



Expression of Interest

# Part A – Conditions & Statement of Requirements

July 2022

IPART Corporate Services

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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](#).

## **The Independent Pricing and Regulatory Tribunal**

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.

## EXPRESSION OF INTEREST

### PART A – CONDITIONS & STATEMENT OF REQUIREMENTS

<b>EOI title:</b>	Outsourcing ICT Services (OITS)
<b>EOI number:</b>	RFT-10051741
<b>EOI invitation issue date:</b>	19 <sup>th</sup> July 2022
<b>EOI lodgement:</b>	<a href="https://tenders.nsw.gov.au">https://tenders.nsw.gov.au</a>
<b>EOI closing date:</b>	15 <sup>th</sup> Aug 2022
<b>Contact officer:</b>	Elisse Lai
<b>Contact officer's email address:</b>	procurement@ipart.nsw.gov.au

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# EOI Conditions

## 1.1 Introduction

This EOI Outsourcing of ICT Services invites expression of interest for the provision Platform as a Service (PaaS) and additional ICT Services to the Principal in these EOI Conditions and Statement of Requirements (Attachment 1).

## 1.2 Purpose of the EOI

- 1.2.1 The seeking of expressions of interest is the first stage of a multi-stage tender process to enter into a contractual relationship with one or more suppliers for the provision of Goods/Services described in the Statement of Requirement (Attachment 1).
- 1.2.2 This request for EOI seeks to elicit information from potential suppliers on the availability and suitability of Goods/Services to meet the Statement of Requirements (Attachment 1).
- 1.2.3 The EOI Response will be used to:
  - a) Help determine the capacity and capability of suppliers to deliver the Statement of Requirement and invite shortlist respondents to the Request for Proposal (RFP) stage
  - b) Provide indicative timeframes and strategies for delivery.
- 1.2.4 The second stage will involve an "offer" phase. The Principal reserves the right, in its absolute discretion, to adopt any [procurement strategy](#), following the evaluation of EOI responses, including (without limitation):
  - a) Invitation of public tenders;
  - b) Invitation of tenders from a short-listed group of EOI Respondents; or
  - c) Direct negotiation with a single EOI Respondent, or a single short listed EOI Respondent.
- 1.2.5 The criteria for selecting the limited number of respondents to participate in the second stage will be capacity, subject matter expertise, availability and experience. The justification for limiting the number of respondents who will be invited to lodge a submission in the second stage is to identify respondents who have the strongest relevant capabilities, experience and represent a good potential value for IPART.

## 2 EOI Structure

### 2.1 Parts of EOI

<b>Part A – EOI Conditions and Statement of Requirements</b>	<p>This provides the terms, conditions and processes governing the request for EOI.</p> <p>The Statement of Requirements (Attachment 1 of this Part A) is a detailed description of the Goods/Services to be provided if the short-listed EOI respondent(s) are subsequently invited to make further submissions in the second stage (i.e. offer phase).</p>
<b>Part B – Returnable Schedules</b>	<p>This document is to be completed and submitted by the respondent in response to this request for EOI to enable the Principal to evaluate the respondent(s) offers.</p>

### 2.2 Information supplied

The information contained in the Statement of Requirements has been provided with due care and is intended only for the respondents' guidance but is not guaranteed as being accurate for future needs and expenditure by the Principal.

## 3 EOI Preparation

### 3.1 Respondent to inform itself

Before submitting its EOI Response, a Respondent must:

- a) examine all information relevant to the risks and contingencies and other circumstances influencing its EOI Response; and
- b) satisfy itself:
  - i) that the EOI Response is true and correct; and
  - ii) that it is financially and practically viable to provide the Goods/Services to meet the Statement of Requirements if the Respondent is subsequently invited to a second procurement stage (offer phase).

### 3.2 Assumptions made by Respondent

Where a respondent has made assumptions in preparing its EOI Response, such assumptions must be set out in a supporting statement and submitted with the EOI Response.



