

Summary Document ONLY

**PLEASE BE AWARE THAT
THIS PDF FILE
CANNOT BE PRINTED**

**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

NSW Procurement Contracting Services

Data Centre Reform

Part A - Invitation to Submit an Expression of Interest

October 2009

RFT ID: 0902295 EOI

ID Number.	0902295 EOI
EOI Title:	DATA CENTRE REFORM
Issue Date:	27 October 2009
Closing Date & Time:	9:30 am Sydney time (EDT) 1 December 2009
Contact Officer:	Sam Field NSW Procurement T: 02 – 9372 7699 E: sam.field@services.nsw.gov.au
Document Structure	PART A Summary EOI Information and the EOI Stage PART B Response

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contact Officer identified in this EOI.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

COPYRIGHT

This Invitation to Submit an Expression of Interest ("EOI") document has been prepared by NSW Procurement – Contracting Services for the State Contracts Control Board for and on behalf of the Crown in right of the State of New South Wales. This EOI is protected by Crown copyright.

© State of New South Wales – NSW Procurement – Contracting Services, for and on behalf of the Crown in right of the State of New South Wales, 2001-2009.

All rights reserved. No part of this EOI may be produced by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form, without the prior written permission of the State of New South Wales, except as permitted under the *Copyright Act 1968*.

For the purposes of this EOI, inquiries should be directed to the Contact Officer of this EOI specified on Page 1 of this document.

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
Fax: (02) 9372 7533



Important Notice

This document seeks to obtain Expressions of Interest ("EOI") from interested parties for the design, construction, commissioning, financing and provision of a range of specified services in respect of the Data Centre Reform project ("Project") for a period up to 20 years.

The EOI is the first phase of a sourcing process that seeks to select a party (or parties) that can clearly demonstrate the capability, capacity and commitment to deliver the Project.

The Project will be procured by the NSW Government State Contracts Control Board (the Board) on behalf of the State of New South Wales (NSW Government). The Board has delegated authority to NSW Procurement to manage the Project to commercial acceptance on its behalf. NSW Procurement is a Business Unit of the NSW Department of Services, Technology and Administration (DSTA).

None of the information contained in this EOI or any other information provided by the Board or any NSW Government agency is intended to be exhaustive and interested parties are required to make their own enquiries. Respondents will be required to confirm in writing that they have made their own enquiries and that they have not relied solely upon the information in this EOI in submitting their Response.

The Board reserves the right in its absolute discretion not to proceed with either the Project or the sourcing process, or to alter the timetable reflected in this EOI or change the processes or procedures to be applied. Further, the Board reserves the right not to short list any Respondent or decline to discuss the Project further with any Respondent, or other party expressing interest or to vary, supersede or cancel this EOI.

Under no circumstances will the Board be liable for any charges, costs, expenses or fees incurred by a Respondent, or any party expressing interest in submitting a Response to this EOI.

Prospective Respondents and interested parties are encouraged to review the Terms and Conditions applicable to the EOI phase of the Sourcing Process as contained in paragraph 7 of this Invitation to submit an Expression of Interest.

Contents

1	Introduction	5
1.1	Purpose	5
1.2	The Opportunity	5
1.3	State Contracts Control Board	6
1.4	Project Procurement Process and Timetable	7
2	Project Summary	9
2.1	Background	9
2.2	Rationale	9
2.3	Objectives	10
2.4	Anchor Tenants	11
2.5	Project Strategy	11
3	Expression of Interest Process	12
3.1	EOI Objectives	12
3.2	Project Briefing	12
3.3	Clarification Questions	13
3.4	Submission of Responses	13
4	Proposed Project Scope and Commercial Principles	16
4.1	Project Scope	16
4.2	Proposed Service Modules	17
4.3	Required Facilities	18
4.4	Location of Sites	19
4.5	ICT Load and asset mix	19
4.6	Accommodating future load growth	21
4.7	Data centre efficiency and continuous improvement	21
4.8	Service levels	22
4.9	Payment arrangements	23
4.10	Allocation of risk	23
4.11	Use of data centre capacity by third parties	23
5	EOI Evaluation	24
5.1	EOI Stage	24
5.2	Evaluation Criteria	24

6	Requirements for Responses	25
6.1	Responding to the EOI	25
6.2	Enquiries	27
6.3	Clarification Process,	28
6.4	Probity Adviser	28
7	General Terms and Conditions	30
7.1	Code of Practice for Procurement	30
7.2	Submission of electronic Responses	30
7.3	Custody of Responses after Receipt	31
7.4	Clarification by Respondent while EOI is open	31
7.5	Extensions of time	31
7.6	Respondents to inform themselves	32
7.7	Variation of Responses	32
7.8	Evaluation of EOI Responses	33
7.9	Ability to vary the Sourcing Process	34
7.10	Right to discontinue the process	35
7.11	Disclosure of Information by Respondent	35
7.12	Disclaimer	35
7.13	Complaints on EOI Stage	36
7.14	Notification of Short Listed Respondents	36
7.15	No Economic Opportunity	36
7.16	Freedom of Information	37
7.17	Exchange Of Information Between NSW Government Agencies	37
7.18	Assumptions and descriptions of the Board	38
7.19	Alternative terms not binding	38
7.20	Commitments from Respondents	38
7.21	Intellectual property rights in this EOI	39
7.22	Intellectual property rights in Responses	39
7.23	Confidentiality	39
7.24	EOI not an offer	41
7.25	Liability	41
7.26	Costs and expenses	42
7.27	Conflicts of Interest	42
7.28	No collusive conduct	42
7.29	Other NSW Government requirements	42

7.30	Competitive neutrality	43
7.31	Rights held on trust	43
7.32	Governing law	44
Appendices		
Appendix A	Module A Specifications	46
Appendix B	Module B Specifications	47
Appendix C	Glossary	48

1 Introduction

1.1 Purpose

This Expression of Interest (“EOI”) document relates to the data centre solution for the NSW Government known as the Data Centre Reform Project (the Project).

