



Part A Conditions and Statement of Requirements

Request for Proposal

August 2022

RFT-10052511

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The Independent Pricing and Regulatory Tribunal (IPART)

IPART is a NSW government agency. We are an independent pricing regulator for water, public transport, local government, as well as the licence administrator of water, electricity and gas and the scheme administrator and regulator for the Energy Savings Scheme. IPART also undertakes reviews and investigations into a wide range of economic and policy issues and perform a number of other roles at the NSW Government's request.

We make the people of NSW better off through independent decisions and advice. IPART's independence is underpinned by an Act of Parliament. Further information on IPART can be obtained from IPART's [website](#).

Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

Request For Proposal (RFP)

Part A – Conditions and Statement of Requirements

RFP title:	Outsourcing ICT Services (OITS)
RFP number:	RFT-10052511
RFP invitation issue date:	31/08/2022
RFP lodgement:	https://tenders.nsw.gov.au
RFP closing date:	10/10/2022
Contact officer:	Elisse Lai
Contact officer's email address:	procurement@ipart.nsw.gov.au

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1 Scope of RFP

1.1 Introduction

This RFP (RFT-10052511) is the second stage of the procurement process, seeking proposals from shortlisted suppliers from stage 1 (Expression of Interest) to supply the Goods/Services described in the Statement of Requirements (Appendix A) in these RFP Conditions and Statement of Requirements.

1.2 Background

IPART's contract with the existing provider of technology management and ICT service support is due to expire in 2023.

IPART wishes to procure ICT services that provide similar or better service than those already in place and in operation. These services are expected to take the form of, but not limited to, Platform as a Service (PaaS), Software as a Service (SaaS) and professional services. For further details, please see Appendix A – Statement of Requirements.

1.3 Contract and Duration

The Customer proposes to enter into an agreement with the successful Respondent(s) for the provision of supplying Platform as a Service (PaaS) and additional ICT Services.

The RFP is issued under the ICT Service Scheme and ICT Purchasing Framework. The successful Respondent will be engaged using the ICT Agreement under the MICTA/ICTA contracting framework. A draft ICT Agreement (**Agreement**) is provided in Part C (Agreement).

It is envisaged that the Agreement will be in place for a term of three years, with options to renew for a further two periods of one year.

1.4 Appointment of suppliers

The Customer reserves the right to appoint more than one supplier under the proposed Agreement to provide the Goods/Services.

1.5 Value for Money – Saving Targets

The NSW Government has reviewed its procurement model. The current model:

- a. allows for contemporary means of sourcing goods and services;
- b. brings NSW Government contracts in line with modern practice;

- c. expands the ways that small and medium enterprises (SMEs) can gain opportunities to supply to the NSW Government; and
- d. introduces innovation into government procurement to stimulate a more vibrant NSW economy.

1.6 Value for Money – Saving Targets

Procurement activity needs to consider the total value derived by Government over the life of a contract/strategy.

1.7 NSW Government Small and Medium Enterprise and Regional procurement Policy

The NSW Government [Small and Medium Enterprises and Regional Procurement Policy](#) applies to this RFP.

Respondents are required to:

- Submit an SME and Local Participation Plan. This should contain achievable commitments as the Plan will be contractually binding on the successful Respondent.
- Report to the Customer (using the method directed by the Customer) at the end of each financial year quarter of the term, against the commitments in the SME and Local Participation Plan, including (but not limited to):
 - number of SME subcontractors, value of goods and services procured from SMEs, percentage of contract spend with SMEs
 - number of FTEs in NSW, value of goods and services procured in NSW, value of capital expenditure in NSW.

For all procurements above \$3 million, the Customer includes in the non-price evaluation criteria a minimum of 10% allocated to how potential suppliers will support the Government's economic, ethical, environmental and social priorities and a minimum of 10% allocated to SME participation.

1.8 Aboriginal Procurement Policy

The NSW Government [Aboriginal Procurement Policy](#) applies to this RFP. Respondents are required to submit a draft Aboriginal Participation Plan which may be combined with the SME and Local Participation Plan.

The Customer considers opportunities for Aboriginal participation in all major procurement activities over \$7.5 million (excl. GST) and documents these opportunities in their Aboriginal Participation Strategy.

2 RFP structure

2.1 Parts of RFP

This RFP comprises the following:

Part A – RFP Conditions and the Statement of Requirements

This document (PART A), which provides the terms, conditions and processes governing the proposal phase of the RFP.

The Statement of Requirements (Appendix A of this Part A) is a detailed description of the Goods/Services to be provided by the successful Respondent(s) including technical specification, service levels and performance framework. Taken together with the accepted parts of the Proposal Response, it will be reflected in the Agreement.

The Product Descriptions for the Goods/Services being procured are set out at Appendix B of this Part A. The proposed minimum Service Levels are set out in Appendix C of this Part A.

Part B – Proposal Response

This document is to be completed and submitted by the Respondent in response to the RFP to enable the Customer to evaluate the Respondent's offers.

Part C – Agreement

The Agreement contains the terms and conditions proposed to be entered into between the successful Respondent/s and the Customer for the provision of Goods/Services. The Customer may propose changes to the Agreement after considering the successful Respondent's Proposal.