## 4 EOI Process

### 4.1 EOI Briefing

An EOI briefing will be held on the date, time, and place, indicated below. The contact officer/s of the Principal will be available at that time to answer any queries regarding this EOI and the EOI process generally. Names of persons attending the EOI briefing must be provided to the contact officer at least 3 working days prior to the date

<b>Location; Online (MS Teams)</b>	<a href="#">Click here to join the meeting</a> OR join by entering a meeting ID Meeting ID: 417 287 184 517 Passcode: M9niNz
<b>Date:</b>	Friday, 29 <sup>th</sup> July 2022
<b>Time:</b>	10:00 AM

### 4.2 EOI Lodgement

- 4.2.1 EOI responses must be submitted electronically to the electronic tender box for this EOI via [NSW Government eTendering](#). The lodgement can only be made by a registered system user of the NSW Government eTendering system.
- 4.2.2 Detailed information of how to use the NSW Government eTendering system is available through the [help link](#) on NSW eTendering.
- 4.2.3 EOI responses (including all supporting information, if any) must be fully received by the closing date and time. Respondents must complete the entire Part B (EOI response) document and must not amend any of the questions provided. Responses and other information provided in the EOI response must be in writing and in English.
- 4.2.4 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 EOI.

### 4.3 Electronic EOI responses

- 4.3.1 EOI responses submitted electronically will be treated in accordance with the [Electronic Transactions Act 2000 No8](#), and given no lesser level of confidentiality, probity and attention than EOI responses lodged by other means.

- 4.3.2 A Respondent, by electronically lodging an EOI response, is taken to have accepted the conditions detailed herein and on the [NSW Government eTendering](#) website.
- 4.3.3 Electronically submitted EOI responses may be made corrupt or incomplete, for example by computer viruses. The Principal may decline to consider or accept an EOI response that cannot be effectively evaluated because it is incomplete or corrupt. Respondents must not include any macros, applets, or executable code or files in Part B (EOI 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.
- 4.3.4 The Principal will not be responsible in any way for any loss, damage or corruption of electronically submitted EOI responses.

## 4.4 Extension of closing date and time

The Principal may, in its discretion, extend the closing date and time by issuing an Addendum.

## 4.5 Addenda to the request for EOI

The Principal may, in its sole discretion, amend the Request for EOI before or after the closing date and time by issuing an Addendum. In each case, an Addendum becomes part of the Request for EOI. 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 an EOI Response has already been submitted by the Respondent.

If the Addendum is issued after the closing date and time, only respondents to the Request for EOI will be notified of the Addendum and given an opportunity to amend their EOI Response.

Respondents must check the [NSW Government eTendering](#) system and download the Addendum.

## 4.6 Late EOI Request

EOI Responses (including an EOI 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 Principal, unless the Principal is satisfied that the integrity and competitiveness of the EOI process has not been compromised. The Principal shall not penalise any respondent whose EOI response is received late if the delay is due solely to mishandling by the Principal.

## 4.7 Cost of Respondent participating in the request for EOI

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

## 4.8 Use of EOI responses

By submitting the EOI response, the respondent authorises the Principal to use and make copies of the EOI response (including providing access to the EOI to any third parties) for any purpose related to this request for EOI, and for the Principal's internal procurement purposes.

## 4.9 Variation to EOI responses

4.9.1 At any time after the closing date and time, and before the Principal decides on an appropriate procurement strategy (including, but not limited to, the short-listing of EOI respondents for purposes of inviting to the RFP stage), a respondent may, vary its EOI response:

- a) by providing the Principal with further information by way of explanation or clarification;
- b) by correcting a mistake or anomaly; or
- c) by documenting agreed changes to the response negotiated under Part B.

4.9.2 Such a variation may be made either:

- a) at the request of the Principal, or
- b) with the consent of the Principal at the request of the respondent, but only if:
  - i) in the case of variation requested by the respondent, it appears to the Principal reasonable in the circumstances to allow the respondent to provide the explanation or correct the mistake or anomaly.
  - ii) in the case of a variation, the Principal has confirmed that the draft documented changes reflect what has been agreed.

4.9.3 If an EOI response is varied, the Principal will provide all other respondents with the opportunity of varying their EOIs on the same grounds

4.9.4 A variation of an EOI response under clause 3.9.1 will not be permitted if in the Principal's view:

- a) it would substantially alter the original EOI response; or
- b) in the case of variation under clauses 3.9.1(a) or 3.9.1(b), it would result in the revising or expanding of an EOI response in a way which would give a respondent an unfair advantage over other respondents.