The purpose of this Expression of Interest process is to:

- advise the market of the Project, the NSW Government’s requirements and objectives, the Project’s components and a proposed commercial structure;
- provide summary details of the Project’s procurement model and proposed service payment principles and risk allocation;
- set out the proposed timetable for the Project’s delivery;
- invite Responses from market participants so that the NSW Government can identify market respondents with the capability, capacity and appetite to deliver the NSW Government’s objectives for the Project;
- select a shortlist of Respondents to submit Proposals in response to a Request for Tender (RFT);
- advise details of the evaluation criteria for short-listing Respondents;
- seek views on mechanisms to incentivise maximising efficiency on a whole of life basis and other matters to assist the NSW Government State Contracts Control Board (the Board) in finalising the RFT; and
- seek market pricing data of highly efficient, long term data centre capacity for commercial validation.

1.2 The Opportunity

NSW Procurement, on behalf of the Board, invites suitably qualified Respondents to submit Responses setting out their capabilities for the delivery of the Project. The Project will comprise scalable, robust data centre capacity spread across two separate, fit-for-purpose installations to cater for upwards of initially 3 MW (approximately) of the NSW Government ICT load. The Project includes the provision, operation and maintenance of capacity at data centres which are capable of meeting NSW Government’s requirements. The NSW Government’s objectives may be met either by way of design, construction, financing, or by way of provision of required capacity at existing data centres, and associated site maintenance and facility operations services, or by other innovative alternatives that offer value for money.

The Board believes that this Project provides an opportunity for an experienced, highly qualified, multi-disciplinary data centre development and operational organisation or consortium.

Data Centre Reform is a major part of the NSW Government's ICT strategy and seeks to;

- reduce the cost of operations and future capital investment;
- improve reliability, security, capacity and opportunities for consolidation of applications and data across government; and
- minimise the ongoing environmental impact of the NSW Government's data centre operations, demonstrating environmental leadership.

The procurement process is designed to encourage the private sector to develop innovative design, engineering, commercial and operational solutions that will deliver value for money and outstanding data centre facilities in support of the NSW Government ICT strategy.

The procurement model is designed to encourage Respondents to take a long term view about the design, maintenance, ongoing resilience and operational efficiency of the NSW Government's data centres.

Future developments in technology may offer improved efficiency and / or result in lower operating costs for the NSW Government.

To this end, the Board requires Respondents to demonstrate (to the extent applicable) how their proposed solution for the Data Centre Facilities will provide flexibility to the NSW Government, possibly through:

- incorporating ongoing efficiencies and associated ongoing reductions in costs; and
- continually assessing the various standards for energy efficiency that will be a major influence on the cost equation.

1.3 State Contracts Control Board

Under the Public Sector Management (Goods and Services) Regulation 2000, the State Contracts Control Board alone is responsible for arranging the supply of all goods and services necessary for the operation of the public sector service.

In particular, the Board alone is responsible for:

- (a) inviting or accepting tenders for the supply of those goods and services, and
- (b) determining the conditions under which those tenders are invited or accepted, and

(c) entering into contracts on behalf of any public sector agency for the supply of those goods and services.

The Board may authorise a public sector agency for whom a contract is arranged to enter into the contract with the supplier as a principal party to the contract.

The Board is responsible for the conduct of this EOI, assisted by NSW Procurement – Contracting Services.

The following advisers have been engaged to assist in the development and evaluation of the EOI:

Role	Organisation
Financial & Commercial Adviser	PricewaterhouseCoopers
Technical Adviser	Commtech Asia
Legal Adviser	Gilbert & Tobin
Probity Adviser	WalterTurnbull
Sustainability Advisors	emf griffiths / CS Technology

1.4 Project Procurement Process and Timetable

Key principles of the procurement include:

- Value for Money – demonstration of delivery of services on a lowest total cost of operation basis.
- Service Standards – payments for services will be made on the basis of delivery of a defined set of service standards and service levels, with full payment being subject to satisfactory achievement of those service standards.
- Continuity of existing “Above the Floor” services arrangements – the undertaking that all operations of ICT systems will continue to be the responsibility of individual NSW Government agencies and / or their appointed service providers and contractors. NSW Government agencies currently have a range of internal and external arrangements in place with a variety of service providers. Arrangements for such services may be subject to renewal or consolidation in the future. Whilst the Successful Respondent may seek to offer such services to agencies in the future, the Sourcing Process does not at this time extend to the existing or future arrangements for such services.

In developing the proposed commercial structure for the different elements of the Project, the Board has sought to optimise the role of potential Respondents, to allocate risk appropriately and to maximise the flexibility for Respondents to produce innovative design and commercial solutions.

The Board reserves the right to revert to alternative means of delivery (including public sector delivery) of the Project if the proposals received through this process do not offer value for money.

The NSW Government's intended sourcing process for the Project may involve the following phases (subject to change in accordance with paragraph 7):

- EOI Phase: the issue of this Invitation for EOI and the selection of a shortlist who are judged capable of delivering the Project;
- RFT Phase: issue of the RFT to Shortlisted Respondents, to enable preparation of fully costed and binding detailed Proposals, leading to the selection of a Preferred Respondent(s); and
- Negotiation and Completion Phase: negotiations with the Preferred Respondent(s) leading to the finalisation of contractual agreements.