2.2 Information supplied

The information contained in the Statement of Requirements has been provided with due care and is intended only to provide guidance to Respondents. The Customer does not guarantee the Statement of Requirements as being accurate for future needs and expenditure by the Customer.

The Customer is committed to engaging Suppliers who are able and willing to continually improve their performance during the term of the Agreement.

3 Electronic Business

The use of electronic commerce is a requirement under the Agreement.

4 Proposal Preparation

4.1 Respondent to inform itself

Before submitting its Proposal, a Respondent must:

- a. examine all information relevant to the risks and contingencies and other circumstances influencing its Proposal; and
- b. satisfy itself:
 - i. that the Proposal meets the Statement of Requirements and all information and material, including the price offered, is true and correct; and
 - ii. that it is financially and practically viable for it to enter into and perform the Agreement.

4.2 Pricing

Respondents must complete the pricing schedule in Part B (Proposal Response).

4.3 Calculating the proposal price

4.3.1 The proposal price must:

- a. be in Australian dollars
- b. cover all costs of performing the Services and
- c. be inclusive of GST if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Proposals.

4.4 Price basis

4.4.1 The pricing schedule has been created in line with the product descriptions. Respondents to propose a firm price for the package of services requested through this RFP. Respondents are also required to provide unit prices for various Goods/Services elements. These will form the basis of any future Goods/Service variation and will enable the Goods/Services in the contract to expand and contract alongside IPART's consumption needs.

4.4.2 The Customer will consider offers in which the price is firm for the whole of the Agreement. Respondents may propose annual adjustments, in line with CPI, to both the firm contract price and the various unit prices.

4.4.3 The tendered rates will be regarded as firm for the duration (including any renewal options) of the Agreement (refer clause 1.3).

4.5 Assumptions made by Respondent

Where a Respondent has made assumptions in preparing its Proposal, such assumptions must be set out in Part B - Returnable Schedule.

5 Eligibility to Respond

5.1 Legal Entity of Respondent

- 5.1.1 Proposals must be submitted by a legal entity or, if a joint proposal, by legal entities, with the capacity to contract. The Customer will only enter into an Agreement with a legal entity/entities.
- 5.1.2 The Customer may ask a Respondent to provide evidence of its legal status or capacity to contract. If Proposals from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.

5.2 Financial capacity

The Customer reserves the right to reject any Proposal if it forms the view, in its discretion, that the Customer judges the Respondent does not have appropriate financial capacity.

5.3 ABN Requirements

Respondents must have an ABN and be registered for GST. These details must be stated in Part B (Proposal Response).

6 Proposal Process

6.1 Provisional RFP Program

Below is the Customer's provisional RFP program. The Customer may, at its absolute discretion, amend the provisional RFP program.

Milestone	Date
RFP issue	31 August 2022
Respondent briefing	9 September 2022
RFP close date	10 October 2022
Contract award	Early March 2023

6.2 Respondent Briefing

A Respondent briefing will be held on the date, time, and place, indicated below. The contact officer(s) of the Customer will be available at that time to answer any queries regarding this RFP and the RFP process generally. Names of persons attending the Respondent briefing should be provided to the contact officer at least 3 working days prior to the date.

Location:	Microsoft Teams Join on your computer or mobile app Click here to join the meeting
Date:	Friday, 9 September 2022
Time:	10:00 AM – 11:30 AM

6.3 Proposal Lodgement

- 6.3.1 Proposals must be submitted electronically to the electronic proposal box for this RFP via [NSW Government eTendering](#). The lodgement can only be made by a registered system user of the [NSW Government eTendering](#) system.
- 6.3.2 Detailed information of how to use the NSW Government eTendering system is available through the [help link](#) on NSW eTendering.
- 6.3.3 Proposals (including all supporting information, if any) must be fully received by the Closing Date and Time. Respondents must complete the entire Part B (Proposal Response) document and must not amend any of the questions provided. Prices, responses and other information provided in the Proposal must be in writing and in English.
- 6.3.4 Respondents should notify the contact officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFP and/or its Proposal.

6.4 Electronic Proposals

- 6.4.1 Proposal to be submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000*.
- 6.4.2 A Respondent, by electronically lodging a Proposal, is taken to have accepted conditions detailed in this RFP and on the [NSW Government eTendering](#) website
- 6.4.3 Electronically submitted proposals may be made corrupt or incomplete, for example by computer viruses. The Customer may decline to consider or accept a Proposal that cannot be effectively evaluated because it is incomplete, or the files are corrupted. Respondents must not include any macros, applets, or executable code or files in Part B (Proposal Response). Respondents should ensure that electronically submitted files are free from viruses by checking the files with an up-to-date virus-checking program before submission.
- 6.4.4 The Customer will not be responsible in any way for any loss, damage or corruption of electronically submitted Proposals.

6.5 Proposal Validity Period

A Proposal will remain open for Acceptance by the Customer for a period of six (6) months from the Closing Date and Time.

6.6 Extension of Closing Date and Time

The Customer may, in its discretion, extend the Closing Date and Time by issuing an Addendum.