## 4.10 Corruption or unethical conduct

4.10.1 Respondents must:

- a) comply with the requirements of the [Supplier Code of Conduct](#)
- b) disclose any perceived, actual or potential conflicts of interests in Part B (EOI response).

- 4.10.2 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 Principal or the NSW Government in connection with this Request for EOI or the submitted EOI response;
  - 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 IPART [Supplier Code of Conduct](#)
- this may result in the EOI response not receiving further consideration.
- 4.10.3 The Principal may, in its direction, invite a relevant respondent to provide written comments within a specified time before the Principal excludes the respondent from the request for EOI.

## 4.11 NSW Government Procurement Policy Framework

- 4.11.1 In submitting its EOI response, the respondent agrees to comply with the NSW Government [Procurement Policy Framework](#) for the duration of any subsequent Agreement that is awarded.
- 4.11.2 If any respondent fails to comply with these requirements, the Principal may take such failure into account when considering the EOI response or any subsequent tender submitted by the respondent and may result in the submission being rejected.

## 4.12 Procurement (Enforceable Procurement Provisions) Directions 2019

- 4.12.1 IPART is subject to the [PDB 2019-05 Enforceable procurement provisions \(EPP Direction\)](#) which reflects the requirements of international procurement agreements.

## 4.13 Evaluation process

- 4.13.1 EOI responses will be assessed against the evaluation criteria listed in the Statement of Requirements. Information supplied by the respondent in its EOI response will contribute to the assessment against each criterion.
- 4.13.2 Respondents are advised to respond clearly to all the evaluation criteria listed in Part B (EOI Returnable Schedule). Respondents that do not include a fully completed Part B, In particular those responses that do not contain sufficient information to permit a proper evaluation to be conducted, or electronic responses that cannot be effectively evaluated because the file has become corrupt, may be excluded from the EOI process without further consideration at the Principal's discretion.

## 4.14 EOI Evaluation Criteria

Proposed evaluation criteria

No.	Criteria	Description
001	Relevant Organisational Experience	<ul style="list-style-type: none"> <li>A proven track record of delivering similar services, at a similar or greater scale, to institutional (or other significant) clients.</li> </ul>
002	Capability and Capacity	<ul style="list-style-type: none"> <li>The proponent's understanding of IPART's requirements,</li> <li>The proponent's ability to deliver against the requirements.</li> <li>An understanding of the work involved with a NSW Government Agency</li> <li>The proponent's availability, willingness, and confidence in delivering services within acceptable time parameters.</li> </ul>
003	Quality of service offering	<ul style="list-style-type: none"> <li>The proponent is to demonstrate how their services would deliver exceptional quality to IPART (i.e., what differentiates them from the competition?).</li> </ul>
004	Sustainable Organisation	<p>With reference to relevant NSW Government policies, the proponent must demonstrate a track record of supporting:</p> <ul style="list-style-type: none"> <li>- <a href="#">Aboriginal participation</a> in Government procurements.</li> <li>- Opportunities for <a href="#">small and medium sized businesses</a>.</li> <li>- <a href="#">The goals of disability organisations, and disabled citizens</a>.</li> </ul>

## 4.15 Presentation by Respondent

The Principal may, in its discretion, during and as part of the evaluation process, invite any or some of the respondents to make personal presentations regarding their EOI response. The respondent shall make any presentations at their own cost. However, receiving a presentation by a respondent in no way represents a commitment by the Principal to short-list the respondent for the second stage of the procurement. All information obtained during the presentations may be taken into consideration in the evaluation of the EOI response.

## 4.16 Outcomes of the EOI response

- 4.15.1 The Principal is not bound nor obliged to enter any contractual arrangement with any respondent or any short-listed respondent(s) whose EOI response is accepted. The issue of this request for EOI does not commit or otherwise oblige the Principal to proceed with any part or steps of any subsequent stage of the procurement process.
- 4.15.2 Following the Principal's decision, all respondents will be notified in writing of the outcome of their EOI response.

## 4.17 Notification of short-listed Respondent

Shortlisted respondent will receive email notification from the Principal, inviting to the RFP stage.