An indicative timetable for the Project is as follows:

Timetable	Date/Period
EOI Phase	
Release of Invitation for EOI	27 October 2009
Project briefing session	4 November 2009
Closing date for clarification questions	19 November 2009
Closing date for EOI responses	1 December 2009
Presentations by Respondents	[5-15 December 2009]
EOI Respondent Short listing	First Quarter 2010
RFT Phase	
Release of Request For Tenders	First Quarter 2010
Negotiation and completion phase	
Contractual/Financial Close	2010
Construction Phase	
Construction Commencement	2010
Facilities commissioned and fully operational	2011

The above timetable is indicative only and may be subject to change.

2 Project Summary

2.1 Background

The Project is expected to generate many benefits, which may include:

- Lower data centre costs to the NSW Government through a consolidated approach.
- Provision of access to reliable capacity for expected growth in NSW Government ICT load demand.
- Reduced data centre electricity consumption and reduction in associated greenhouse gas emissions.
- Greater resiliency of ICT operations and reduced service down time.
- Providing an enabling platform for implementation of other NSW Government ICT Strategy programs including future consolidation of architecture, and systems, including virtualisation
- Regional economic development.

2.2 Rationale

In 2008 the NSW Government carried out a review of 55 data centre installations across 32 NSW Government agencies limited to the data centres that were at least 50 m² and had ICT assets worth at least \$1m.

The review revealed that:

- Projected agency demand significantly surpasses current levels of installed data centre infrastructure. In particular, NSW Health and the Department of Education and Training have pressing needs for increases in data centre capacity;
- In addition, agencies have escalating requirements for higher levels of data centre availability, resilience and redundancy; and
- Estimated ICT power usage across these facilities will be 5.8 MW by 2011.

The review also identified that modern purpose-built data centres using state-of-the art power management and cooling technologies can significantly reduce data centre electricity consumption, particularly the non-ICT load, both immediately on commissioning and over the life of such data centres. This is significant in light of escalating energy costs, greenhouse gas emissions and the introduction of the Carbon Pollution Reduction Scheme.

Based on the results of the review, as well as reviews of similar projects executed in other jurisdictions and large global organisations, the NSW Government is now seeking to:

- Aggregate data centre capacity across multiple NSW Government agencies.
- Manage power efficiently.
- Reduce the cost of data centre operation.
- Reduce the rate of growth in capital expenditure in ICT by NSW Government agencies.
- Ensure that NSW Government services are underpinned by a robust and reliable ICT service.

2.3 Objectives

The key objectives for the Project are as follows:

- Achieving access to resilient data centre capacity in two fit for purpose data centre facilities comprising modern, energy efficient facilities using best practice technologies operating in an active-active manner.
- Improving reliability and security of data centre infrastructure.
- Achieving environmental leadership through minimising environmental impacts of data centre space and ensure conformance with the NSW Government's Sustainability policy¹.
- Achieving ongoing cost savings throughout the life of the project through the realisation of ongoing efficiencies, including those relating to operating costs, electricity consumption and greenhouse gas emissions.
- Securing certainty of tenure in the data centres on a long-term basis which will continue to meet the NSW Government's ongoing requirements for availability, reliability and redundancy.
- Achieving scalability to accommodate both short-term and long-term growth in demand;

1

<http://www.environment.nsw.gov.au/resources/government/08453SustainabilityPolicy.pdf>

2.4 Anchor Tenants

NSW Health and the Department of Education have pressing needs for high quality data centre capacity. It is proposed NSW Health, and the Department of Education and Training will be the initial “anchor” tenants of the data centres.

2.5 Project Strategy

Some thirty other NSW Government agencies satisfy the criteria of having more than 50 square metres of data centre space and/or over \$1 million worth of Information and Communications Technology (ICT) equipment in data centres. Subject to a value for money proposal, the NSW Government will consider agencies', other than State Owned Corporations, adopting use of the facility. Agencies will move out of existing facilities when they have a business need to do so.

When agencies need to significantly expand, upgrade or move their data centres, the Board anticipates agencies will be required to move to the new data centres. It is also anticipated that further funding will be managed to maximise the benefits of a consolidated approach to data centre investment.

Any subsequent documentation will provide greater detail and clarity in relation to arrangements for migration and the uptake of data centre capacity by agencies.

3 Expression of Interest Process

3.1 EOI Objectives

The purpose of this EOI is to enable the Board to:

- provide the market with information on the Project, and associated Project requirements;
- advise potential Respondents of the specifications required;
- identify market respondents with the capability, capacity and appetite to deliver the NSW Government 's objectives for the Project;
- seek information and responses from market participants to allow the Board to shortlist selected Respondents to submit proposals at the Request for Tender (RFT) stage;
- advise Respondents on the evaluation criteria for short listing;
- seek market pricing data of highly efficient, long term data centre capacity for commercial validation²;
- seek market views on mechanisms to incentivise maximising efficiency on a whole-of-life basis;
- seek market views on commercial structuring of the project to achieve off balance sheet status for the NSW Government; and
- seek views and input from the market to assist in the development of the RFT.

3.2 Project Briefing

NSW Procurement intends to conduct a general briefing for prospective Respondents and interested parties as follows:

Date: 4 November 2009

Time: 3:00 pm to 5:00 pm

Location: The Conference Room, Level 4 McKell Building

2-4 Rawson Place, Sydney, NSW 2000

² Note that pricing information will not be used to short list responses.