6.7 Addenda to the RFP

- 6.7.1 The Customer may, in its sole discretion, amend the RFP before or after the Closing Date and Time by issuing an Addendum. In each case, an Addendum becomes part of the RFP. It is the responsibility of all Respondents to verify if any Addenda is issued prior to the Closing Date and Time, and to read such Addenda, and if necessary, to respond to the Addenda even if a Proposal has already been submitted by the Respondent. Failure to respond to the Addenda may mean that the Proposal is a Non-Conforming Proposal.
- 6.7.2 If the Addendum is issued after the Closing Date and Time, only Respondents that have responded to the RFP will be notified of the Addendum and given an opportunity to amend their Proposal.
- 6.7.3 Respondents must check the [NSW Government eTendering](#) system and download the Addendum.

6.8 Late Proposals

A Proposal (including a Proposal which is only partly received by the Closing Date and Time) that is received after the Closing Date and Time will not be considered by the Customer, unless the Customer is satisfied that the integrity and competitiveness of the RFP process has not been compromised. The Customer will not penalise any Respondent whose Proposal is received late if the delay is due solely to mishandling by the Customer.

6.9 Costs of Respondent participating in the RFP

The Respondent acknowledges that the Customer will not be liable for any fees, expenses or costs incurred by it as a result of its participation in this RFP, including where the RFP has been discontinued.

6.10 Use of Proposals

By submitting the Proposal, the Respondent authorises the Customer to use and make copies of the Proposal (including providing access to the Proposal to any third parties) for any purpose related to this RFP, and for the Customer's internal procurement purposes.

6.11 Variations to Proposals

- 6.11.1 Subject to clause 6.11.2, at any time after the Closing Date and Time, and before the Customer Accepts any Proposal (executes the Agreement), a Respondent may, vary its Proposal by:
- a. providing the Customer with further information by way of explanation or clarification;
 - b. correcting a mistake or anomaly; or
 - c. documenting changes to the Proposal agreed by the Customer.
- 6.11.2 Such a variation may be made either:
- a. at the request of the Customer, or
 - b. with the consent of the Customer at the request of the Respondent, but only if:
 - i. in the case of variation requested by the Respondent under clause 6.11.1a or 6.11.1b, the Customer considers it reasonable in the circumstances to allow the Respondent to provide the further information or correct the mistake or anomaly; or
 - ii. in the case of variation requested by the Respondent under clause 6.11.1c, the Customer has confirmed that the requested changes reflect what has been agreed.
- 6.11.3 If a Proposal is varied in accordance with clauses 6.11.1a or 6.11.1b, the Customer will provide all other Respondents with the opportunity of varying their Proposals on the same grounds.

- 6.11.4 A variation of a Proposal under clause 6.11.1 will not be permitted if in the Customer's view:
- a. it would substantially alter the original Proposal; or
 - b. in the case of variation under clauses 6.11.1a or 6.11.1b, it would result in the revising or expanding of a Proposal in a way that would give a Respondent an unfair advantage over other Respondents.

6.12 Conformity of Proposals

The Customer seeks Conforming Proposals. Non-Conforming Proposals may be excluded from the proposal process without further consideration at the Customers discretion.

6.13 Alternative Proposals

Respondents may, if they choose, submit an Alternative Proposal. An Alternative Proposal must be clearly marked "Alternative Proposal". As Alternative Proposals can be hard to evaluate equitably, IPART reserves, with absolute discretion, the right to exclude any Alternative Proposals.

6.14 Corruption or Unethical Conduct

- 6.14.1 Respondents must comply with the requirements of the [Supplier Code of Conduct](#) and disclose any perceived, actual or potential conflicts of interests in Part B (Proposal Response).
- 6.14.2 If a Respondent, or any of its officers, employees, agents or subcontractors is found to have:
- a. offered any inducement, rebate, uncommercial/inflated pricing or reward to any public servant or employee, agent or subcontractor of the Customer or the NSW Government in connection with this RFP or the submitted Proposal;
 - b. committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
 - c. a record or alleged record of unethical behaviour; or
 - d. not complied with the requirements of the Supplier Code of Conduct.
- this may result in the Proposal not receiving further consideration.
- 6.14.3 The Customer may, in its discretion, invite a Respondent to provide written comments within a specified time before the Customer excludes the Respondent from the RFP under clause 6.14.2.
- 6.14.4 If the Customer becomes aware of improper conflict of interests by a successful Respondent after an Agreement has been executed, then the Customer reserves the right to terminate the Agreement, including any orders placed under that Agreement.

6.15 NSW Government Procurement Policy Framework

- 6.15.1 In submitting its Proposal, the Respondent agrees to comply with the [NSW Government Procurement Policy Framework](#) for the duration of any subsequent Agreement that is awarded.
- 6.15.2 If any Respondent fails to comply with these requirements, the Customer may take such failure into account when considering the Proposal or any subsequent Proposal submitted by the Respondent and may result in the Proposal being rejected.

6.16 Evaluation Process

- 6.16.1 Proposals will be assessed against the evaluation criteria listed below in order of relative importance of each criterion. Information supplied by the Respondent in its Proposal will contribute to the assessment against each criterion.
- 6.16.2 Respondents are advised to respond clearly to all the evaluation criteria listed in this RFP. Proposals that do not include a fully completed Part B (Proposal Response), in particular those proposals which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic proposals that cannot be effectively evaluated because the file has become corrupt, may be excluded from the proposal process without further consideration at the Customer's discretion.
- 6.16.3 The Customer may assess an Alternative Proposal against the evaluation criteria where possible.

