limited assurance

engagement audits and/or reasonable assurance engagement audits in accordance with the Statement of Works.

Matters to be considered by the audit

The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the Australian Education Act 2013 (the Act), and the Australian Education Regulations 2023 (The Regulations):

- **Not-for-profit** (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis.
- **Financial Viability** (subsection 75 (4) of the Act and section 27 of the Regulation and Regulations)– the AA is financially viable.
- **Fit and proper person requirement** (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and governance of the entity are fit and proper and the key individuals are fit and proper.
- **Use of Funds** – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed to be spent in the year provided by the Australian Government and be used to provide school education.
- **Use of Funds for any other Australian Government funding under the Act** – use of Australian Government funding under the Act in relation to subsection 78 (2) (a) of the Act and subsection 29 (4), and (5) of the Regulation and Regulations – for example, special circumstances funding.
- **Financial accountability/record keeping** (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school and records relating to enrolments and attendance at the school.
- **Other matters** such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requirements in the Act (section 77 of the Act).

s 47E(d)

s 47E(d)

The audits will need to be consistent with a Limited Assurance Engagement and Reasonable Assurance Engagement using the Standard on Assurance Engagements ASAE 3100 Compliance Engagements.

Evaluation Committee

The composition of the Evaluation Committee (EC) is:

(a) s 22 , School Assurance Branch (Chair);

(b) s 22 School Assurance Branch; and

(c) s 22 , School Assurance Branch.

Quotation Process and Receipt of Responses

The method of procurement used was a limited tender using the Management Advisory Services (MAS Panel) – SON3715667. The RFQ and associated documentation were released to the following organisations together on **25 February 2025** via Austender (DS4P):

Name of Respondent	Respondent Contact Person
s 22	
McGrathNicol Advisory	s 47F
s 22	

The Closing Time for receipt of Quotes was 4.00 pm (AEDT) **13 March 2025.**

Quotes were received within the timeline from five Respondents.

Reg No.	Respondent	Address	Contact person & Contact number
1.	McGrathNicol Advisory	Level 9/60 Marcus Clarke St, Canberra ACT 2601	s 47F

s 22

Note: Nil

Details of the Quotes received are at **Attachment C.**

Evaluation Process

On receipt of the RFQs, where identified, four suppliers were provided the opportunity to provide information unintentionally omitted from their submission.

Between 14 March and 27 March 2025, each member of the EC reviewed each Quote received, and independently completed an evaluation for each supplier. Individual summaries have been retained by EC members and are considered to be internal working papers.

The EC convened on 28 March 2025, 1 April 2025 and 2 April 2025 to discuss the five proposals, with the individual summaries to be aggregated to determine final scores for each criterion. Further updates were considered and undertaken on 22 and 23 April 2025.

A qualitative and quantitative evaluation was undertaken and the following document is attached:

(d) **Attachment D**—Evaluation matrix showing the evaluation criteria, the scoring methodology and the average scores given, including qualitative summary of Respondents' responses against the evaluation criteria, as well as the cost of audits and the overall value for money assessment taking into account the criteria and cost of audits assessments.

s 47E(d)

Probity

Nil issues

Comparative summary and Justification

The table below provides an assessment for each potential provider that takes into account a quality assessment (based on criteria 1 to 5 in the evaluation plan); assessment of cost; and an overall assessment of value for money.

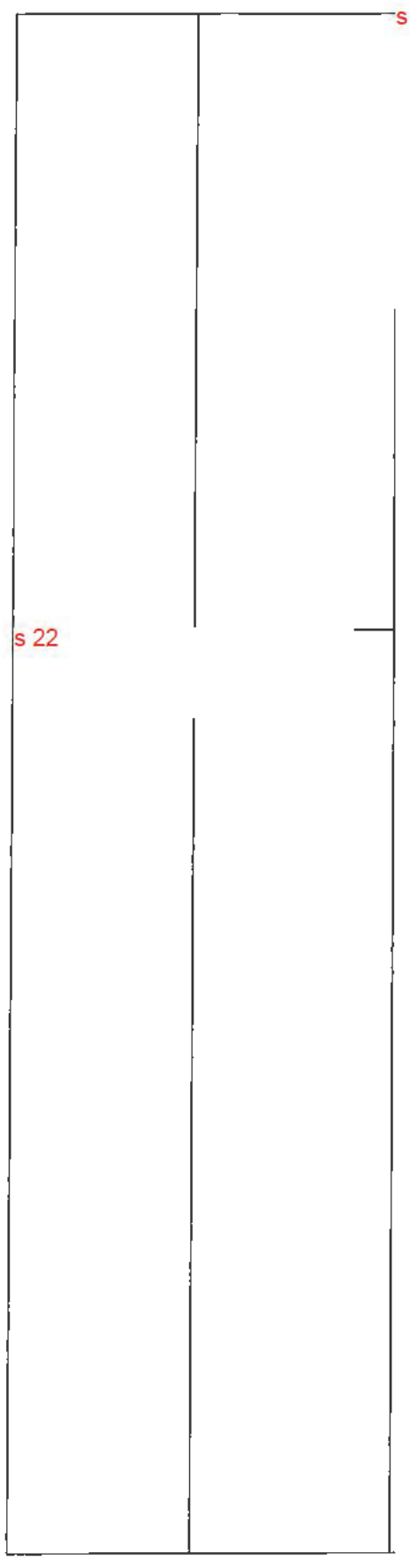
The providers are ranked from highest to lowest score for the overall assessment of value for money, with Attachment D in the PDR providing the scores of the panel.

s 47E(d)

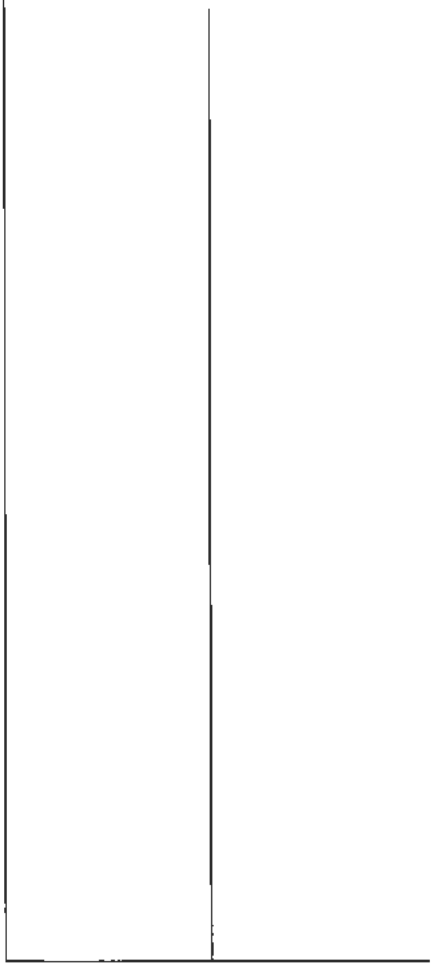
s 22

s 22

s 22


s 22
s 22

s 22 s 22



Recommendation

The EC recommends that contract negotiations commence with McGrathNicol, s 22 as the preferred Respondents.

The members of the EC confirm that the Commonwealth Procurement Rules have been fully complied with during the conduct of this procurement process.

s 22

s 22

Approved / Not Approved

s 22

Signature: _____

Name: Fabian Harding

Date: 24/4/2025

From: s 22
Sent: Thursday, 1 May 2025 3:55 PM
To: s 47F ; s 47F
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]

Hi s 47F

I am touching base to advise that the draft work order is being finalised and will be sent through as soon as possible and we are also working towards having the required conflict of interest form/s sent through to you for completion.

s 47F

Kind regards,

s 22
s 22

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Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
education.gov.au



The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From: s 47F
Sent: Wednesday, 30 April 2025 8:24 PM
To: s 47F
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks s 47F, sounds good.

Kind regards

s 47F

---

s 47F

| McGrathNicol

s 47F

Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 47F s 22
Sent: Wednesday, 30 April 2025 3:18 PM
To: s 47F
Cc: s 22
s 22
Subject: RE: audits [SEC=OFFICIAL]

Thank you s 47F for being so prompt. We will review your spreadsheet, look to send you a draft work order later today/tomorrow am for review.

I am out of the office soon today, please go directly to s 22 who is acting for me.

Regards
s 47F

From: s 47F
Sent: Wednesday, 30 April 2025 3:11 PM
To: s 47F s 22
Cc: s 22
s 22
Subject: RE: audits [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 47F

Please find attached a spreadsheet that sets out McGrathNicol's proposed cost 47G, s 47E(d) . The spreadsheet shows each component of the cost for each of the AAs (including travel) and has been prepared consistent with our quotation. For some of the AAs with multiple locations, we are assuming that the fieldwork could be undertaken in their head office (noting we have done our best to identify this location based on information online).

47G . s 22

s 47E(d)

Please let me know if you need anything further.

Kind regards

s 47F

s 47F
| McGrathNicol
s 47F
Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 47F
Sent: Tuesday, 29 April 2025 5:56 PM
To: s 47F
Cc: s 22
s 22
Subject: RE: audits [SEC=OFFICIAL]

Hi s
47F

Thank you very much for your email. I will respond tomorrow morning on cost for each of the audits including travel. I confirm that McGrathNicol is able to complete all audits s 47E(d)

47G s 22

Kind regards

s 47F

s 47F
| McGrathNicol
s 47F
Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 47F
Sent: Tuesday, 29 April 2025 4:30 PM
To: s 47F
Cc: s 22
s 22
Subject: audits [SEC=OFFICIAL]

EXTERNAL SENDER

s 47F

Please see below for the list of proposed AAs.

Can you please confirm audit cost, plus travel cost, s 47E(d)

Also, let us know if any conflict of interest.