Prospective Respondents and interested parties attending the briefing session must register their contact details, including the organisation(s) they represent, by no later than 2 November 2009 with:

Sam Field
NSW Procurement
NSW Department of Services, Technology and Administration
McKell Building
2-4 Rawson Place
Sydney
NSW 2000

Email sam.field@services.nsw.gov.au

The purpose of the briefing is to provide further details in respect of the Project and afford an opportunity for prospective Respondents and interested parties to clarify any aspect of this EOI. Attendance at the briefing is recommended for Respondents intending to submit an EOI. No more than two representatives from any one organisation may attend.

3.3 Clarification Questions

Clarification questions in relation to this Invitation for EOI should be submitted in writing to Sam Field, NSW Procurement at sam.field@services.nsw.gov.au.

The closing date for clarification questions is 5.00 pm (Australian Eastern Daylight Time) on 19 November 2009.

3.4 Submission of Responses

This EOI closes at:

Date: 1 December 2009

Time: 9.30 am Sydney time (EDT)

(the "Closing Time").

Respondents are required to lodge Responses electronically into an electronic tender box in the eTendering system through the NSW Department of Services, Technology & Administration e tenders web site at:

<https://tenders.nsw.gov.au/commerce>

Access is available 24 hours a day, 7 days per week, except for periods of programmed maintenance or outages.

A Respondent is not required to provide multiple copies of a Response.

- (a) If a Respondent provides multiple submissions, the Respondent should clearly state on the front page of the Response whether it is:
 - (i) A “Copy.” A copy must be identical to an earlier or simultaneous submission in every respect.
 - (ii) A “Variation.” A variation of an earlier Response will be deemed as superseding a prior submission.
- (b) In the event that a Respondent fails to designate whether a submission is a Copy, or a Variation, the latest Response received in a NSW Department of Services, Technology and Administration Tender Box, in accordance with this EOI document, will be deemed as the definitive submission.

Responses received after the Closing Time will be considered late, and will not be evaluated unless the Board believes in its absolute discretion, that the integrity and competitiveness of the EOI Stage is not compromised.

Responses that are not complete, in particular those Responses that do not contain sufficient information to permit proper evaluation to be conducted, or which cannot be effectively evaluated because the file has become corrupt, may be excluded from the evaluation process without further consideration at the Board’s discretion.

A Respondent should note the following directions:

- (a) An EOI for which electronic lodgement is available through the website can be identified by the blue “Lodge a Response” link on the web page for the EOI.
- (b) To lodge a Response electronically, the files containing the Response must be up-loaded through the web site. Access to the up-loading process is through the blue “Lodge a Response” link, then follow the steps and instructions on the NSW Department of Services, Technology and Administration eTendering website and any instructions which may have been supplied with the EOI Summary and/or Summary File.

A Respondent must observe the following format for submissions:

- (a) An electronically lodged Response must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 2003, or any other format required by the EOI, identified below:

Microsoft Excel 2003, Adobe Acrobat Reader Rel. 7.0 or greater with text-search and text and image copy capability enabled

- (b) If a Respondent compresses files, it must be possible to decompress them using WinZip. A Respondent must not submit self-extracting (*.exe) zip files.

- (c) A Respondent must not change pre-existing text in the EOI other than to insert the required information.

Signatures are not required for a Response submitted to the NSW Department of Services, Technology and Administration Tenders web site. A Respondent must ensure that a Response is authorised by the person or persons who may do so on behalf of the Respondent and appropriately identify the person and indicate the person's approval of the information communicated.

If a Respondent experiences any persistent difficulty with the NSW Department of Services, Technology and Administration tenders web site in submitting a Response or otherwise, it is encouraged to advise the Contact Officer.

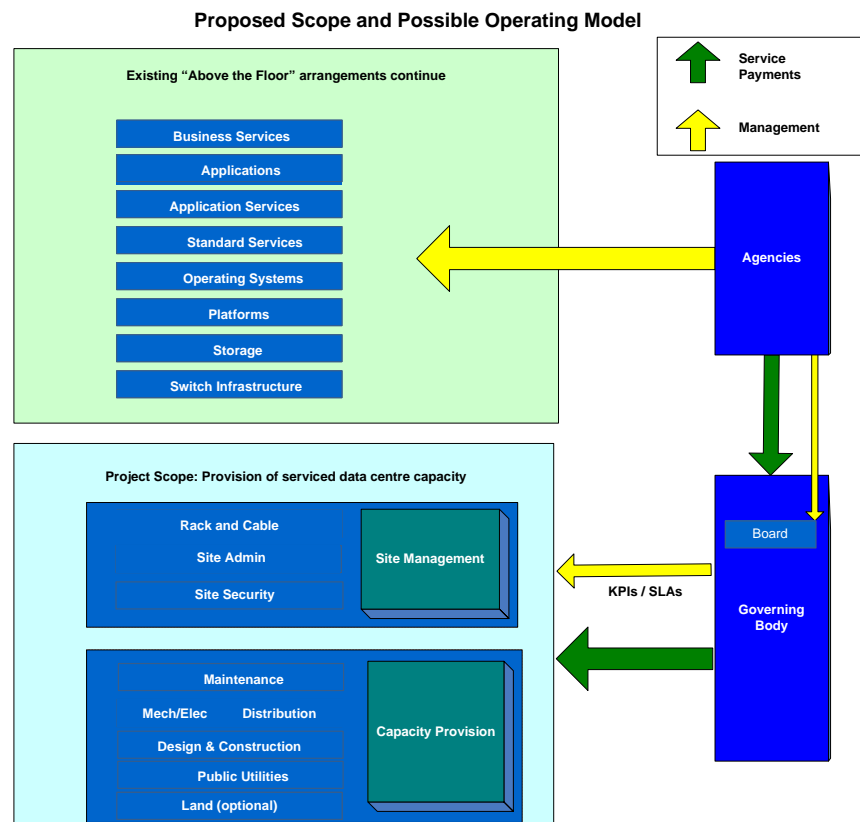
The e-mail receipt that is sent to the Respondent after successfully uploading the Response is the only official evidence of Response lodgement provided.