6.17 Evaluation Criteria

Proposals will be evaluated by IPART having regard to the price and non-price criteria set out in this section:

Table 6.1 Mandatory Requirements (Pass or Fail)

Criteria	Relevant Response Schedule (Part B) Section
Compliance with applicable NSW Procurement Policies	Returnable Schedule 2 - 2.1
Compliance with applicable legislation and standards - <i>Work Health Safety Regulation 2017</i> - <i>Workplace Injury Management and Workers Compensation Act 1998</i>	Returnable Schedule 2 - 2.2 & 2.3

Table 6.2 Qualitative evaluation criteria

Criteria	Weighting	Relevant Response Schedule (Part B) Section
Approach to Providing the Services – Proposed Solution	15%	Returnable Schedule 3 - 3.1.1
Approach to Providing the Services - Service Levels	15%	Returnable Schedule 3 - 3.1.2
Approach to Providing the Services – Transition	10%	Returnable Schedule 3 - 3.1.3
Quality Assurance Programs in Place	10%	Returnable Schedule 3 - 3.2
Customer Data, Security and Privacy	10%	Returnable Schedule 3 - 3.3
Price Offer	25%	Returnable Schedule 3 - 3.4 and Appendix A

Criteria	Weighting	Relevant Response Schedule (Part B) Section
SME Participation	7.5%	Returnable Schedule 3 - 3.5 and Appendix B
Sustainability commitments	7.5%	Returnable Schedule 3 - 3.5 and Appendix B

6.18 Presentations by Respondent

The Customer may, in its discretion, during and as part of the evaluation process, invite any or some of the Respondents to make presentations regarding their Proposal. The Respondent shall make any presentations at its own cost. Receiving a presentation by a Respondent in no way represents a commitment by the Customer to accept any aspect of the Proposal. All information obtained during the presentations may be taken into consideration in the evaluation of the Proposal.

6.19 Acceptance or Rejection of Proposals

- 6.19.1 The Customer is not bound to Accept any Proposal if no Respondent has satisfied the evaluation criteria, or it is not in the public interest to award a contract.
- 6.19.2 If the Customer rejects all the Proposals received, it may invite fresh Proposals based on the same or different criteria (specifications and details contained in Alternative Proposals will not be used as the basis for the calling of new proposals).
- 6.19.3 The Customer expressly reserves the right to Accept, in its discretion, any Alternative Proposal or part of an Alternative Proposal.

6.20 Post Proposal Negotiations

Before making any determination as to acceptance or rejection of Proposals, the Customer may, at its discretion, elect to conduct limited negotiations with one or more Respondents, including those who have submitted Alternative Proposals, to mutually improve outcomes. The Customer expects that no substantial amendments will be required to the Agreement (other than those aspects of the Agreement marked as 'TBC').

6.21 Exchange of information between Government Agencies

- 6.21.1 By lodging a Proposal, the Respondent authorises the Customer to make information relating to the Proposal available, on request, to any NSW government agency. This includes information dealing with the Respondent's performance on any prior contract that has been awarded. Such information may be used by the recipient NSW Government agency for assessment of the suitability of the Proposal, for pre-qualification, selective tender lists, expressions of interest or the award of a contract.

- 6.21.2 The Respondent agrees that any information relating to the Proposal that is provided by the Customer to any other NSW Government agency is communication falling within section 30 of the [Defamation Act 2005](#). The Respondent shall have no claim against the Customer, the other NSW Government agency or the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

6.22 Method of Acceptance

Acceptance of a Proposal or part of a Proposal will be subject to the execution of the Agreement. Until the Customer and the successful Respondent(s) execute the Agreement there will be no legally enforceable agreement concluded between them.

6.23 Discontinuance of RFP process

Where the Customer determines that awarding a contract would not be in the public interest or no Respondent has satisfied the evaluation criteria, or otherwise in its absolute discretion, the Customer reserves the right to discontinue the RFP process at any point, without making a determination regarding Acceptance or rejection of Proposals.

6.24 Disclosure of information

Following the Customer's decision, all Respondents will be notified in writing of the outcome of their Proposals. Details about the successful Proposal and the outcome of the RFP process will be disclosed in accordance with the [Government Information \(Public Access\) Act 2009](#).

6.25 Complaints Procedure

- 6.25.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from responding or unfairly disadvantaged by the RFP it is invited to write to:

Chief Procurement Officer

PO Box K35, Haymarket Post Shop, NSW 1240

7 Intellectual Property and Copyrights in this RFP

- 7.1.1 All Intellectual Property Rights in this RFP and any documents provided to Proponents as part of the RFP process (**Information Documents**) are owned by and will remain the property of IPART and its licensors. IPART gives Proponents no rights in this RFP or the Information Documents. Proponents must not copy, use or otherwise deal with this RFP or the Information Documents, except as reasonably necessary for Proponent to respond to this RFP, unless IPART gives prior written consent.
- 7.1.2 Upon submission in accordance with the requirements of this RFP, all Proposals (whether in in paper or electronic form) will become IPART property.