Regards
s 47F

AA ID	AA Name
s 22	

Business information has been removed under s 11C(1)(b) of the FOI Act 1982 from the documents published on the FOI disclosure log.

s 22

s 47F

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Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
Mobile s 22

s 22
www.education.gov.au



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From: s 47F
Sent: Wednesday, 30 April 2025 3:11 PM
To: s 47F
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]
Attachments: 250430-Department of Education-Provision of Schools AA Audits-Audit & Travel Costs.xlsx

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 47F

Please find attached a spreadsheet that sets out McGrathNicol's proposed cost s 47E(d)
The spreadsheet shows each component of the cost for each of the AAs (including travel) and has been prepared consistent with our quotation. For some of the AAs with multiple locations, we are assuming that the fieldwork could be undertaken in their head office (noting we have done our best to identify this location based on information online).

47G s 22

47G, s 47E(d)

Please let me know if you need anything further.

Kind regards

s 47F

s 47F
| McGrathNicol
s 47F
Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 47F
Sent: Tuesday, 29 April 2025 5:56 PM
To: s 47F
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]

Hi s 47F

Thank you very much for your email. I will respond tomorrow morning on cost for each of the audits including travel. I confirm that McGrathNicol is able to complete all audits s 47E(d)

s 22

Kind regards

s 47F

s 47F

| McGrathNicol

s 47F

Level 9, 60 Marcus Clarke Street, Canberra ACT 2601



From: s 47F s 22
Sent: Tuesday, 29 April 2025 4:30 PM
To: s 47F
Cc: s 22
s 22
Subject: audits [SEC=OFFICIAL]

EXTERNAL SENDER

s 47F

Please see below for the list of proposed AAs.

Can you please confirm audit cost, plus travel cost, for end of June completion?

Also, let us know if any conflict of interest.

Regards
s
47F
s 47E(d)

s 47E(d)

s 47F

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Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
Mobile s 22
s 22
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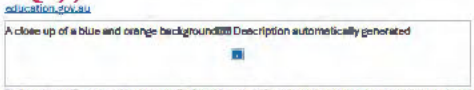
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From:
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]
Date: Friday, 2 May 2025 9:31:18 AM
Attachments: image001.jpg
image002.jpg
image003.png
image004.png
image005.png
image006.jpg
image007.jpg

Hi
That would be great thank you for letting me know I will update the Conflict-of-Interest form and send it back with the additional staff when you advise.
Kind regards

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Funding and Data Collection Division
Australian Government Department of Education
Phone
education.gov.au



The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork Guwanyi wenglwa yinalwara is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dharnarli with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From:
Sent: Friday, 2 May 2025 8:52 AM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

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Thanks
I will get these signed by our team.
To give us flexibility around dates for AA site visits I would like to add some team members if that is ok? This morning I will send through names, CVs and security clearance levels for these additional staff.
Kind regards

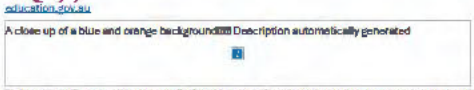
Level 4, 40 Marcus Clarke Street, Canberra ACT 2601



From:
Sent: Friday, 2 May 2025 7:56 AM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

Good morning
Hope you have been well?
Please find attached a conflict-of-interest form for your team to review / sign.
Please let me know if you have any questions.
Have a good day,
Kind regards

Compliance and Reviews | School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone
education.gov.au



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From:
Sent: Thursday, 1 May 2025 6:23 PM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

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Hi
Thank you very much for progressing the work order.
Kind regards

Level 4, 40 Marcus Clarke Street, Canberra ACT 2601



From:
Sent: Thursday, 1 May 2025 3:55 PM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

Hi
I am touching base to advise that the draft work order is being finalised and will be sent through as soon as possible and we are also working towards having the required conflict of interest form/s sent through to you for completion.
Kind regards,

Compliance & Reviews | School Assurance Branch
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From:

s 22

s 22

From:
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]
Date: Saturday, 3 May 2025 2:22:50 PM
Attachments: image001.jpg
image002.jpg
image003.png
image004.png
image005.png
image006.jpg

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Hi
Please find attached the signed conflict declaration form, signed by each of our team
We have disclosed in the attached CoI declaration that as a firm and individuals we have no conflicts of interest with any of the AAs

Please let me know if the Department has any concerns or requires further information.
In addition to the personnel named in our proposal, we have included the following McGrathNicol team members:

Name	Level	Security Clearance

Please find attached CVs for these team members.
Please let us know if you need anything further. Once the work order is signed, we would like to catch you as soon as possible to discuss the audits, and work towards contacting AAs and locking in dates for site visits as soon as we can given the tight timeframes

Hope you have a great weekend.
Kind regards

McGrathNicol
Level 22, 60 Marcus Clarke Street, Canberra ACT 2601

From:
Sent: Friday, 2 May 2025 9:31 AM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

Hi
That would be great thank you for letting me know I will update the Conflict-of-interest form and send it back with the additional staff when you advise.
Kind regards

| School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone:
education.gov.au

A close up of a blue and orange background Description automatically generated

The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork Guwaryil wingiara yirabana is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From:
Sent: Friday, 2 May 2025 8:52 AM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

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Thanks
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To give us flexibility around dates for AA site visits I would like to add some team members if that is ok? This morning I will send through names, CVs and security clearance levels for these additional staff.
Kind regards

| McGrathNicol
Level 22, 60 Marcus Clarke Street, Canberra ACT 2601

From:
Sent: Friday, 2 May 2025 7:58 AM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

Good morning
Hope you have been well?
Please find attached a conflict-of-interest form for your team to review / sign.
Please let me know if you have any questions.
Have a good day,
Kind regards

| School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone:
education.gov.au

A close up of a blue and orange background Description automatically generated

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From:
Sent: Thursday, 1 May 2025 6:23 PM
To:
Cc:
Subject: RE: audits [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

H
s
Thank you very much for progressing the work order.
s 47F
Kind regards
S
47 | McGrathNicol
s 47F
Level 37, 60 Marcus Clarke Street, Canberra ACT 2601

From: s 22
Sent: Thursday, 1 May 2025 3:55 PM
To: s 47F s 47F s 22
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]
H
s
I am touching base to advise that the draft work order is being finalised and will be sent through as soon as possible and we are also working towards having the required conflict of interest form/s sent through to you for completion.
s 47F
s 22

| School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
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A close up of a blue and orange background?? Description automatically generated

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From: s 47F
Sent: Wednesday, 30 April 2025 8:24 PM
To: s 47F s 22
Cc: s 22
Subject: RE: audits [SEC=OFFICIAL]

s 22

s 22

Pages 383- 387 deleted under sections 47E(d), 47G and 22 of the FOI Act

EC25-001368

Australian Government
Department of Education

Minute to: Fabian Harding, First Assistant Secretary, Funding and Data Collection Division

Subject: Audit of approved authorities under the Australian Education Act 2013 - approval of expenditure and approach to market, s23 and work orders

Due date: 16 May 2025, to meet the timeframes of the 2025 school audit program

From:	s 22	**Contact:**	s 22
Through:	Jane Mitchell	**Phone:**	
Legal Advice (if required):	N/A		
Copy to:	N/A		

Recommendation(s) – That you:

1) **approve** the PGPA Section 23(3), approval of commitment or expenditure of relevant money under your delegations through FMCS (reference 9750). — **approved / not approved**
2) **sign** the workorders to execute contracts for three suppliers to conduct the audit of approved authorities under the *Australian Education Act 2013.* — **signed / not signed**
3) **sign** the unsuccessful supplier's letters — **signed / not signed**

Comments: this section is for the final clearance officer (First Assistant Secretary)

s 22

16/5/2025

Purpose

1. To seek section 23 approval for commitment or expenditure of relevant money (submitted through the Financial Management Compliance System) and your signature to execute each of the contracts for the three suppliers to undertake the audit of approved authorities under the *Australian Education Act 2013 (the Act).*
2. The section 23 commitment sits within your delegations, based on individual contract values. Under Schedule 1 of the Department of Education (the department) Instrument of Delegation, you have the authority to approve a commitment of funds up to $1,000,000 for **consultants.**
3. In accordance with the department's Accountable Authority Instructions (2.5 Consultancy Arrangements) approval from the Deputy Secretary was provided for audit of approved authorities for schools under the Australian Education Act (EC24-001902 refers).

Issues

4. The audits are being performed as part of the 2023-24 Budget Measure: *Strengthening non-government schools funding integrity.*

Tier 2 and Tier 3 audits for approved authorities

5. Consultancies are proposed to engage suitably qualified suppliers to investigate various compliance concerns identified for approved authorities in relation to meeting the requirements of section 75 of the Act (operating for profit, financial viability, and fit and proper person), section 78 of the Act (use of funds and financial accountability), and other matters such as conflict of interest, related party transactions, financial management, board governance and the approved authority's constitution, NCCD compliance and compliance with ongoing policy requirements under section 77 of the Act.

6. For this financial year, s 47E(d) have been identified under the tier 2 and tier 3 audit approach for review.

s 47E(d)

8. The list of approved authorities to be audited are:

s 22

Business information has been removed under s 11C(1)(b) of the FOI Act 1982 from the documents published on the FOI disclosure log.

9. The consultancies are expected to deliver the following:

   a. s 47E(d) on selected approved authorities.
   b. Assess for 2023 and 2024 the approved authority's compliance with key requirements under the Act for not-for-profit, financial viability, fit and proper person requirement, use of funds, financial accounting and record keeping and other matters such as conflict of interest, related party transactions and arrangements, financial management, service agreements, its

constitution, structure and board governance, NCCD compliance and compliance with ongoing policy requirements. The department may also seek for an audit to consider specific issues relating to a particular approved authority.

c. Provide a written report with findings and recommendations to the department.

10. The audits will be conducted in accordance with an appropriate Australian auditing standard and consistent with a Limited Assurance Engagement and Reasonable Assurance Engagement using the Standard on Assurance Engagements ASAE 3100 Compliance Engagement.

Approaching the market

11. On 25 February 2025, you approved the approach to market and expenditure (EC25-000396 refers).

12. Following this approval, on 25 February 2025, the department issued a Request for Quotation (RFQ) through the Management Advisory Services Panel (SON3751667). Submissions closed 13 March 2025.