4 Proposed Project Scope and Commercial Principles

4.1 Project Scope

The scope of the Project is the “below and near floor” services involved in providing operational data centre capacity. The scope of this procurement does not extend to “above the floor” management of ICT assets, systems and services. Above the floor services do not form part of the Project and will continue to be managed by individual government agencies under their existing or future arrangements. There are to be no restrictions on access by agencies and third party vendors for any “above the floor” service provision.

The diagram below summarises the scope of the Project.



Further information on the details of the required scope is contained in Appendices A and B.

The Board seeks to evaluate Respondents’ demonstrated capabilities in the provision and operation of data centres.

4.2 Proposed Service Modules

The overall capabilities sought by the Board in this EOI stage will be evaluated in two distinct Modules: Module A relates to the provision of and maintenance of data centre capacity. Module B relates to operations and site management services.

Respondents are required to respond to both Modules.

Scope and capabilities	EOI Module
<p>The establishment and provisioning of operational data centre facilities including design, construction, finance (in the case of new facilities) and maintenance, including:</p> <ul style="list-style-type: none"> the provisioning of data centre facilities of comparable scope and scale to the facilities required by the NSW Government; expertise and knowledge in relation to current and future trends in the design and construction of data centres, including the potential impacts on operational efficiencies on a long term basis; and expertise and knowledge in relation to current and future environmental issues impacting on data centre design and construction. 	EOI Module A
<p>Site and facilities management: Services for the ongoing site management of Data Centre Facilities, limited to “below the floor” and “close to the floor” services including:</p> <ul style="list-style-type: none"> the provision of data centre site management services of comparable scope and scale to the services required by the NSW Government; expertise and knowledge in relation to current and future trends in the operation of data centres, including the potential impacts on operational efficiencies on a long term basis; and expertise and knowledge in relation to current and future environmental issues impacting on data centre operations. 	EOI Module B

The NSW Government seeks a single head contract and a single point of responsibility. Where a potential Respondent’s capabilities are limited to either (but not both) Module they may consider participation in

a consortium, Responses from consortia will be considered, particularly if this provides the opportunity to respond to both Modules.

Respondents are invited to comment on the proposed structure from the perspective of the NSW Government 's stated objectives.

4.3 Required Facilities

The Board contemplates that the NSW Government's proposed Data Centre Facilities will:

- comprise a pair of linked facilities in an active-active configuration. Respondents are invited to submit their capabilities to provide either or both facilities;
- have no restrictions on vendor access for any service provision, including a requirement for the need to provide / permit resilient points of presence for major telecommunications vendors;
- provide secure access for agency staff, segregated from any non-government tenants;
- include associated office and storage space;
- have multiple power links;
- both be purpose-designed with approximately Tier II and Tier III levels of resilience available as defined by the Uptime Institute³. Data centres should be capable of responding to the different reliability (Uptime Tier standards) and power density requirements of various government agencies.
- be able to dissipate and cool ICT equipment;
- have fire and smoke detection and suppression;
- have separation between the data centres consistent with best practice for disaster recovery planning, given the scale and scope of the proposed use of the Data Centre Facilities; and
- have a critical site security profile and specification in accordance with relevant standards (as specified by the NSW Government).

³ Certification of Tier not required, precise resilience levels will be specified in the RFT documentation and may be subject to interactive value engineering with shortlisted Respondents during the RFT stage and with the Preferred Respondent beyond the RFT stage.

4.4 Location of Sites

The geographic location of the two data centre sites is yet to be determined. The Board invites Respondents to propose sites for the two data centres, new or existing, which are capable of growing to accommodate future committed and uncommitted growth in ICT load and demonstrate value for money to the NSW Government.

Although there is a preference for one or both data centres to be located in New South Wales, the Board is willing to consider proposals for the Data Centre Facilities on private land or NSW Government land in any state or territory of Australia.

There may be regional development benefits in locating one or more of the data centre sites beyond the Sydney metropolitan area.

Preliminary investigation shows the following regional locations may be suitable data centre locations offering regional development and or environmental advantages (eg low ambient air temperatures) alongside access to reliable power and communications infrastructure:

Hunter Valley, Illawarra, Goulburn/ACT border, Bathurst/Orange/Blue Mountains.

Respondents may propose sites that they have already been assessed but are also invited to propose known NSW Government owned sites which they consider to be well-suited to the NSW Government's requirements for the Project. Such sites could comprise vacant land or form part of a larger existing campus.

Data centre accommodation will be utilised in an active-active configuration. Respondents are invited to comment on any implications this may have for the siting and geographical separation between the two data centres.