Proponents (or their licensors) will retain all Intellectual Property Rights contained in the Proposals. Each Proponent grants to IPART a royalty-free, perpetual and irrevocable licence to use, copy, reproduce, adapt and modify their Proposal for any purpose related to the RFP, including for the purpose of evaluating Proposals and the preparation of associated agreements.

IPART will retain copies of Proposals, evaluation information and other materials as required by IPART or NSW Government policies and processes.

8 Key Terms

Unless the context indicates otherwise, where a term is defined in the Agreement and is used in this Part A (RFP Conditions and Statement of Requirements) or Part B (Proposal Response) of this RFP, it shall have the same meaning as set out in the Agreement. Otherwise, the following terms used in Parts A or B of this RFP, have the meaning set out below.

ABN means an Australian Business Number as provided in the GST Law.

Acceptance/Accept means the award and execution of a contract for the Goods/Services based on a preferred/successful Proposal.

Addendum means an addendum, addition or variation to this RFP made by the Customer before or after the Closing Date and Time.

Agreement means the proposed agreement to be entered into between the Customer and the Supplier(s) for the provision of Goods/Services described in clause 1.3 of this RFP and set out in Part C.

Alternative Proposal means a Non-Conforming Proposal that is intended to offer a different method of meeting the object and intent of the Statement of Requirements.

Closing Date and Time means the closing date and closing time for receipt of Proposals, as specified on the cover page of this RFP, or as amended by an Addendum.

Conforming Proposal means a Proposal that:

- a. is in the prescribed form;
- b. conforms to the Statement of Requirements;
- c. substantially conforms to the terms and conditions contained in Part C (the Agreement);
and
- d. substantially conforms to all the other stated requirements of this RFP.

Customer means IPART.

Goods/Services means the goods or services sought under this RFP, as detailed in the Statement of Requirements at Appendix A of this Part A.

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST Law means any law imposing a GST and includes *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or if that Act does not exist, means any Act imposing, or relating to a GST and any regulation made under those Acts.

Non-Conforming Proposal means a Proposal that is not a Conforming Proposal.

IPART

Proposal means Part B (Proposal Response) (including any supporting documentation) completed by the Respondent in response to this RFP.

Respondent means a legal entity that submits a Proposal and includes the entity's related bodies corporate, employees, agents and its contractors.

RFP means this request for proposal (including any addenda).

Statement of Requirements means the requirements for the Goods/Services described in Appendix A and the product descriptions included in Appendix B of Part A of this RFP.

Supplier means the Respondent selected by the Customer to provide the Goods/Services.

Appendices



A Statement of Requirements

A.1 Procurement Overview

IPART wishes to procure a Platform as a Service (PaaS) and additional ICT services to replace a set of current IT systems and services in place and in operation.

The services that need to be procured are as follows:

- Any PaaS within a cloud controlled by the Supplier must be located within the GovDC Tier 3 certified data centre. The platform may seat the operating systems, databases, and applications that IPART uses to deliver areas of its business. The Supplier will be required to collaborate with the existing Supplier to manage any transition of the existing environment but remaining within GovDC. The Supplier may consider transformation such as PaaS to Software as a Service (SaaS) migration for existing services rather than migration to another GovDC instance.
- The diagram below shows the systems and their interconnectivity at a high level.