13. The responses from five suppliers were received and evaluated by the tender evaluation committee, which consisted of:

a. s 22 , Compliance and Reviews Team, School Assurance Branch (Chair)
b. s 22 r, Compliance and Reviews Team, School Assurance Branch (Member)
c. s 22 r, Compliance and Reviews Team, School Assurance Branch (Member)

14. The members of the committee confirm that the Commonwealth Procurement Rules have been complied with during the conduct of this evaluation.

15. The committee unanimously agreed that three suppliers were preferred (McGrathNicol, s 22 s 22 and recommended the department enter contract negotiations with these suppliers. s 47 E(d

s 47E(d)

17. On 24 April 2025, approval of the evaluation report for the selection of suppliers and agreement to engage in contract negotiations for the audits of approved authorities under the Act was provided by you (EC25-001055). This minute noted that the cost of the project may change during contract negotiations and that there were sufficient funds remaining to cater for any cost increase during negotiations with the suppliers.

Contract negotiations

18. Contract negotiations with all three preferred suppliers are complete.

19. Work orders for each supplier have been prepared by the department. The agreed final work orders have been signed by each supplier (Attachment A, Attachment B and Attachment C).

s 47E(d)

s 47E(d)

Next steps

22. Section 23 approval will be sent to you via the department's Financial Management Compliance System (FMCS) (reference 9750). The three supplier costs, and panel fee, have been included as line items in the one s23 request.

s 47E(d)

25. Once you have approved the s23 in FMCS, your review and signature to execute the contracts for s 22 McGrathNicol s 22 is required. Relevant reporting requirements, including on AusTender, will then follow.

26. The contract management plan for the 2025 School Audit Program will be provided to you, as the delegate, within 4 weeks of the commencement of the contracts.

Background

27. The Government's 2023-24 Budget Measure: *Strengthening non-government schools funding integrity*, safeguards the Government's $27.9 billion investment in school education by strengthening and expanding the department's regulatory assurance and compliance activities to prevent, detect and respond to non-compliance and fraud in the non-government school sector. Expanding the number of audits is one of the key focus areas.

28. There are three focus areas:
    a. expanded number of audits of approved authorities
    b. increased number of schools checked each year through the non-government schools census post-enumeration exercise to recover any overpayments, and
    c. increased use of data analytics to identify approved authorities that may require further investigation.

29. There is no set number of approved authority audits required to be undertaken and audits can cover one or more schools. A risk-based approach is used to identify and prioritise the approved authorities for an audit.
30. The School Assurance Branch's school audit guide aids in the selection of approved authorities for audits and the type of audit. Typically, the scope of the audits mainly focuses on section 75 of the Act (approved authorities to operate as not-for-profit entities, to be financially viable, and to meet fit and proper person requirements).

s 47E(d)

Consultation

34. The Procurement team was consulted in relation to contract negotiations and development of work orders.
35. Information and insights from various sources, including State and Territory departments of education as well as internal analysis from both our Financial Assurance and Compliance and Reviews teams, are used to inform our audit and reviews approach and case selection.

Summary of attachments

Attachment A Work Order – McGrathNicol

s 22

From: s 22
To:
Subject: FW: Query re follow-up with RFx respondents [SEC=OFFICIAL]
Date: Tuesday, 18 March 2025 4:50:00 PM
Attachments: image001.jpg

Hi s 22
Let's look at drafting some emails to send tomorrow to the providers tomorrow based on the advice below.
Kind regards,
s 22

From: EDUC - Procurement
Sent: Tuesday, 18 March 2025 2:21 PM
To: s 22
Cc: EDUC - Procurement
Subject: RE: Query re follow-up with RFx respondents [SEC=OFFICIAL]

Good afternoon s 22 ,
Thank you for your enquiry.
If some tenderer failed to address the full pricing schedule and / or did not include a list of non-government education entities, in their response this could possibly be an unintentional error on the suppliers part.
You are able to go back to the Tenderers and ask if your observation is correct and if so, ask them to provide the missing information.
Please make note of this in the Evaluation Report as well.

1. ***If, after opening the responses but before completing the evaluation, an agency offers a supplier the opportunity to correct unintentional errors, it must offer the same opportunity to all participating suppliers.***

Please reach out if you have any other questions.
Kind regards,
s 22

Procurement and Grant Policy and Services | Finance Branch
Financial Management Division
Australian Government Department of Education
Phone s 22
www.education.gov.au

A close up of a blue and orange background Description automatically generated

The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From: s 22
Sent: Monday, 17 March 2025 11:56 AM
To: EDUC - Procurement <procurement@education.gov.au>
Cc: s 22

Subject: Query re follow-up with RFx respondents [SEC=OFFICIAL]

Good morning team,

I am seeking advice on our proposed approach to following up with respondents to the RFx for 2024-2025 School Audits that closed last Thursday 13 March (RFQ **attached**). 5 responses were received.

In the fees section of the RFQ we requested a number of items be included in the provider's quote, including: fixed rate for the final report, hourly/daily personnel rates, list of entities that deliver non-government school education where the Service Provider has undertaken accounting, financial advisory, financial audit and/or governance related services in the last three years and travel costs.

In most instances, a fixed rate for the final report was not included in responses. Some did not include both hourly and daily rates, rather providing one or the other. Most responses did not include a list of non-government education entities the potential supplier had previously worked with. There were also instances where expenses of travel costs were not specifically nominated in the response.

Overall, the opening/registration of responses team does not consider these elements to be minimum required content for assessing the suitability of providers.

Proposed approach

Prior to commencing evaluation, we are intending to contact all respondents who did not provide the list of non-government education entities the potential supplier had previously worked with to request the list of entities. The wording from the original RFQ will be used in making this request (i.e. Provide *a list of entities that deliver non-government school education where the Service Provider has undertaken accounting, financial advisory, financial audit and/or governance related services in the last three years.*)

I am seeking to run this approach by you for advice, prior to contacting the respondents.

Any other relevant advice on the circumstances above would also be welcomed.

Kind regards,

s 22

Compliance & Reviews | School Assurance Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22
education.gov.au

A close up of a blue and orange background Description automatically generated

The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

s 47E(d)

Pages 395- 402 deleted under sections 47E(d), 47F, 47G and 22 of the FOI Act

Australian Government
Department of Education

Conflict of Interest Declaration Form

(Specified Personnel of Outsourced Service Providers including consultancies)

1. Definitions

For the purposes of this Conflict of Interest Declaration Form, these terms have the following meaning:

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Declarant which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;

Contract means the contract between the Supplier and the Customer described in section 3 of this declaration below;

Customer means the Commonwealth of Australia as represented by the Department of Education;

Declarant or **I** refers to the person described in section 2 of this declaration below;

Services means the services to be delivered by the Supplier to the Customer under the Contract;

Specified Personnel means the personnel set out in item 9 of the Contract who are to perform all or part of the work constituting the Services on the Supplier's behalf; and

Supplier means the entity engaged by the Customer to deliver Services under the Contract.

2. Declarant's Details

s 47F

Full Name:	
Email Address:	
Contact Number:	

3. Contract Details

Contract no. or Content Manager file no.:	
Supplier:	**McGrath Nicol Advisory**

4. Declaration

I declare that:

☑ The Specified Personnel do not have any matters that would give rise to a Conflict of Interest.

OR

☐ Specified Personnel have matters that may give rise to a Conflict of Interest (listed in section 5).

I further declare that I have advised the Specified Personnel that they must make a further declaration to the Supplier as soon as practicable should any Conflict of Interest arise during the period in which I/they are required to perform as Specified Personnel in relation to the provision of Services by the Supplier under the Contract. I/the Specified Personnel agree to comply with any direction given by the Customer in relation to the management of such Conflict of Interest.

The Specified Personnel have read, understood, and will comply with the requirements of the department's Conflict of Interest Policy and Fraud Control Policy (as amended from time to time).

Name of Specified Personnel	Signature of Specified Personnel	Job Role (please select the best fit for your role from the *APS Job Role* column in this spreadsheet). This is used for internal departmental reporting
s 47F		s 47F

Supplier Endorsement

I warrant that I am a person with the legal authority to bind the Supplier named above.
The Supplier warrants, in relation to the Declarant/s that to the best of its knowledge, after making diligent inquiry, and as of the date set out below:

☑ no Conflict of Interest exists or is likely to arise in the performance of the Services; or
☐ the only Conflict of Interest that exists is as described in section 5 below.

s 47F	s 47F		
			2/5/25

5. Declared Conflicts of Interest

[Name of Specified Personnel] has declared the below Conflict of Interest/s:

I. [description]
II. [description]
III. [description]
IV. [description],

Nil

and, in order to manage the Conflict of Interest described above, I have implemented the following mitigation strategies:

N/A

From:
To: s 22
Subject: RE: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL]
Date: Wednesday, 23 April 2025 9:12:14 AM
Attachments: image001.png
image002.png

From: MITCHELL,Jane
Sent: Tuesday, 22 April 2025 10:39 PM
To: s 47F
Cc: s 22
Subject: RE: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL]

Hi s
As discussed (for the team's info), the evaluation plan that Fabian signed s 47E(d)

s 47E(d)

Thanks to you and the team for making modifications to the pack as needed. I have sent it back via PDMS.
Jane

From: s 47F s 22
Sent: Tuesday, 22 April 2025 1:21 PM
To: MITCHELL,Jane s 22
Cc: s 22
Subject: RE: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL]

Hi Jane,
s 47E(d)

This does not change the outcome of the three preferred suppliers. But it will require update to attachment D and the evaluation report (attachment A).
Regards
s

From: s 47F
Sent: Tuesday, 22 April 2025 10:10 AM
To: MITCHELL,Jane < s 22
Cc: s 22
Subject: RE: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL]

Hi Jane,
s 47E(d)
Let me know how we should handle the brief.
Regards
s

From: MITCHELL,Jane s 22
Sent: Thursday, 17 April 2025 7:18 PM
To: s 22 s 47F s 22
Subject: FW: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL]

Hi s and s
See below. s 47E(d)

Anyway – s let's try to work it out on Tuesday.
Ciao, much chocolate to you both.
Jane

From: s 47E(d)
Sent: Thursday, 17 April 2025 4:13 PM
To: MITCHELL,Jane s 22
Subject: EC25-001055 : PDMS Notification - Record Assigned [SEC=OFFICIAL:Sensitive]

SEC=OFFICIAL:Sensitive

PDMS

EC25-001055: 2025 - Audit of approved authorities under the Australian Education Act 2013 - Procurement Evaluation Report
From: Fabian Harding
To: Jane Mitchell
Responsible Area: | Schools | Funding and Data Collection
Processing Instructions

s 47E(d)

Happy to discuss. Thanks, Fabian

Milestones

Assign for Final Clearance:	17/04/2025 10:00:09 AM
Executive Action date:	17/04/2025 1:00:09 PM

Select the following link to go to this record: **EC25-001055.**

If prompted to authenticate, select **Department of Education | Department of Employment and Workplace Relations** on the drop-down menu.