## 4.18 Discontinuance of request for EOI process

Where the Principal determines that awarding a contract would not be in the public interest or no Tenderer has satisfied the evaluation criteria, or otherwise in its absolute discretion, the Principal reserves the right to discontinue the RFT process at any point, without making a determination regarding acceptance or rejection of Tenders.

The Principal reserves the right to discontinue the RFP process at any point, without making a determination regarding the acceptance or rejection of Tenders.

## 4.19 Disclosure of information

Respondents shall not disclose any information relating to this request for EOI process or the required services via any media release or any other publication without the prior written consent of the Principal.

Following the Principal's decision, all respondents will be notified in writing of the outcome of their response to EOI.

Details about the successful respondent and the outcome of the EOI and subsequent process will be disclosed in accordance with the [Government Information \(Public Access\) Act 2009 \(NSW\) No 52](#).

## 4.20 Exchange of information between Government Agencies

- 4.19.1 By lodging an EOI response, the respondent authorises the Principal to make information relating to the EOI response available, on request, to any NSW Government agency. This includes information dealing with the respondent's performance for any prior contract that has been awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract.
- 4.19.2 The respondent agrees that any information relating to the EOI response that is provided by the Principal 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 Principal and 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.

## 4.21 Complaints Procedure

- 4.20.1 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 Agreement or the Statement of Requirements, it is invited to write to:

*Chief Procurement Officer, IPART*

*PO Box K35, Haymarket Post Shop, NSW 1240*

- 4.20.2 If a complaint is received concerning an alleged breach of an enforceable procurement provision under Part 11 of the [Public Works and Procurement Act 1912](#), this EOI will be suspended in accordance with the statutory requirements and invited Tenderers will be notified accordingly.

## 5 Key Terms

Unless the context indicates otherwise, where a term is defined in Part A (EOI Conditions and Statement of Requirements), it shall have the same meaning as set out in Part B. Otherwise, the following terms have the meaning set out below.

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

**Addendum** means an addendum, addition or variation to this RFT made by the Principal before the Closing Date and Time.

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

**Additional Services** means any services which are not Services to be performed by the Supplier as approved by the Principal.

**Closing Date and Time** means the Closing Date and Closing Time for receipt of response to EOI, as specified on the cover page of this EOI, or as amended by an Addendum.

**Conforming EOI** means an EOI that:

- a) conforms to the Statement of Requirements;
- b) substantially conforms to all the other stated requirements of this EOI.

**Goods/Services** means the goods or services sought under this EOI, as detailed in the Statement of Requirements at Attachment 1 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 EOI** means an EOI that:

- a) does not substantially conform to the Statement of Requirements;
- b) is not in the prescribed form;
- c) does not conform to any of the other stated requirements of this EOI.

**Principal** means the agency set out in section 1.1 of Part A of this EOI.

**EOI** means this request for Expressions of Interest (including any addenda).

**Statement of Requirements** means the Goods/Services described in Attachment 1 of Part A of this EOI.

**Supplier** means the Tenderer selected by the Principal to provide the Services.

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



## 6 Attachment 1 – Statement of Requirements

### 6.1 This Procurement

IPART wish 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. For further details, please see section 6.4 High Level System and Service Requirements.

### 6.2 EOI Requirements (High level at this stage)

This EOI statement of requirement is designed for the purposes of informing the market as to IPART's needs at a level that is informative enough to establish market interest, but not to a level of detail required for a later procurement phase.

### 6.3 Scale of IPART ICT

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

- 160 users within the organisation
- Current data storage for PaaS environment: 32TB
- Virtual machines hosted in PaaS platform: 72
- Typically, only standard implementations of all platforms and software instances
- Only 1 geographical location (McKell Building Sydney)
- Internal IT team size: IT manager and Service Delivery Manager and 2 developers