Figure A.1 High Level Service Diagram

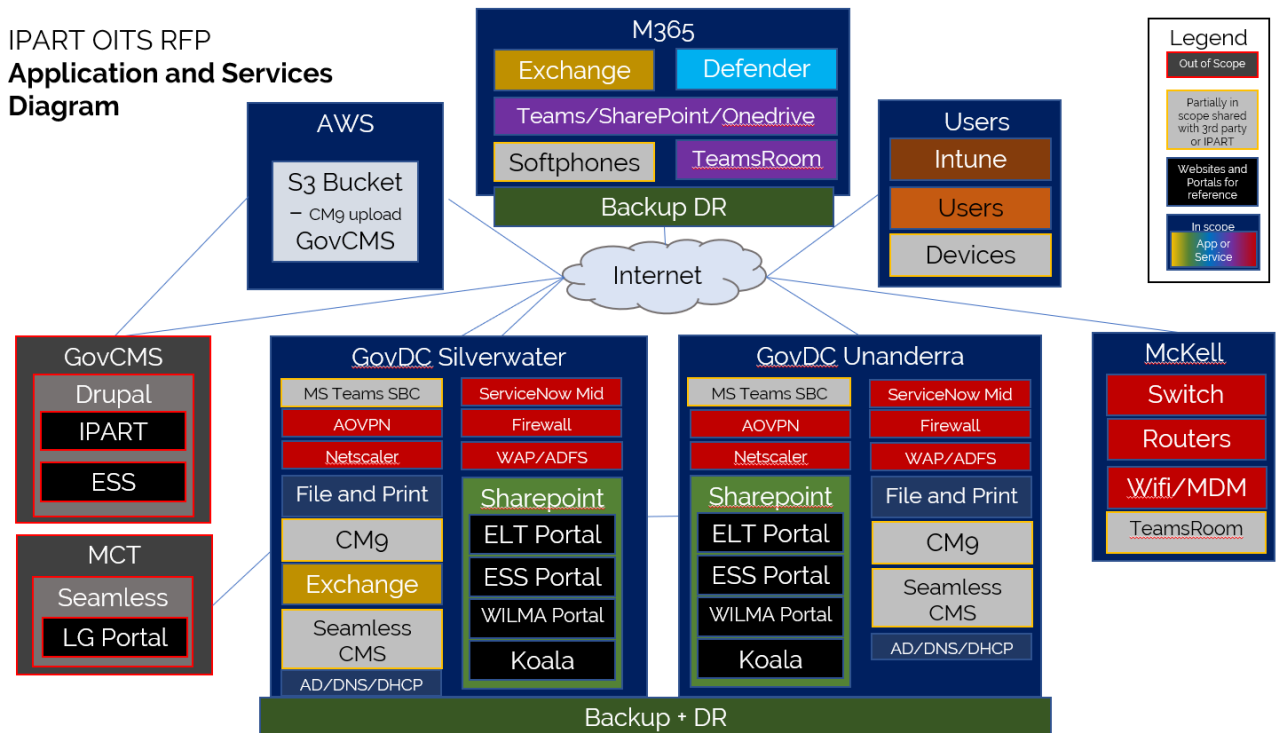
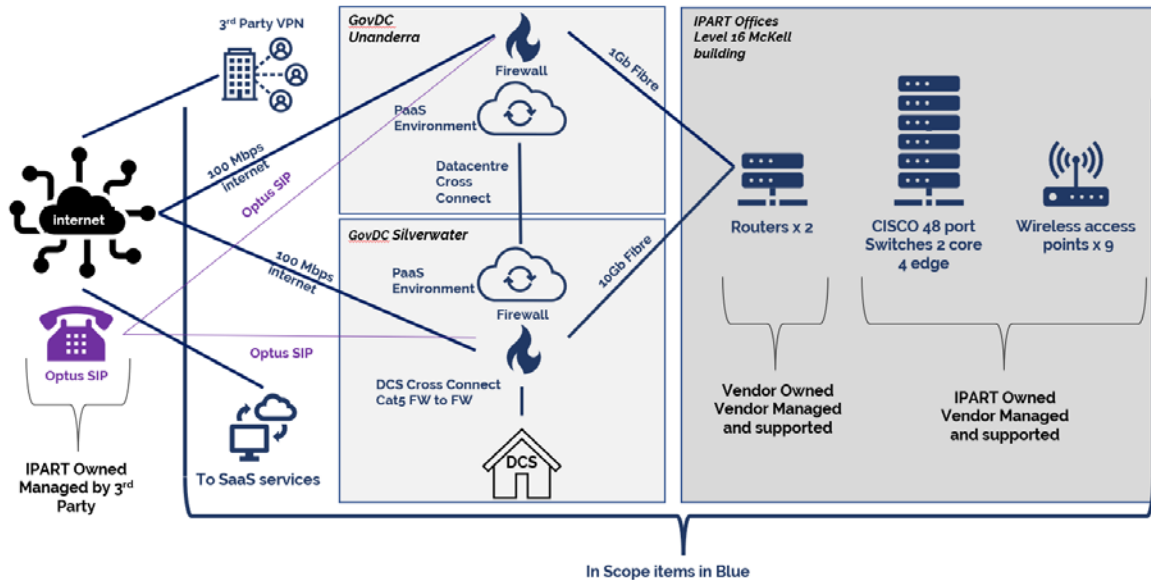


Figure A.2 WAN Network Diagram

IPART OITS RFP

WAN Network Diagram

- IPART currently hold a number of SaaS implementations, primarily Microsoft Online SaaS platform, and Amazon S3 Bucket. IPART currently licences Microsoft 365 E5 for all users (e.g. Teams, Office 365, Azure AD, DevOps, Intune, Defender). IPART needs a managed service provider (MSP) for these implementations and licences.
- For all SaaS and PaaS services, the Supplier will need to offer level 1, 2 and 3 support, and end-2-end lifecycle management services (including change and problem management).
- A helpdesk and ITSM ticketing system to provide level 1, 2, and 3 ICT support for IPART staff. Helpdesk coverage is to be based on 12x7x365. As part of this service offering, the Supplier will also provide on-site level 1 resources during 9am to 5pm on Business Days for the duration of the agreement.
- Desktop device and asset management support via Microsoft Intune. End User Computing must include operation, maintenance and patch support for IPART's Standard Operating Environment (including applications).
- Backup Services for all in scope PaaS and SaaS instances.
- Network Services for all PaaS and SaaS instances.

A.2 Purpose of the RFP

This RFP invites Respondents to submit a Proposal to IPART to satisfy the requirements set out in this Statement of Requirements. If a Proposal is accepted by IPART, the Services will be performed under and pursuant to the terms of the ICT Agreement, a draft of which is provided in Part C (Agreement). IPART will evaluate Proposals in accordance with the evaluation criteria set out in section 6.18 of Part A to this RFP.

A.3 Expected Benefits

- The identification and engagement of a supplier of outsourced services that is equal to or better than the current services being offered by the existing provider.
- The successful transition in of the new services before the end date of the current contract with existing provider.
- Minimal disruption to the business during the transition period.