Need help with PDMS?

- Visit our PDMS current issues page for a list of known issues.
- s 47E(d)
- Email the Parliamentary team or visit our Parliamentary homepage and refer to the Parliamentary Team Contacts.

Note: This is a system generated message. Please do not reply.

SEC=OFFICIAL:Sensitive

From: MITCHELL,Jane
To: s 22
Subject: RE: [ACTION] Procurement Plan: [9055] s 22 - Pending Submission [SEC=OFFICIAL]
Date: Monday, 24 February 2025 8:06:38 PM

Thanks! Submitted to Fabian

From: s 47E(d)
Sent: Monday, 24 February 2025 6:53 PM
To: MITCHELL,Jane
Subject: [ACTION] Procurement Plan: [9055] s 22 Pending Submission

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

FMCS - Education

The item below has been sent by s 22 to Jane Mitchell for delegate approval:

Form Type	**Procurement Plan**
Form ID	**9055**
Submitted by	s 22
Procurement Title	**2024-2025 School Audits**
Select the category of goods or services that you require	**Audit services**
Identify which procurement method you propose to use:	**Procurement process via a Panel Arrangement**

Comments:

Go to Item →

If you have any questions, please don't hesitate to contact us.

Kind regards,

Australian Government Department of Education - Financial Policy Team
Email: s 47E(d)
Phone: s 47E(d)

Schedule 5 – Request for Quotation Template

Note to Service Provider:

This Schedule 5 provides a Request for Quotation (RFQ) template that includes the typical information that an Agency will provide to the Service Provider to request a quotation for the provision of Management Advisory Service to an Agency, as detailed in clause **Error! Reference source not found.** of the Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency RFQs to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this RFQ Template or any resulting smart form to request quotes from Service Providers.

1. Introduction

1.1. This RFQ is issued under clause 11.2 of the Head Agreement between the Service Provider and the Department of Finance.

Request For Quotation for Services	
Agency Information	
Agency	Department of Education
Agency File Reference	ESE25/7206
RFQ Reference	RFx22675
Agency Representative	Name: s 22 Position: s 22 School Assurance Branch Address: 50 Marcus Clarke St, Canberra ACT Email: s 22 Contact number: s 22 Mobile: N/A
RFQ and Proposed Order Details	
RFQ Release Date	Tuesday, 25 February 2025
RFQ Closing Date	Thursday, 13 March 2025 at 4.00pm Australian Eastern Daylight Time (AEDT)
Proposed Order Commencement Date	1 April 2025
Proposed Order Term and/or Completion Date	30 June 2025
Options to extend	The Agency may extend the Contract for a period of three months by providing written notice to the Service Provider prior to the Order Completion Date.

Request For Quotation for Services	
Milestones	The Service Provider will be required to submit a total of three invoices within the term of the Contract, in line with the following milestones: • Invoice 1 (20 percent of the total fee) to be submitted upon the department's acceptance of a project plan for the audit work; • Invoice 2 (40 percent of the total fee) to be submitted upon the department's receipt of the draft audit reports; • Invoice 3 (40 percent of the total fee) to be submitted upon the department's acceptance of the final audit reports.
Statement of Work	
Service Area	Financial
Service Category	Financial Audit
Service Sub-category	Financial and Performance Audits
Detailed Statement of Work	The Agency requires Service Providers to conduct **limited assurance engagement audits** and **reasonable assurance engagement audits** on approved authorities (AAs) for schools. The AAs: • may operate one or multiple schools • vary in sizes from small through to large • be located across Australia, in metropolitan, regional or remote areas and travel to and from the AAs location/s may be required. • The service provider will undertake limited assurance engagement audits and/or reasonable assurance engagement audits. This may be one or more such audits. On or about the Contract Start Date, the Service Provider will be advised by the Agency of the approved authorities in relation to which the Service Provider will be contracted to undertake limited assurance engagement audits and/or reasonable assurance engagement audits in accordance with this Statement of Works. **Matters to be considered by the audit** The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the *Australian Education Act 2013* (the Act), and the *Australian Education Regulations 2023 (The Regulations)* and also the: • **Not-for-profit** (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis. • **Financial Viability** (subsection 75 (4) of the Act and section 27 of Regulation and Regulations– the AA is financially viable. • **Fit and proper person requirement** (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and

Request For Quotation for Services	
	governance of the entity are fit and proper and the key individuals are fit and proper. • **Use of Funds** – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed in the year provided and be used to provide school education. • **Financial accountability/record keeping** (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school. • **Other matters** such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requitements in the Act (section 77 of the Act). s 47E(d) **Authority for the audit** The service provider will be provided with authority under the Regulations to request information, records, and access premises. Further information on the requirements in the *Australian Education Act 2013* and the Australian Education Regulations 2023 is provided in Attachment A below. There may be multiple contracts issued under this RFQ.

Request For Quotation for Services	
Deliverables	The Service Provider will conduct one or more limited assurance engagement and/or reasonable assurance engagement audits in accordance with the statement of work. The Service Provider will provide: s 47E(d)
Subcontractors	The Service Provider may not nominate subcontractors to provide some or all of the Services.
Location	AAs may be located across Australia, in metropolitan, regional or remote areas.
Fees	The Service Provider quote needs to include: • A fixed rate for the final report. • An hourly and daily rate for specified personnel that will be engaged as part of the contract. • The names and qualifications of the specified personnel (or their short CVs). • A list of entities that deliver non-government school education where the Service Provider has undertaken accounting, financial advisory, financial audit and/or governance related services in the last three years. • Travel costs will **not** be reimbursed by the Agency. The Service Provider may only charge for travel when the expense is nominated in the response document, and the Agency has granted specific written approval prior to the relevant expense being incurred. Additionally: • (a) all domestic air travel must be economy class, • (b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Attachment B or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and • (c) will not exceed the amounts for non-SES Travel (as detailed in Attachment B).

<table>
<tr><th colspan="2">Request For Quotation for Services</th></tr>
<tr><td>Payment Terms</td><td>20 calendar days</td></tr>
<tr><td>Travel</td><td>Travel to multiple locations across Australia in metropolitan, regional or remote areas may be required.

Expenses associated with travel may be necessary for the conduct of the Services and are included in the Contract/Work Order price. The Service Provider will not be reimbursed for any expenses associated with travel, accommodation or other fees, charges or expenses in excess of the maximum Contract/Word Order price without written approval of the Agency in the form of a Contract/Work Order variation.</td></tr>
<tr><td>Agency Material</td><td>Attachment A: Commonwealth Funding Arrangements for Non-Government Schools.

Attachment B: Department Travel Rates.

The Agency will:
brief the Service Provider prior to the commencement of the work;
undertake initial contact with the AAs;
provide a list of allocated AAs to the Service Provider, including location and contact information;
provide copies of relevant documents to the Service Provider, including:
Audited financial statements for relevant years, where available.</td></tr>
<tr><td>Existing Material</td><td>Not Applicable</td></tr>
<tr><td>Contract Material</td><td>Report to be provided to the Agency.

Restrictions on use of Contract Material

Nil

Restrictions on use of Service Provider's name, trade name or logo

Nil</td></tr>
<tr><td>Confidential Information</td><td>School audit information is confidential.

This RFQ scope is also confidential (confidentiality applies to non-successful service providers also).

<table><tr><th>Agency Confidential information
(for example)</th><th>Period of Confidentiality</th></tr><tr><td>Agency data</td><td>Indefinitely</td></tr><tr><td>Any Personal Information held by the Agency</td><td>Indefinitely</td></tr><tr><td>Security Classified Information</td><td>Indefinitely</td></tr></table></td></tr>
</table>

Request For Quotation for Services	
Key Personnel Requirements	
Required Qualifications and Experience	The Service Provider must detail Specified Personnel engaged to conduct the services, including details of their qualifications and relevant experience. The Agency may agree on additional specified personnel where required. s 47G
Other Requirements for Key Personnel	Conflict of Interest Declarations – on receipt of the list of allocated AA's all key personnel will be required to complete a conflict-of-interest declaration prior to commencing any work. If any part of the Services involves the Service Provider employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Service Provider agrees: a. to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and b. if requested, provide the Commonwealth at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
Additional Requirements	
Agency Data Storage Requirements	Data cannot be stored offshore. Data must be hosted and maintained onshore (within Australia).
Agency Security Requirements	Information Technology security requirements - Suppliers must meet and comply with security requirements outlined in the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM). Suppliers are to develop security documentation in accordance with the Australian Government PSPF and ISM. Suppliers must provide this documentation to the department to provide assurance that the systems used to support and manage the Goods and/or Services meet the standards outlined in the Australian Government PSPF and ISM. Security documentation must outline systems, services and online products of the primary supplier and any subcontractor systems, services and online products. Suppliers must ensure that all systems, services and online products purchased and/or developed or provided by a subcontractor or third party meet

Request For Quotation for Services	
	the requirements of the Australian Government PSPF and ISM and are hosted and maintained onshore (within Australia). To ascertain the security of the proposed systems, services and online products the department may request an independent Information Security Registered Assessors Program (IRAP) assessment.
Security Clearance Requirements	s 47G
Liability	Not applicable
Agency Insurance Requirements	Not applicable
Agency Service Levels	Not applicable
Conditions/Restrictions for Personal Information	Not applicable
Other Additional Requirements	Not applicable
Commonwealth Policy Requirements	
Shadow Economy Policy	Not applicable
Indigenous Procurement Policy	Not applicable
Australian Industry Participation Plan	Not applicable
Evaluation Criteria	
Responses to this RFQ will be evaluated against the following criteria: • The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk. • The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes. • The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work. • The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required]. • The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract. The extent to which the level and structure of fees proposed provides value for money for the Australian Government.	
Responding to this RFQ	
The Service Provider is required to complete the following information:	

Request For Quotation for Services

Service Provider's Representative

Service Provider's Name

Service Provider's Address

Service Provider's ABN

Service Provider's email address

In responding to this RFQ, the Service Provider should:

- describe its understanding of the Services required, including the identification of any key challenges and the management of risk
- detail its capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes
- detail its organisational experience in providing the similar services to the services described in the Detailed Statement of Work
- detail the relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work including any qualifications, certifications, affiliations that the nominated Key Personnel have
- describe the professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.