Identification and/or recommendation of one (if the Respondent proposes providing data centre capacity at only one site) or two appropriate sites (new and/or existing) for the data centres demonstrating the best value for money solution to the NSW Government. Respondents who do not at this stage wish to propose a site should comment on the NSW Government's proposed site strategy

4.5 ICT Load and asset mix

In the interest of achieving the earliest possible delivery of this Project, this EOI has been released ahead of the NSW Government finalising its load commitments on commencement of the Project. The NSW Government expects to commit to migrate a proportion of its total data centre ICT load to the Project on a take-or-pay basis as follows:

Table 1 – Projected NSW Government data centre ICT load curve (kW)

Service Tier level*	2010 – 2011	2011 – 2012	2012 – 2013	2013 – 2016
Tier II	900	1,800	2,500	2,500
Tier III	1,000	1,200	1,300	1,300
Committed load	1,900	3,000	3,800	3,800
Uncommitted load	3,900			
Total forecast load	5,800			

*Tier levels are intended as approximate guidelines, are not required to be certified. Detailed resilience and redundancy requirements will be set out at the RFT stage.

The above total load relates to migration forecasts and not anticipated demand across the Government.

Should the Sourcing Process proceed to contract the NSW Government's intention is to commit to specific volumes of capacity, which may vary from the load in this EOI.

The NSW Government is seeking to procure data centre capacity at the load levels above (subject to any increases in committed levels beyond the levels above) with redundant growth capacity to enable additional capacity to be made available as committed load grows over time. Following successful commissioning, additional capacity is required to be made available in contiguous space in increments of no less than 500 sqm. the NSW Government anticipates agencies whose data centre ICT load is at present uncommitted will increasingly seek to access the Project facilities over time. the NSW Government proposes to review load levels on an ongoing basis before and after completion of contract and to notify the Project Respondent(s) of increases in the required load levels (at which point such additional load will become committed for a period of no less than 5 years (but not necessarily for more than 5 years). The NSW Government will require such increases above committed load levels to be met provided the agreed notice periods have been met. The NSW Government anticipates providing at least 12 months notice for any increase in load beyond 300kW and not exceeding 30% of the committed load at that point in time.

NSW Government agencies currently operate a diverse mix of assets from multiple suppliers. It is anticipated that this diversity of equipment density will continue, albeit trending towards higher average density over time. The following is purely indicative approximate spread of equipment types:

- High density servers including blades 30%
- Legacy low density servers 30%
- Storage 30%
- Network fabric 10%

4.6 Accommodating future load growth

Respondents are invited to comment on their ability to provide for the committed load levels set out above as these levels grow beyond the above loads over time. In addition Respondents are invited to comment on their ability to provide redundant capacity to facilitate further expansion to cater for as-yet uncommitted loads, subject to appropriate advance notice.

The NSW Government wishes to minimise the amount of demand risk it takes in relation to loads beyond the committed load level as set out in the RFT documents (which will be a revision of the levels set out in the above table).

As technology changes over time, the mix of government ICT assets may also change, with the likely trend towards increased power density. Consideration should be given to any initial expansion, where such expansion may be facilitated through the upgrade of power and cooling systems to accommodate a higher density of computer equipment. Respondents are invited to comment on the level of occupied physical capacity required to trigger a request for additional contiguous capacity as an alternative to power and cooling upgrades, bearing in mind the NSW Government's desire to minimise its total cost.

4.7 Data centre efficiency and continuous improvement

The NSW Government encourages Respondents to develop proposals based on an optimal level of efficiency, balancing capital costs with ongoing utility consumption costs in order to achieve the lowest whole-of-life cost. Further detailed guidance in relation to efficiency requirements will be set out at a further stage of the Sourcing Process.

The NSW Government believes there may be scope to improve the efficiency of facilities:

- at points of expansion of capacity (either expansions in contiguous space or power and cooling upgrades);

- at end-of-life replacement of mechanical and electrical equipment (including in particular UPS and cooling and air handling plant); and
- during the life of such plant subject to innovations in technology and operating practices

The NSW Government seeks to evaluate the capability of Respondents to ensure data centres operate at optimal levels of efficiency over the long term.

4.8 Service levels

Resilience of service is of the utmost importance to the NSW Government and is a key rationale driving the migration to modern, purpose-built data centres.

The provision of services will be subject to monitoring against Service Levels and other Key Performance Indicators (KPIs). In the event service level provision falls below agreed minimum threshold levels, the NSW Government will require the right to “step in” to ensure continued provision of adequate service levels, either directly or through the appointment of alternative providers.

The ongoing provision of services may be terminated for serious performance failures on the basis of agreed KPIs and Service Levels. Continued provision of services:

- will be subject to ongoing performance requirements (with step-in and termination rights in the event of performance failure or breach and to veto any subsequent renewal / replacement); and
- (in relation to Module B services) will be subject to performance review against KPIs and service levels throughout the life of the project. The review will be performed annually, with rights of renewal being at the end of the first year, then five-yearly, subject to performance and cost benchmarking and market testing

Data Centre Facilities will require physical (staffed) security 24/7 monitoring of the building, parking areas and external access points and compliance with information security management standard and code of practice⁴.

Respondents are invited to submit proposals that best support these objectives and ongoing operational requirements.

⁴ ISO/IEC 27001:2005 Information technology -- Security techniques -- Information security management systems – Requirements; and

ISO/IEC 27002:2005. Information technology -- Security techniques -- Code of practice for information security management.

4.9 Payment arrangements

Consistent with the principles outlined in 4.8 above, Services are to be provided on a “no service no fee” basis. Payments will be made upon the delivery of the contracted services. Sub-standard performance or non-availability will result in reduced (or nil) payments (via deductions).

the NSW Government proposes data centre space be paid for on the basis of availability and performance, including the achievement of agreed energy efficiency levels (Power Usage Effectiveness - PUE), taking into account occupation levels and ICT asset characteristics. Different reliability (Tier) levels will be priced differently.