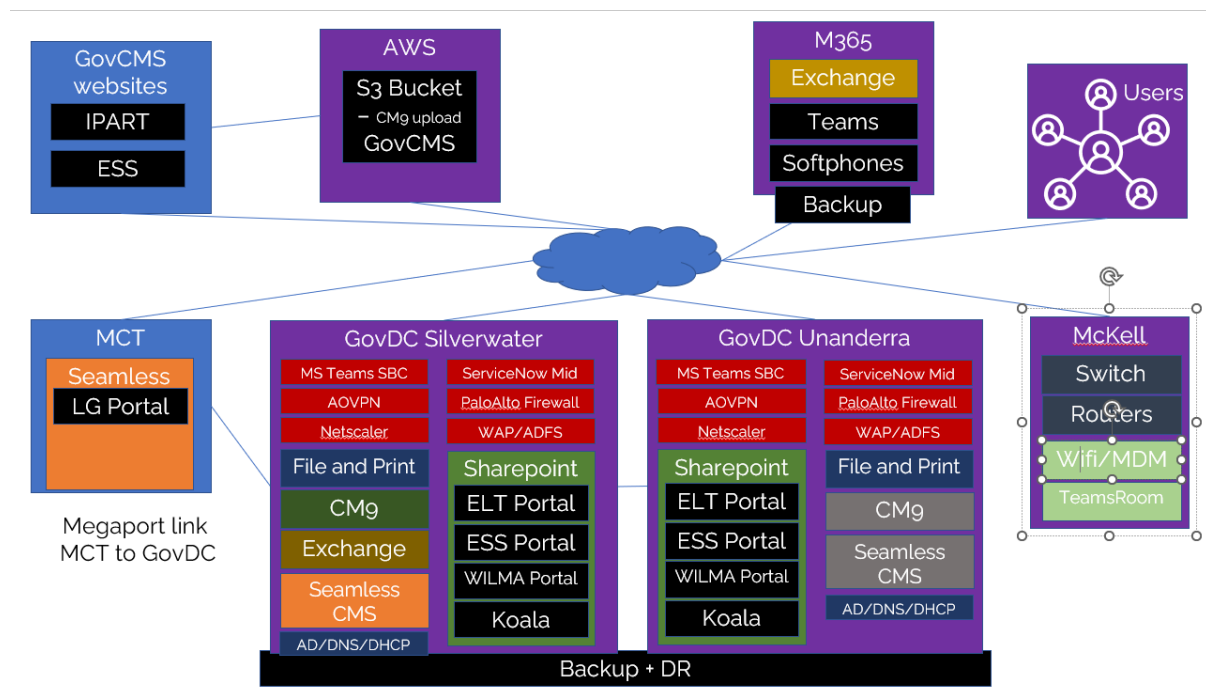
### 6.4 High Level System and Service Requirements

IPART's contract with AC3, the existing provider of technology management and ICT service support, is due to expire on 18th Aug 2023, with all options to extend under the contract exhausted.

The services provided under this contract are still required as they form part of the Business-as-Usual information technology services.

The services that need to be procured are as follows:

- A Platform as a Service (PaaS) within a cloud controlled by the Provider that is within the GovDC Tier 3 certified data centre. The platform will seat the operating systems, databases, and applications that IPART use to deliver all areas of its business. All Providers will be required to manage any transition out of the existing environment, but remaining within GovDC. Providers 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. Purple boxes denote items that are in scope for this procurement. Blue boxes represent existing elements that will persist, but do not form part of this procurement.



- 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 Provider 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 Provider will also place on-site level 1 resources 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.

## 6.5 Mandatory Requirements

For this EOI, proponents must demonstrate that they comply with the following mandatory requirements:

- [NSW Cyber Security Policy Compliance](#)
- ISO 27001 certified (or equivalent)
- Microsoft certified providers
- Must adhere to standard security access controls at GovDC locations or the Customer's offices.
- Advanced Register Suppliers under the [NSW ICT Services Scheme 0020](#)

These requirements are not qualitatively scored, but rather act as a gateway between bid submission and full evaluation. Failure to meet a mandatory requirement may result in a bid being set aside.

## 6.6 Organisational Values

IPART's key values are listed as follows:

- Integrity and Courage
- Respect and Inclusion
- Curiosity and Openness
- Making a difference

IPART will demonstrate these values 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 – whilst not spelled out in this phase of the procurement, IPART is looking to improve service levels across its ICT landscape.

## 6.7 Business Objectives

This procurement is expected to achieve the following business:

- 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 both State and Federal legislation.
- Good value for money is achieved (i.e., the quality and price package taken together)

## 6.8 Indicative Delivery Timeline

- Provider appointed December 2022
- Contract commences March 2023
- Fully operational as a new provider - October 2023

## 6.9 Location of Work

NSW Australia

## 6.10 Language of Work

English