The Service Provider is also required to:

- identify any subcontractors nominated to provide the services and their role in the delivery of the services
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its respond that it requests to remain confidential.

Service Provider Confidential information	Period of Confidentiality

Attachment A: Commonwealth Funding Arrangements for Non-Government Schools

The *Australian Education Act 2013* ('the Act') provides the mechanism by which Australian Government recurrent funding is provided to non-government schools. Funding paid to non-government schools under the Act is provided by the Australian Government through each state and territory treasury to distribute to the approved authorities for schools. An approved authority can operate one or many schools.

In order to receive recurrent funding, approved authorities must meet a number of eligibility requirements as prescribed in the following legislative framework:

- the Act; and
- the Australian Education Regulations 2023 (the Regulations).

In addition to the requirements prescribed in the funding legislation, approved authorities must also meet the requirements for registration in the relevant jurisdiction.

Basic requirements to receive funding

Basic requirements for ongoing approval for funding, as set out in section 75 of the Act and sections 26 to 28 of the Regulations, require approved authorities to be:

- a body corporate or body politic;
- not conducted for profit;
- financially viable; and
- a fit and proper person (both in terms of the corporate entity and key individuals of the school and approved authority).

Note: These requirements are applicable to the entirety of the approved authority's operations, not just those relating to the expenditure and use of Australian Government funding.

Not-for-profit

Under subsection 75(3) of the Act, funding is only provided to schools that are not conducted for profit. Section 26 of the Regulations sets out what may be taken into account for the purposes of determining whether or not an approved authority satisfies the not-for-profit requirement. This includes:

- whether the approved authority has financial policies and practices in place and the quality of those policies and practices; and
- whether money derived from or relating to a school has been applied for the purposes of the school or has been distributed (whether directly or indirectly) to an owner of the authority or body, or any other person.

In reference to related party transactions, the 'value for money' achieved by the school for a product or service being provided is also a relevant consideration in determining whether the school operations are not-for-profit.

Notwithstanding the prescribed uses of recurrent funding (see below), approved authorities' school operations must not be conducted on a for-profit basis, regardless of the source of income.

Financial viability

Subsection 75(4) of the Act requires that an approved authority must be financially viable to be approved to receive funding. Section 27 of the Regulations sets out the matters that may be considered when determining whether a person satisfies the financial viability requirement. These include whether:

- the person is a body corporate that is being wound up
- whether the affairs of the person are under any form of external control under a law of the Commonwealth, a State or a Territory
- whether the liabilities of the person are greater than the person's assets
- whether the person is unable to pay its debts as and when they fall due for payment
- whether an audit is expressed to be qualified or expresses concern about the financial viability of the person.

Fit and proper person requirement

Subsection 75(5) of the Act stipulates that approval for funding may only be granted to 'fit and proper persons'. As per Section 28 of the Regulations, the following may be taken into account in determining whether an approved authority satisfies this requirement:

- whether the person, or a key individual of the person, has experience and expertise in administering a school and providing education at a school;
- whether the person has governance arrangements in place, including arrangements for managing and supervising the provision of education at the school and to ensure compliance with the laws of the Commonwealth, a State or a Territory relating to the provision of school education;
- whether the person has debts due to the Commonwealth in relation to the provision of school education;
- whether the person has governance arrangements in place, including arrangements to receive independent and professional advice about the way in which the person complies with its obligations under the Act;
- whether the person, or a key individual of the person, has a record of financial management, taking into account whether the person or individual has been bankrupt, insolvent or been placed under external administration; and
- whether the person, or a key individual of the person, has been convicted of, or charged with, an offence, including an offence in relation to children, dishonesty or violence (subject to Part VIIC of the *Crimes Act 1914*); and
- whether the person, or a key individual of the person, has engaged in a deliberate pattern of immoral or unethical behaviour.

Note that the above matters are not an exclusive list of matters that may be taken into consideration.

Use of Australian Government recurrent funding

Paragraph 78(2) of the Act requires approved authorities to manage financial assistance payable under the Act according to the Regulations. Section 29 of the Regulations sets out the main requirements for approved authorities' use of recurrent funding provided under the Act. Recurrent funding, including any interest earned on recurrent funding banked or invested by the approved authority, must be spent, or committed to be spent, by the approved authority:

- for the purpose of providing school education at a school for which the approved authority is approved; and
- in the year in which it was paid to the approved authority.

Financial accountability

The Act (s 78) and Regulations 32 to 40 specify the compliance monitoring requirements for all approved authorities receiving Australian Government recurrent funding. For the purposes of the audit, the following requirements are relevant:

- keep records for seven years, relating to compliance with the Act and Regulation, the financial administration of the approved authority, enrolments and attendance records and the financial administration of the school (Regulation 37);
- keep records that identify all income and expenditure that relates to any financial assistance paid to the authority; and
- keep records that are identifiably separate from activities outside the provision of school education

Rights of audit

In accordance with the Act (s 78) and Regulation 39, approved authorities must allow persons authorised in writing by the Minister (or their delegate) to:

- have full and free access to records relating to the authority's compliance with the Act and Regulation, the financial administration of the authority and the financial administration of the school; and
- take extracts from, and make copies of, the records.

Attachment B: Department Travel Rates

Overview

The department obtains its travel rates from the Australian Tax Office (ATO). The ATO reviews the domestic travel and related allowance amounts for public officers each year. The below rates were updated as per the 2024-25 ATO travel rates.

Meals and incidentals rates (daily cap)

Classification	Breakfast $	Lunch $	Dinner $	Incidentals $	Sub-total $	Accommodation	*Daily cap*
APS – EL1 Salary $143,650 and below - ATO Table 1	$33.90	$38.10	$64.95	$23.95	$160.90	See tables below	*Sub-total + accommodation*

Meal and incidental entitlements for travel involving overnight stays (daily cap)

Time of departure	Classification	Day of departure		Day of return and full days	
Before 7am	APS-EL1	B, L, D, I	$160.90	I	$23.95
After 7am	APS-EL1	L, D, I	$127.00	B, I	$57.85
After 1pm	APS-EL1	D, I	$88.90	B, L, I	$95.95
After 7pm	APS-EL1	I	$23.95	B, L, D, I	$160.90

Key: ***B = breakfast*** ***L = lunch*** ***D = dinner*** ***I = incidentals***

Capital cities accommodation rates per night

Location	Accommodation Rate $ Per Night – APS-EL1 (salary $138,790 and below) – ATO table
Adelaide	158

Brisbane	181
Canberra	178
Darwin	220
Hobart	176
Melbourne	173
Perth	180
Sydney	198

High cost country centres accommodation rates per night

Location	Per night rates for APS - EL1 (salary $143,650 and below) - ATO Table 1
Albany (WA)	193
Alice Springs (NT)	206
Ararat (VIC)	159
Armidale (NSW)	166
Bairnsdale (VIC)	173
Ballarat (VIC)	187
Benalla (VIC)	168
Bendigo (VIC)	164
Bordertown (SA)	164
Bourke (NSW)	184
Bright (VIC)	180
Broken Hill (NSW)	161
Broome (WA)	220
Bunbury (WA)	178
Bundaberg (QLD)	184
Burnie (TAS)	178
Cairns (QLD)	175
Carnarvon (WA)	170
Castlemaine (VIC)	162

Ceduna (SA)	156
Charters Towers (QLD)	168
Christmas Island (WA)	218
Cocos (Keeling) Islands (WA)	331
Dalby (QLD)	201
Dampier (WA)	175
Derby (WA)	192
Devonport (TAS)	161
Dubbo (NSW)	170
Emerald (QLD)	179
Esperance (WA)	180
Exmouth (WA)	214
Geelong (VIC)	175
Geraldton (WA)	165
Gladstone (QLD)	171
Gold Coast (QLD)	209
Gosford (NSW)	161
Goulburn (NSW)	165
Grafton (NSW)	169
Griffith (NSW)	159
Gunnedah (NSW)	167
Halls Creek (WA)	170
Hamilton (VIC)	161
Hervey Bay (QLD)	175
Horn Island (QLD)	345
Horsham (VIC)	165
Jabiru (NT)	216
Kalgoorlie (WA)	181
Karratha (WA)	223
Katherine (NT)	228
Kingaroy (QLD)	180
Kununurra (WA)	204
Launceston (TAS)	174
Lismore (NSW)	163
Mackay (QLD)	166

Maitland (NSW)	187
Mildura (VIC)	158
Mount Gambier (SA)	164
Mount Isa (QLD)	185
Mudgee (NSW)	188
Muswellbrook (NSW)	157
Nambour (QLD)	163
Newcastle (NSW)	195
Newman (WA)	271
Nhulunbuy (NT)	230
Norfolk Island (NSW)	203
Northam (WA)	214
Nowra (NSW)	168
Orange (NSW)	202
Port Hedland (WA)	175
Port Lincoln (SA)	170
Port Macquarie (NSW)	190
Portland (VIC)	159
Rockhampton (QLD)	174
Roma (QLD)	182
Seymour (VIC)	161
Shepparton (VIC)	167
Swan Hill (VIC)	181
Thursday Island (QLD)	323
Toowoomba (QLD)	161
Townsville (QLD)	174
Wagga Wagga (NSW)	177
Wangaratta (VIC)	186
Warrnambool (VIC)	159
Weipa (QLD)	238
Whyalla (SA)	167
Wilpena-Pound (SA)	223
Wollongong (NSW)	181
Wonthaggi (VIC)	188
Yulara (NT)	570