A.4 Scope of Work

The specific services broadly introduced in section A.1 above, have been further broken down into 3 main categories:

- Platform as a Service
- Software as a Service
- Support Services

For each of these categories, a set of specific product descriptions have been created, and are available in Appendix B of Part A. The product descriptions, at a glance, include:

Table A.1 Product Descriptions

ID	Service Category	Service Item	Product Descriptions
001	Platform as a Service (PaaS)	Virtual Machine (VM)	1.1 Wintel VM 1.2 Linux/Other VM 1.3 VM Management
002	Platform as a Service (PaaS)	Databases	2.1 SQL
003	Platform as a Service (PaaS)	Applications	3.1 Exchange 3.2 Domain Controller - Active Directory, DNS, etc. 3.3 File Server - DFSR 3.4 ADFS 3.5 TFS - development 3.6 Sharepoint 3.7 Print Server 3.8 Always on VPN 3.9 Reverse proxy/IIS 3.10 Certificate Authority 3.11 Citrix Netscaler 3.12 OS only – workloads where the application is managed by another partner

ID	Service Category	Service Item	Product Descriptions
004	Platform as a Service (PaaS)	Network as a Service	4.1 Network Service 4.2 Third Party VPN
005	Platform as a Service (PaaS)	Back-up and Business Continuity	5.1 Backup and Restore
006	Platform as a Service (PaaS)	Compute (CPU, RAM)	6.1 CPU + RAM price table
007	Platform as a Service (PaaS)	Storage as a Service	7.1 Storage tiers price table
008	Platform as a Service (PaaS)	Managed Security	8.1 Server Protection – AV 8.2 Network/Firewall (Web Filtering)
009	Software as a Service (SaaS)	Applications	9.1 Server Protection 9.2 AWS 9.3 Azure 9.4 Microsoft 365 platform
010	Software as a Service (SaaS)	Back-up	10.1 Backup and Restore
011	Software as a Service (SaaS)	Network Support	11.1 Network and Firewall
012	Software as a Service (SaaS)	Software Management	12.1 Software Management and administration
013	Not used		
014	End User Support	User Management	14.1 End User Management
015	End User computing	Device Management	15.1 Intune management
016	Support Services	Helpdesk (T1, T2,T3)	16.1 Helpdesk support services – All services SaaS, PaaS and End User 16.2 Ticket management platform 16.3 Internal resolvers 16.4 Incident Management 16.5 Change Management 16.6 Problem Management
017	Support Services	Maintenance	17.1 Patching 17.2 Out of Band Patching
018	Support Services	Service Integration	18.1 Links 18.2 External DNS 18.3 External IPs 18.4 External Certificate Management
019	Support Services	Service Delivery Management	19.1 Reporting 19.2 Account Management Team
020	Support Services	Management and Administration	20.1 Management and Administration PaaS and SaaS
021	Support Services	Onsite Support	21.1 Onsite Support
022	Professional Services	Adhoc Professional Services	22.1 Adhoc Professional Services - Rate Card

A.5 Scale of IPART ICT

The following metrics are provided to help Respondents understand the scale of the ICT thumbprint at IPART, as it pertains to this RFP:

- 185 users within the organisation

- 185 Laptops – HP zBook Firefly G14
- 30 Apple Ipads and Iphones
- Current data storage for PaaS environment: Circa 32TB
- Virtual machines hosted in PaaS platform: 69
- Typically, only standard implementations of all platforms and software instances
- Only 1 geographical office location (McKell Building Sydney)
- IPARTs ICT has 3 primary locations (GovDC Silverwater, Unanderra, and McKell Building)
- Internal IT team size: IT manager and Service Delivery Manger and 2 developers

A.6 Organisational Values

IPART will demonstrate these values and behaviours when conducting procurements.

- **Integrity and Courage** – this is demonstrated by our fair and open approach to the market, and by our adherence to probity rich processes.
- **Respect and Inclusion** – As demonstrated by our evaluation criteria, we will score socially sustainability (e.g., Aboriginal participation, SME inclusion, etc) outcomes throughout this procurement.
- **Curiosity and Openness** – By allowing the market scope feedback on our plans during the EOI phase, we are demonstrating an openness to learn, and an appetite to consider alternative delivery models/solutions.
- **Making a difference** – IPART is looking to improve service levels across its ICT landscape.

A.7 Business Objectives

This RFP is expected to achieve the following business objectives:

- Improved IT performance so that it meets current and long-term business requirements.
- Services are cost effective and efficient
- Services are robust, secure, and quickly recoverable in the event of a disruption.
- Services meet the satisfaction of internal customers (measured through feedback and surveys).
- Service levels improve for each service element.
- System and services full compliant with applicable legislation.
- Value for money is achieved (i.e., the quality and price package taken together)

A.8 Service Levels– Approach and Requirements

IPART's proposed minimum Service Levels are summarised in Appendix C to Part A.

The proposed Service Levels in Appendix C represent a service floor. Respondents are asked to demonstrate how they will work to ensure these Service Levels are consistently met.

In addition, Respondents are asked to propose improvements or additions to the proposed Service Levels (e.g. improved accuracy, shorter response times, etc).