Further details of the proposed payment arrangements will be set out in the RFT documentation.

the NSW Government requires the right to extend its occupied Data Centre space at the end of the initial term of the Project period (Initial Term) on terms no less advantageous than those prevailing during the Initial Term.

4.10 Allocation of risk

The NSW Government is seeking to maximise value for money for the NSW Government for the Project. This will be achieved, in part, through the optimal allocation of Project risk.

4.11 Use of data centre capacity by third parties

The NSW Government does not require provision of data centre capacity on an exclusive use basis. Respondents may submit proposals based on shared access with third parties, if this approach offers better value for money. Appropriate security arrangements will be determined with reference to published security and audit standards.

In particular, the NSW Government believes Respondents may identify the scope for third parties to take up redundant data centre capacity in advance of such capacity being required by the NSW Government.

5 EOI Evaluation

5.1 EOI Stage

The EOI is being conducted in accordance with strict probity principles and overseen by the Project's Probity Adviser.

5.2 Evaluation Criteria

The Board will make a value for money assessment, having regard to risk, against the following evaluation criteria:

- Compliance with the requirements set out in this EOI
- General Experience and Capability
- Commercial and Financial Capability
- Procurement and Delivery Capability
- Maintenance and Operation Capability
- Environmental Impact
- Innovation
- Location
- Timetable
- other matters

Part B (Bidder Response Schedule) sets out in more detail the Evaluation Criteria used to shortlist Respondents. The Board requires Respondents to set out their Responses in a format that directly mirrors the criteria.

6 Requirements for Responses

6.1 Responding to the EOI

This EOI is issued subject to all of the provisions set out in this EOI, including the terms and conditions in Section 7 of this EOI. By submitting a Response, Respondents will be taken to have agreed to all of those provisions.

Consortium / single entity Responses

A Respondent may submit a Response on its own behalf.

A Consortium Response may be submitted. Where a Consortium Response is submitted:

- the Consortium must nominate from within the Consortium a “prime contractor” who is prepared to enter into a contract with the NSW Government in relation to the Project on a “prime contractor” basis, with that member engaging the other Consortium members as sub-contractors;
- the Consortium may, if it wishes, propose alternative prime contractors from within the Consortium or alternative contracting structures for the Board’s consideration, and if it does so, must provide reasons why those alternatives would not disadvantage the NSW Government when compared to the approach described in this paragraph. Any such alternatives must be in addition to, and not in substitution for, a response on the basis described in this paragraph; and
- a Respondent and each other Consortium member will each be required to represent, warrant and undertake that such Consortium is prepared to participate in any subsequent stages of the Sourcing Process, and that the Consortium will remain in place for such purposes. Such representation, warranty and undertaking will remain valid for the duration of the Sourcing Process.

Form and Length of Responses

- Responses shall be as concise as possible whilst enabling the NSW Government to evaluate them.
- Respondents are required to limit their responses to a page number limit of 40 pages not including:
 - Annual reports and other reference documents.
 - Index and cover page
 - Part B Sections 1 and 2 of Responses

- Reference documents, appendices and annual reports should be presented separately. Other than annual reports, corporate marketing documents, brochures or other similar material of a general nature shall not be included in Responses.
- the NSW Government reserves the right only to evaluate Responses up to the specified 40 pages limit.
- If information is required by more than one part of this EOI, it need only be provided once and its location within the Response should be referenced clearly in all other parts to which it relates.

Compliant Response

The Board is seeking Responses that demonstrate the capability to deliver the NSW Government's objectives in relation to the Project. Respondents will be required to submit a Compliant Response which addresses requirements of both Modules A and B.

The Board considers that there may be substantial advantages in combining Modules A and B within a single contract and encourages Consortia to form, if required, to respond to this EOI.

Alternative Responses

Where Respondents elect to submit a Compliant Response, Respondents may also provide one or more Alternative Responses at their option:

- a Response that provides a separate offer to meet the requirements of only EOI Module A (in addition to the submission of a Compliant Response); and/or
- a Response that provides a separate offer to meet the requirements of only EOI Module B (in addition to the submission of a Compliant Response); and/or
- a Response that otherwise departs from the proposed arrangements set out in this EOI (in addition to the submission of a Compliant Response).

Respondents must submit one Compliant Response and, at their option, may submit multiple Alternative Responses.

Where an Alternative Response is submitted, Respondents must set out how the Alternative Response offers better value for money to government than the Compliant Response. The level of information required for each Response must be sufficiently detailed to allow evaluation of the Response on an independent basis, with sufficient information provided to support a decision by the NSW Government to shortlist where applicable.

Variations and addenda

If the Board varies this EOI (including any dates, milestones or timeframes referred to in this EOI), the Board will issue an addendum via the NSW Department of Services, Technology and Administration eTendering website⁵. Each addendum will form part of this EOI, and a Response to each addendum must be incorporated into its Responses.

Respondents should read the main policy document relating to the NSW Government Procurement Policy⁶. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Respondents' attention in this clause. In their Responses, Respondents must also comply with the NSW Government Code of Practice for Procurement⁷.

Lodgement of a Response will itself be an acknowledgement and representation by the Respondent that it is aware of the requirements of the Code, that the Respondent will comply with the Code and that the Respondent agrees to provide periodic evidence of compliance with the Code. If a Respondent has failed to comply with the Code, this failure will be taken into account by the Board when considering its Response to this EOI or any subsequent EOI or tender invitation and may result in this or any subsequent Response being passed over without prejudice to any other rights of action or remedies available to the Board.