Tier 2 country centre rates per night

Location	Per night rates for APS – EL1 (salary $143,650 and below) - ATO Table 1
Albury (NSW)	155
Ayr (QLD)	155
Bathurst (NSW)	155
Bega (NSW)	155
Chinchilla (QLD)	155
Cobar (NSW)	155
Coffs Harbour (NSW)	155
Colac (VIC)	155
Cooma (NSW)	155
Cowra (NSW)	155
Echuca (VIC)	155
Innisfail (QLD)	155
Inverell (NSW)	155
Kadina (SA)	155
Maryborough (QLD)	155
Naracoorte (SA)	155
Narrabri (NSW)	155
Port Augusta (SA)	155
Port Pirie (SA)	155
Queanbeyan (NSW)	155
Queenstown (TAS)	155
Renmark (SA)	155
Sale (VIC)	155
Tamworth (NSW)	155
Taree (NSW)	155
Tennant Creek (NT)	155
Tumut (NSW)	155
Wodonga (VIC)	155

Other country centres

Where a country centre is not detailed above, the following accommodation apply.

Per night rates for APS – EL1 (salary $143,650 and below) - ATO Table 1
$141

Reference **9055** Allocated to Jane Mitchell for Review from You PENDING REVIEW

Contacts

Additional people who can view this form

Person or Group	Phone No.	Role
Jane Mitchell School Assurance Branch	s 22	Contact role
s 47F School Assurance Branch		Contact role
s 22 Department of Education	s 22	Contact role

Procurement Plan

Use of this procurement plan template is to assist Procuring Officials to describe the requirements, expected cost, method, risk assessment and document the delegate's approval to approach the market and enquiries undertaken to assess value for money. This form was developed to be consistent with the Commonwealth Procurement Rules, Accountable Authority Instructions and Procurement Best Practice.

The Accountable Authority Instructions (AAIs) require that all procurements valued at $10,000 (including GST, if any) or above must have a procurement plan that describes the requirements, expected cost, method, risk assessment and documents the delegate's approval to approach the market and enquiries undertaken to assess value for money.

The AAIs mandate that prior to undertaking any procurements valued at $10,000 or above, the Procuring Official must have completed the Indigenous Procurement Policy (IPP) training on LearnHUB in the last 12 months.

The **APS Strategic Commissioning Framework** (Framework) is part of the Government's commitment to reduce inappropriate outsourcing and strengthen the capability of the APS. Under the framework APS employees will deliver the core work of the APS and outsourcing is limited. Before starting the process for procuring external workers **(consultants, specified personnel working under a service contract, contractors or labour hire workers)** the **Framework** must be considered. The APS Strategic Commissioning Framework Process Map may also assist your delegate.

If you require assistance, please contact the Procurement Team on email at procurement@education.gov.au

Submitting Officer
(required)

s 22

Organisational unit
(required)

...Group / Funding and Data Collection Division / School Assurance Branch

Are you completing this plan on the behalf of another staff member?
(required)

(•) Yes ( ) No

Clear selected answer

Who is this request on behalf of?
(required)

s 22

Are you procuring an external worker?
You can only select 'No' if you are procuring tangible goods (for example furniture), or intangible goods such as a membership or license.

(An external worker is: a consultant, specified personnel working under all types of service contracts, contractors or labour hire workers).

(required)

(•) Yes ( ) No

Clear selected answer

Please confirm that your Delegate has considered the APS Strategic Commissioning Framework
APS Strategic Commissioning Framework
(required)

◉ I confirm

Clear selected answer

Does the type of work fall under any of the department's core work categories? (Only select one option)
More information is available soon at Workforce Planning page
(required)

- [ ] 1 - Developing cabinet submissions, once they are in a Cabinet classified environment
- [ ] 2- Drafting cabinet submission recommendations at any stage of policy development
- [ ] 3 - Drafting legislation and regulation (interpreted as establishing direction, overseeing inputs, and drafting and submitting advice to the Australian Government)
- [ ] 4 - Leading policy formulation
- [ ] 5 - Roles that are on an agency's executive team (interpreted to include all SES roles and members of Management Committees).
- [x] 6 - Roles that are required under legislation, regulation or other instruments, unless otherwise specified (includes statutory roles, Authorised Officers under PID and senior decision makers)
- [ ] 7 - Providing ministerial, parliamentary and media liaison services
- [ ] 8 - Work regarding national security matters classified at the Protected level and above
- [ ] 9 - Leading establishment of Cth agreements and international engagement (setting agenda and direction, negotiating, submitting advice to government, and signing agreements)
- [ ] 10 - Making decisions under legislation
- [ ] 11 - Undertaking procurement and managing contracts
- [ ] 12 - Undertaking standard cost benefit analysis (excluding major capital, infrastructure, complex IT, and secure assets such as defence)
- [ ] 13 - Delivering programs and managing grants
- [ ] No - the work is not part of a core work category

If your procurement is for a non-consultancy procurement, please select one or more of the reasons why you are progressing.
For core work, use of external workers is only appropriate if at least one of the options to select is true.

More information is available soon at Workforce Planning page

- [ ] APS recruitment processes have been unsuccessful or are unlikely to be successful. (e.g. due to a competitive labour market and skills shortages. This may apply, for instance, if a current or recent recruitment round has not attracted suitable candidates for a similar vacancy.)
- [ ] There are genuine periods of high demand for staffing beyond what should be reasonably expected of an agency that are also unlikely to reoccur in future. APS employees should still be the first resort in this circumstance.
- [ ] There is a temporary need to backfill a vacancy to meet critical business needs, pending a recruitment process or while APS capability uplift is underway.

If your procurement is for a consultancy procurement, please select one or more of the reasons why you are progressing.
For core work, use of consultants is only appropriate if at least one of the options to select is true.

More information is available soon at Workforce Planning page

- [x] There is a need for independent research or assessment (for example, due to requirements in legislation or an assurance need) and it cannot be sourced from within the APS. This should be used on a one-off or limited basis.
- [ ] There is a temporary need for specialised or professional skills, at a level that would be inefficient to retain internally. That is, there is not an enduring demand for the skill.
- [ ] There is a genuinely urgent and/or unforeseen need for a skill or capability in an area that is an enduring function, and extra support is needed while capability building or recruitment processes are underway.

Each external worker procurement must be associated with the best fit APS Job Role. The details will be used for reporting and workforce planning.
See APSC Job Family Framework to find the correct Job Role.

(required)

Auditor

1.Procurement Training

Have you completed the 'Supporting Indigenous Businesses and their Communities: an Introduction to the Commonwealth Indigenous Procurement Policy' training on LearnHub in the last 12 months?

Under the Accountable Authority Instructions 2.1.13, prior to undertaking any procurements valued at $10,000 or above you must have completed the 'Supporting Indigenous Businesses and their Communities' and 'Introduction to Procurement' training on LearnHub in the last 12 months.

(required)

◉ Yes ○ No

Clear selected answer

Provide the date you completed the IPP training on LearnHub

(required)

9/04/2024

Have you completed the "Introduction to Procurement" training on LearnHub in the last 12 months?

(required)

◉ Yes ○ No

Clear selected answer

Provide the date you completed the Introduction to Procurement training on LearnHub

(required)

10/02/2025

2. Procurement Details

HPE Content Manager File Number
Enter the HPE Content Management Number where Procurement Documents will be stored in accordance with CPRs 7.2-7.5:

ESE25/7206

Records

7.2 *Officials* must maintain for each *procurement* a level of documentation commensurate with the scale, scope and risk of the *procurement*.

7.3 Documentation should provide accurate and concise information on:

a. the requirement for the *procurement*;

b. the process that was followed;

c. how value for money was considered and achieved;

d. relevant approvals; and

e. relevant decisions and the basis of those decisions.

7.4 *Relevant entities* **must** have access to evidence of agreements with suppliers, in the form of one or a combination of the following documents: a written contract, a purchase order, an invoice or a receipt.

7.5 Documentation **must** be retained in accordance with the *Archives Act 1983*.

(required)

Important Note

HPE Content Manager file number should be used as the Procurement Reference Number in all procurement documentation. For assistance using HPE Content Manager, please the Information Management Intranet Page.

HP Records

- You must save the approved Procurement Plan in the relevant HP Records Manager file (and/or create a file for this purpose) in accordance with the Practical Guide: Record Keeping in Procurement
- The HPE Content Manager file number should also be used as the Procurement Reference Number in all procurement documentation.

Procurement Title
Provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates. Do not use acronyms.)

(required)

2024-2025 School Audits

Total Estimated Value (GST inclusive)
Note: This is an **estimation** of the expected **maximum value** of the procurement.

(required)

$577,500.00

The estimated value of the proposed procurement is over $400k, please contact the **Financial Viability Team** to inform them of your intention to approach the market with an RFT/RFQ. It is important that you advise the Financial Viability Team as early as possible in your planning for any upcoming purchasing activity. Your notification will enable the allocation of resources to undertake the Financial Viability (Financial and Credential) assessment.

Important Note: To accurately estimate the total value of the procurement, you must include any extensions, options, renewals, GST, applicable fees, licenses, support costs and end of life disposal cost etc.

How was the value estimated?
Provide additional information on how the value was estimated, as needed, to satisfy the Delegate that the estimate is appropriate to the procurement.

(required)

Value is based on previous reasonable assurance engagements and limited assurance engagement audits undertaken by independent auditors engaged by the department using the standard of reasonable assurance engagement ASA310 Compliance Engagements.
s 47E(d)

3. Required Goods or Services

Select from the below list of the most common United Nations Standard Products and Services Code titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description. Note that for all ICT procurements, including hardware, software, ICT consultancy services or contractors, you will also need to complete an ICT Sourcing Request.