Any proposed strengthening of the Service Levels will be considered favourably in IPART's evaluation of Proposals. The opposite will apply for any Proposal seeking to weaken the Service Levels.

A.9 Implementation timeline

The below implementation timeline is provided as a guide. IPART may, at its absolute discretion, amend the nature and number of milestones and timeline. This timeline should be used in the development of a Respondent's transition plan.

Milestones	Date
Select successful supplier	Dec 2022
Contract award	Early March 2023
Transition-In Period	March - August 2023
All Services operational	September - October 2023

A.10 Intellectual Property/Copyrights of the completed work

All Intellectual Property Rights in any documents provided or created during the Tender and operation course are owned by and will remain the property of IPART and its licensors.

B Product descriptions

Please refer to the attached zip file labelled "Product Descriptions".

C Proposed minimum Service Levels

C.1 Context

This section sets out the Customer's proposed minimum Service Levels for the Services. The Customer may propose changes to these Service Levels after considering the Proposals.

Respondents may propose alternative Service Levels. Where alternative Service Levels are proposed, they should be equivalent to or improve on the Service Levels in this section and should align with industry standards. Improving on the Customer's proposed Service Levels (i.e. enhanced performance, better responsiveness, etc) is likely to attract more evaluation points. Weakening the proposed Service Levels will likely result in less evaluation points.

The Service Levels will apply 24 hours a day, 7 days a week, on each day of the year.

The Helpdesk Support Services offered by Supplier will be aligned to Information Technology Infrastructure Library (ITIL) practices.

C.2 Proposed Service Levels

Availability target for Cloud Services

The Customer proposes an availability target of 99.95% for the Cloud Services (any Infrastructure as a Service or Software as a Service), to be calculated on a monthly basis.

Incident response and resolution times

The Customer proposes incident response and resolution times would be determined by priority. The highest priority incidents must be acknowledged and resolved in the quickest possible time.

Incident Prioritisation Matrix

The Customer proposes that incidents be prioritised by assessing the business impact and urgency in accordance with the below priority matrix.

Priority matrix Urgency	Impact			
	1 - Widespread	2 - Large	3 - Limited	4 - Local
1 - Critical	P1	P1	P2	P3
2 - High	P1	P2	P3	P3
3 - Medium	P2	P2	P3	P4
4 - Low	P3	P3	P4	P4

Legend

P1 = Priority 1 Critical
P2 = Priority 2 High

P3 = Priority 3 Medium
P4 = Priority 4 Low

Incident response and resolution times

The Customer proposes that different Service Levels would apply to response and resolution times from 7am to 7pm on Business Days (being a day other than a Saturday, Sunday or gazetted public holiday in NSW) and outside of those hours.

Table C.1 sets out the proposed Service Levels for incident response and resolution during 7am to 7pm on Business Days. Table C.2 sets out the proposed Service Levels for incident response and resolution at all other times. Service Levels would be measured per calendar month.

A description of the Service Level measures is provided in Table C.3.

Table C.1 Proposed Service Levels for incident response and resolution 7am to 7pm on Business Days

	Priority	Acknowledge	Respond	Resolve	Escalate
Service Level		≥ 95% per calendar month	≥ 95% per calendar month	≥ 95% per calendar month	N/A
Incidents	1 – Critical	15 mins	30 mins	4 hours	After 3 hours
	2 – High	15 mins	4 hours	8 Business Hours	After 6 hours
	3 – Medium	15 mins	2 Business Days	Agreed with Customer	Agreed with Customer
Service request	4 – Low	1 Business Day	2 Business Days	3 Business Days	N/A

Table C.2 Proposed Service Levels for incident response and resolution at all other times

	Priority	Acknowledge	Respond	Resolve	Escalate
Service Level		≥ 95% per calendar month	≥ 95% per calendar month	≥ 95% per calendar month	N/A
Incidents	1 – Critical	20 mins	1 hour	4 hours	After 3 hours
	2 – High	Next Business Day	Next Business Day	Next Business Day	After 6 hours
	3 – Medium	Next Business Day	2 Business Days	Agreed with Customer	Agreed with Customer
Service request	4 – Low	N/A	N/A	N/A	N/A

Table C.3 Description of Service Level measures

Service Level Measures	Description
Acknowledge	A ticket has been recorded, categorised, prioritised, saved and assigned to the relevant resolver group for actioning. This is an automated email from the ITSM ticketing tool once the ticket has been raised.
Respond	The team/individual acknowledge that the ticket has been assigned to them and accepts accountability for the ticket and the impending restoration or fulfilment of the ticket.
Resolve	A solution has successfully been applied to the ticket or the request has been fulfilled. The Customer is advised and has confirmed the ticket can be resolved/completed. (The solution may be by way of a manual or temporary workaround).

C.3 Service credits

The Customer proposes that it would be entitled to a service credit where the Supplier fails to meet a Service Level. A service credit is a percentage reduction to the fees payable to the Supplier for the month in which a Service Level is not achieved. Credits would be applied to the invoice for the next month.

Proposed service credits are:

- 3% of the monthly fee for the month, if in that month the Supplier fails to achieve a Service Level
- 5% of the monthly fee for the month, if in that month the Supplier fails to achieve a Service Level and the Supplier has failed to achieve the Service Level in any of the 5 immediately preceding months.