Select the category of goods or services that you require
(required)

Audit services

Clear selected answer

Is your requirement primarily for Services?
Select "Yes" for services or "No" for goods
(required)

(•) Yes ( ) No

Clear selected answer

Please include your Statement of Requirements (SOR) and deliverables
Provide appropriate background information to demonstrate to the Delegate why the particular good or service is required and how it will contribute to business outcomes.

(required)

The agency requires Service Provides to conduct limited assurance engagement audits and reasonable assurance engagement audits on approved authorities (AAs) for schools.
The AAs:

- may operate one or multiple schools
- vary in sizes from small through to large
- be located across Australia, in metropolitan, regional or remote areas and travel to and from the AAs location/s may be required.
- The service provider will undertake limited assurance engagement audits and/or reasonable assurance engagement audits. This may be one or more such audits.

On or about the Contract Start Date, the Service Provider will be advised by the Agency of the approved authorities in relation to which the Service Provider will be contracted to undertake limited assurance engagement audits and/or reasonable assurance engagement audits in accordance with this Statement of Works.
Matters to be considered by the audit
The audit is to assess for 2023 and 2024 (or earlier specified period), the AA's compliance with each of the following key requirements of the Australian Education Act 2013 (the Act), and the Australian Education Regulations 2023 (The Regulations) and also the:

- Not-for-profit (subsection 75 (3) of the Act and section 26 of the Regulation and Regulations) - the AA does not conduct any school on a for-profit basis.
- Financial Viability (subsection 75 (4) of the Act and section 27 of Regulation and Regulations– the AA is financially viable.
- Fit and proper person requirement (subsection 75 (5) of the Act and section 28 of the Regulation and Regulations) – the management and governance of the entity are fit and proper and the key individuals are fit and proper.
- Use of Funds – use of Australian Government recurrent funding (subsection 78 (2) (a) of the Act and subsection 29 (1) of the Regulation and Regulations) – Australian Government funding must be spent or committed in the year provided and be used to provide school education.
- Financial accountability/record keeping (section 78 of the Act and section 37 of the Regulation and Regulations) – the AA maintains records relating to its compliance with the Act, the financial administration of the AA, the financial administration of the school and capital expenditure relating to the school.
- Other matters such as conflict of interest, related party transactions and arrangements, service agreements, financial management, board governance and the AA's constitution, NCCD compliance and compliance with ongoing policy requitements in the Act (s77).

s 47E(d)

Is your procurement for services directly to children?
Have you completed the mandatory Commonwealth Child Safe Framework training on Learnhub? If not, please complete the training before proceeding with your procurement.

(required)

◯ Yes ◉ No

Clear selected answer

Will the goods or services include activities that involve contact with children that is a usual part of, and more than incidental to, the funded activity?
(required)

◯ Yes ◉ No

Clear selected answer

4. Consultancy Services

Does this procurement meet the criteria of a 'Consultancy Service'?

If you are unsure what classifies as a consultancy arrangement, refer to the Procurement for Consultancy Contracts page.

Tick the criteria that apply to your proposed arrangement?

- [x] Will the services involve the development of an intellectual output that will assist the department's decision-making?
- [x] Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
- [x] Is the independent intellectual output the sole or majority element of the proposed services?

If you answered 'Yes' to the three questions above, then your proposed procurement is a **consultancy**.

You must obtain approval from the relevant Deputy Secretary prior to approaching the market.

Is your proposed arrangement a consultancy?
(required)

(•) Yes ( ) No

Clear selected answer

Reason for consultancy
(required)

Need for specialised or professional skills;
Need for independent research or assessment;
Skills currently unavailable within agency

Attach Prior Approval (if applicable)

Dep Sec signed_EC24-001902 - Signed 20240806-1200.04.pdf remove

5. Indigenous Suppliers

Will the goods or services will be delivered primarily in a remote area?
(required)

◯ Yes ◉ No

Clear selected answer

Important Note:

There are many capable Indigenous owned businesses listed on Supply Nation. Low value, low risk procurements are opportunities for the department to give small to medium Indigenous enterprises a chance to demonstrate and grow their business capability, so long as they offer value for money.

Were any suppliers identified?
(required)

◯ Yes ◉ No

Clear selected answer

Add attachments if needed

No uploaded files.

6. Procurement Method

If the procurement value is at or over $80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the Commonwealth Procurement Rules apply, unless you are applying a relevant Exemption. This threshold applies to all procurements (other than for construction services).

Identify which procurement method you propose to use:

Limited Tender (In accordance with paragraph 10.3 of the Commonwealth Procurement Rules (CPR))

Limited Tender (exemption under Appendix A of the Commonwealth Procurement Rules (CPR))

Open Tender via an existing Standing Offer Notice (also known as Panel Arrangements)

Open Tender via AusTender (which may include multi-stage procurements). The delegate must approve an Evaluation Plan before the Request for Tender is released.

(required)

- (●) Procurement process via a Panel Arrangement
- ( ) Limited Tender (In accordance with paragraph 10.3 of the Commonwealth Procurement Rules (CPR)).
- ( ) Limited Tender (exemption under Appendix A of the Commonwealth Procurement Rules (CPR))
- ( ) Open Tender via AusTender (which may include multi-stage procurements)

Clear selected answer

When conducting a procurement process via a panel arrangement (standing offer), you must use the following panel templates unless otherwise advised by Procurement:

- Request for Quote Template
- Work Order Template (sometime called Official Order)

Both templates are available on the AusTender Dynamic Sourcing 4 Panels (DS4P) portal. Please visit our Standing Offer (Panel Arrangements) for instructions on accessing and using DS4P.

If you have any issues with accessing the panel documents, please contact the Procurement Team for assistance.

Enter the Standing Offer Notice (SON): (required)

SON3751667

Describe how you will identify and select suppliers: (Your approach must be consistent with the procurement method selected.)
S 4.4 of the Commonwealth Procurement Rules

Achieving value for money

Achieving value for money is the core rule of the CPRs. Officials responsible for a procurement must be satisfied, after

reasonable enquires, that the procurement achieves a value for money outcome. Procurements should:

a. encourage competition and be non-discriminatory;

b. use public resources in an efficient, effective, economical and ethical manner that is not inconsistent with the policies of the Commonwealth3 ;

c. facilitate accountable and transparent decision making;

d. encourage appropriate engagement with risk; and

e. be commensurate with the scale and scope of the business requirement.

(required)

Responses to this RFQ will be evaluated against the following criteria:
The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.
The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work.
The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].
The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.
The extent to which the level and structure of fees proposed provides value for money for the Australian Government.

Provide Supplier/s to be approached
(required)

s 22

s 22 McGrathNicol Advisory
s 22

7. Procurement Timetable

Estimated procurement timetable

You must provide sufficient time for potential suppliers to prepare & lodge responses to an Approach to Market (ATM).

Note: Open tenders via AusTender (Request for Tender) must comply with the minimum time limits outlined in Division 2 of the CPRs. For multi-stage procurements, each stage must comply with the minimum time limits.

Approach to market date (dd/mm/yyyy)
(required)

17/02/2025

Closing date for responses (dd/mm/yyyy)
(required)

3/03/2025

Final date to evaluate responses (dd/mm/yyyy)
(required)

13/03/2025

Contract start date (dd/mm/yyyy)
(required)

19/03/2025

8. Contract

You must seek legal advice on your draft contract where you propose to:

- Change any standard terms and conditions in a Commonwealth or departmental template contract
- Are considering or entering into a non-Commonwealth contract or agreement (i.e. agreeing to a supplier's terms and conditions)
- The commitment has a value of $2 million or more (GST inclusive) - excluding Panel arrangements, or
- A contingency liability is included.

What terms and conditions will apply to the contract?
Standard contract terms from the Commonwealth Contracting Suite

Standard contract terms under the department's Long Form Services Contract (This contract may be used for procurements estimated at over $1 million)

(required)

- ○ Standard contract terms from the Commonwealth Contracting Suites
- ◉ Standard terms under a Deed of Standing Offer (Panel Arrangement)
- ○ Standard contract terms under the department's Long Form Services Contract
- ○ Non-standard or other contract terms and/or conditions

Clear selected answer

Will the contract have any extension options/clauses?
(required)

◉ Yes ○ No

Clear selected answer

Any extension option/s **must** be appropriately costed and included in the total estimated value of the procurement. Options to extend cannot be added later. If your contract does not contain an option to extend and there is a requirement for the continued supply of the goods or services, you will need to conduct a new procurement process

Provide details of extension option/s (eg. 1 x 6 month extension)
(required)

The Agency may extend the Contract for a period of three months by providing written notice to the S

For procurements resulting in contracts over $100,000, will there be any additional confidentiality provisions over and above the standard Commonwealth Terms and Conditions?
(required)

○ Yes ◉ No

Clear selected answer

Is legal advice required?
(required)

○ Yes ◉ No

Clear selected answer

9. Risk Assessment

All the risks relating to the procurement need to be captured in a risk plan in RiskNet2. If the risks cover activities that are part of a policy, project or program, these risks should be covered in a policy, project or program risk plan.

If the risks are not covered as part of a policy, project or program, these risks should be covered in either a Procurement, Contract Management, Events or Contingent Liabilities risk plan.

Risks are likely to change throughout the lifecycle of the procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure changes.

Should you have any questions relating to your Risk Assessment, please contact the Risk team.

Have you completed a Risk Assessment? You can only select 'No' if the estimated value of your procurement is less than $80,000 (GST incl).
(required)

◉ Yes
○ No

Clear selected answer

RiskNet 2.0 Plan ID
(required)

002414

Is there anything further you would like to add?
(required)

○ Yes ◉ No

Clear selected answer

10. Reallocate or Submit to Delegate

Do you need to have this application reviewed by your Line Manager?
"Please note, if a FAS or DS is the approving delegate, this must be sent to their EO as the reviewing official"
(required)

◉ Yes ○ No

Clear selected answer

Please select your **Line Manager / Reviewing Official / Executive Officer (EO)** in the Delegate Details section below and **Submit.**

Submission

Submitted on 20 Feb 2025 15:26 by

s 22

Delegate Details

Line Manager / Reviewing Official / Executive Officer (EO)

s 22 Jane Mitchell

Outcome: **(pending)** Effective: **(pending)** Recorded: **(pending)**

Approving Authority (required)

s 22 Fabian Harding

Outcome: **(pending)** Effective: **(pending)** Recorded: **(pending)**

By submitting this form, you are confirming the information provided to the Delegate is correct and that you are aware of your obligations under the Commonwealth Procurement Rules, (CPRs), Accountable Authority Instructions (AAIs) and Section 23(1) of the *Public, Governance, Performance and Accountability (PGPA) Act 2013*.

s 47E(d)

Pages 445- 452 deleted under sections 47E(d) and 22 of the FOI Act

CONFIDENTIALITY DEED POLL

THIS DEED POLL is made on the 14 day of March 2025

BY: (Print name) s 22

Of: (Print address) s 47F (the "Participant")

FOR THE BENEFIT OF: The Commonwealth of Australia through its Department of Education ("the Department")

A. The Participant is performing duties associated with the Department's tender process for the provision of the 2025 school audit program Services (the "Tender Process").

B. The Participant will access Confidential Information during the Tender Process.

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

(a) is by its nature confidential;
(b) was obtained as a consequence of assisting the Department with the Tender Process;
(c) is designated by a tenderer or the Department as confidential; or
(d) the participant knows or ought to know is confidential;

but does not include information that is:

(e) in the public domain (other than due to a breach of this Deed);
(f) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
(g) has been independently developed or acquired by the receiving party; or
(h) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

THE PARTICIPANT makes the following undertakings knowing the Department relies on those undertakings.

1. UNDERTAKINGS

The Participant undertakes in respect of the Confidential Information:

(a) to keep it secret;
(b) to use it solely for the Tender Process;
(c) to notify the Department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;
(d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of the Tender Process;
(e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the Department (unless authorized to do so);
(f) to obey the directions of the Department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the Department
(g) to immediately notify the Department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Tender Process, and
(h) to return the Confidential Information and all copies, notes and other records of the Confidential Information to the Department immediately on request.

2. ACKNOWLEDGMENT OF DUTY

The Participant acknowledges that:

(a) the obligation to keep the Confidential Information secret continues after the end of the completion of the Tender Process and the Participant's working with the Department;
(b) he or she may additionally owe duties of confidentiality to third parties that have provided information to the Department on a confidential basis;
(c) this Deed does not provide for any change in the ownership of the Confidential Information;
(d) the *Criminal Code Act 1995 (Cth)* provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and
(e) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the *Criminal Code Act 1995 (Cth)*.

3. APPLICABLE LAW

The law applicable in the Australian Capital Territory will govern this Deed.

4. CONTINUED EFFECTIVENESS OF THIS DEED

Each of the obligations of this Deed shall remain an independent and on-going obligation and will continue as such after execution of this Deed.

EXECUTED AS A DEED
SIGNED, SEALED AND DELIVERED

On the 14 day of March **2025**

Signature s 22

By s 22
(Print full name)

in the presence of: s 22 s 47F
s 22

s 47E(d)

Pages 455- 466 deleted under section 47E(d)

Tender Registration Form

RFQ/REOI NAME	CLOSING DATE	OPENING DATE
RFx 2024 2025 School Audit	4pm (AEDT) 13 March 2025	14 March 2025

Note: Opening and registering process was undertaken via MS Teams as panel chair WFH. Electronic initials have been added to each of the tender submission douments where able to or in the title of the document when saved.

Reg. No.	Respondent	Address	Contact person & contact number	Comments (Note here if response was late or if there is a compliance issue)
1	McGrathNicol	McGrathNicol Level 9, 60 Marcus Clarke Street Canberra ACT 2601	s 47F	N/A

s 22

s 22

	NAME		SIGNATURE	INITIALS	AGS No.
Officer 1	s 22				s 22

s 22

Officer 2

s 22

s 47E(d)

Pages 470- 478 deleted under sections section 47E(d) of the FOI Act

Australian Government
Department of Education

Australian Education Regulations 2023

2025 Annual Audit Program

APPOINT AUTHORISED PERSONS

Determination 2025-31

I, s 47F , delegate of the Minister for Education, for the purposes of section 33 of the Australian Education Regulations 2023 (the Regulations), appoint the following persons as authorised persons for the purpose of section 39 of the Regulations.

I am satisfied that the following persons have suitable qualifications and/or experience to be authorised persons for this purpose.

Name	***Position***	***Contractor agency***
s 47F		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol
		McGrathNicol

The appointment takes effect from 19 May 2025 and ends on 30 June 2025.

s 22

s 47F

Compliance and Reviews
Schools Assurance Branch
Funding and Data Collection Division
19 May 2025

Schedule 6A – Order Variation Template

Parties

A. Commonwealth of Australia as represented Department of Education ABN 12 862 898 150 (**Agency**); and

B. McGrathNicol Advisory ABN 34 824 776 937 (**Service Provider**)

Recitals

A. The Agency and the Service Provider are party to an Order (ESE25/7206) dated 16 May 2025 for the provision of financial management advisory services, financial and performance audits and investigations.

B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	**Order Variation number**	Order variation 1
2.	**Raised by**	Department of Education
3.	**Details of change (use attachments if required)**	The original order end date of 30 June 2025 has been changed to 31 July 2025. This will allow additional time for the Department of Education to review the final audit reports provided by the supplier and raise any clarifications with the Service Provider.
4.	**Implementation date of variation**	20 June 2025
5.	**Effect on services**	Nil
6.	**Plan for implementing the change [if any]**	Nil – as per Schedule 6 – Order Template
7.	**Effect on price [if any]**	No change to the Official Work Order. Total value is capped at $277,005 (GST inclusive).
8.	**Effect on service levels [if any]**	Nil
9.	**Other relevant matters (e.g. transitional impacts)**	Nil

Variation to Order:

Agency	Department of Education
Name (print)	s 47F
Position	Compliance and reviews, Schools Assurance Branch
Signature	s 22
Date	20 June 2025

Service Provider	McGrathNicol Advisory
Name (print)	s 47F
Position	
Signature	
Date	20 June 2025

Introduction

- Team Introductions
  - Roles –
    - s 47F
    - s 22 contract manager, first contact throughout the audits.
    - Case officers – each audit to be allocated to a case officer, Mat will bring case officer into any relevant discussion as audits progress and case officer will also likely review draft report.
- Section 33
    -
- Updates
  - Weekly verbal updates (regular time can be set up)

- Reporting
  - Draft reports can be received as completed "rolling reviews"

- AA information – Pack for auditors
  - Background report has been prepared for each AA. To be included in the pack for each AA along with AFS, constitution and any other relevant compliance information.
- Focus areas
  - Includes small schools (less that 50 students) and "mixed purpose AA's" e.g. vocational education and school education.

- **Census PE**
  - Some schools have also been included in the Census PE this year – noted in background report.
  - Census PE – School Census in Aug each year, self reported. Census PE is an assurance activity (random and targeted selection of AA's) for review of enrolments.
  - Some conversation may be initiated by AA's regarding this – separate process – reach out to relevant teams in department to discuss.

s 22

s 22

Pages 483- 488 deleted under sections 47E(d), 47F and 22 of the FOI Act

Australian Government
Department of Education

Conflict of Interest Declaration Form

(Specified Personnel of Outsourced Service Providers including consultancies)

1. Definitions

For the purposes of this Conflict of Interest Declaration Form, these terms have the following meaning:

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Declarant which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;

Contract means the contract between the Supplier and the Customer described in section 3 of this declaration below;

Customer means the Commonwealth of Australia as represented by the Department of Education;

Declarant or **I** refers to the person described in section 2 of this declaration below;

Services means the services to be delivered by the Supplier to the Customer under the Contract;

Specified Personnel means the personnel set out in item 9 of the Contract who are to perform all or part of the work constituting the Services on the Supplier's behalf; and

Supplier means the entity engaged by the Customer to deliver Services under the Contract.

2. Declarant's Details

s 47F

Full Name:	
Email Address:	
Contact Number:	

3. Contract Details

Contract no. or Content Manager file no.:	
Supplier:	**McGrath Nicol Advisory**

4. Declaration

I declare that:

☑ The Specified Personnel do not have any matters that would give rise to a Conflict of Interest.

OR

☐ Specified Personnel have matters that may give rise to a Conflict of Interest (listed in section 5).

I further declare that I have advised the Specified Personnel that they must make a further declaration to the Supplier as soon as practicable should any Conflict of Interest arise during the period in which I/they are required to perform as Specified Personnel in relation to the provision of Services by the Supplier under the Contract. I/the Specified Personnel agree to comply with any direction given by the Customer in relation to the management of such Conflict of Interest.

The Specified Personnel have read, understood, and will comply with the requirements of the department's Conflict of Interest Policy and Fraud Control Policy (as amended from time to time).

Name of Specified Personnel	Signature of Specified Personnel	Job Role (please select the best fit for your role from the *APS Job Role* column in this spreadsheet). This is used for internal departmental reporting
s 47F		

Supplier Endorsement

I warrant that I am a person with the legal authority to bind the Supplier named above.
The Supplier warrants, in relation to the Declarant/s that to the best of its knowledge, after making diligent inquiry, and as of the date set out below:

☐ no Conflict of Interest exists or is likely to arise in the performance of the Services; or
☐ the only Conflict of Interest that exists is as described in section 5 below.

s 47F		
s 47F	Signature of Endorser	23 May 2025

5. Declared Conflicts of Interest

[Name of Specified Personnel] has declared the below Conflict of Interest/s:

I. [description]
II. [description]
III. [description]
IV. [description],

and, in order to manage the Conflict of Interest described above, I have implemented the following mitigation strategies:

[description].

47G

Pages 491- 501 deleted under sections 47F and 47G of the FOI Act