6.2 Enquiries

The Contact Officer for this procurement process is:

Name: Sam Field
Tel: 02 9372 7699
Email: sam.field@services.nsw.gov.au

All communications relating to this EOI (including any questions), whether before or after the Closing Time, must be directed through the Contact Officer. All such communications must be in writing (which may include emails) in accordance with the requirements set out in paragraph 7 of this EOI.

Respondents must not communicate directly with any representative of the NSW Government in relation to this EOI without the prior written consent of the Contact Officer, which may be given subject to conditions, such as the requirement for a representative of the Board or NSW Procurement – Contracting Services to participate in any meeting so permitted.

⁵ <https://tenders.nsw.gov.au>

⁶ http://www.treasury.nsw.gov.au/__data/assets/pdf_file/0004/3955/tpp04-1.pdf

⁷ http://www.treasury.nsw.gov.au/__data/assets/pdf_file/0015/1356/code_of_prac-curr.pdf

6.3 Clarification Process

Should the Board require additional information to that contained in a Response, the Board reserves the right in its absolute discretion to:

- enter into discussions or written communications with any Respondent or Consortium member;
- request written clarification or meetings with the relevant Respondent; or
- conduct site visits,

to seek clarifications and obtain additional information to enable the Board to evaluate a submission without undertaking similar discussion or written communications with any other Respondent. The Board will endeavour to give the Respondent as much notice as possible of any meeting or site visit, and provide details of any specific items that the Board would like the Respondent to address in any such meeting or site visit.

Respondents may be invited to present their capabilities at a presentation and interview meeting. Such meetings shall be held at the absolute discretion of the Board.

The Board may make inquiries of any organisation to assist in establishing the suitability of any organisation, product or service tendered. This includes the right to contact and/or visit:

- (a) any sites proposed by the Respondent as reference sites; and
- (b) any sites of any other customers of the Respondent.

The Board may request those referees and reference sites to provide any information about the Respondent which the Board considers relevant to the evaluation of the Response.

The Board also reserves the right to carry out due diligence and / or credit checks through a recognised credit rating organisation and / or reference checks on each Respondent responding to this EOI. The information obtained from referees will be used to assess Responses.

The submission of a Response to this EOI will be taken as an acknowledgement and acceptance of the above. Failure by any Respondent to agree to any of the foregoing may result in its Response not receiving further consideration.

6.4 Probity Adviser

The Board has appointed a Probity Adviser to advise on the selection process for the EOI Responses and any consequent negotiations. The Probity Adviser's role is to ensure that fairness and impartiality are observed in relation to the conduct of the EOI Stage.

At the date of this EOI, the Probity Adviser's details are:

Name: Len Withers

Company: Walter Turnbull

Phone: +61 (0)2 6247 6200

Email: LWithers@walturn.com.au

The Board may change the Probity Adviser at any time by notice via the NSW Department of Services, Technology and Administration eTendering website at <https://tenders.nsw.gov.au>.

7 General Terms and Conditions

7.1 Code of Practice for Procurement

- (a) Respondents must comply with the NSW Government Code of Practice for Procurement (the Code), which is available at:

http://www.treasury.nsw.gov.au/data/assets/pdf_file/0015/1356/code_of_prac-curr.pdf

- (b) Lodgement of a Response will itself be an acknowledgement and representation by the Respondent that it is aware of the requirements of the Code, that the Respondent will comply with the Code and that the Respondent agrees to provide periodic evidence of compliance with the Code.
- (c) If a Respondent has failed to comply with the Code, this failure will be taken into account by the Board when considering its Response to this EOI or any subsequent tender invitation and may result in this or any subsequent Response being passed over without prejudice to any other rights of action or remedies available to the Board.

7.2 Submission of electronic Responses

A Response submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than Responses lodged by other means.

A Respondent, by electronically lodging a Response, is taken to have accepted the condition detailed herein and on the NSW Department of Services, Technology and Administration eTendering website.

Electronically submitted Responses may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider a Response that cannot be effectively evaluated because it is incomplete or corrupt. Note that:

- (a) To reduce the likelihood of viruses, a Respondent must not include any macros, applets, or executable code or files in a Response;
- (b) A Respondent should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

7.3 Custody of Responses after Receipt

All Responses submitted are kept in a NSW Department of Services, Technology and Administration Tender Box, which is secure, until after the Closing Time.

- (a) On receipt of Responses lodged electronically through the NSW Department of Services, Technology and Administration Tenders web site, all Responses are encrypted and stored in the secure "electronic tender box."
- (b) For reasons of probity and security, NSW Department of Services, Technology and Administration is prevented from interrogating the electronic tender box to ascertain whether Responses have been received, until after the Closing Time.

7.4 Clarification by Respondent while EOI is open

- (a) During the EOI Phase, Respondents may seek clarification of the general or technical areas of the EOI through the Contact Officer nominated in the EOI.
- (b) The Board may disclose any questions from any Respondent, and the Board's answers to those questions, to all other Respondents. Where the Board does so, the Board will not attribute the source of the questions to that Respondent. The Board will not disclose questions from a Respondent where that Respondent requests under paragraph (c) that the question and its answer be kept confidential because it is not a clarification to the EOI but relates to that Respondent's specific Response, and the Board agrees with the Respondent's assessment.
- (c) If a Respondent considers that a question it provides to the Board is confidential because it relates to that Respondent's specific Response, the Respondent must request at the time the question is asked that the question and its answer be provided only to that Respondent. Where a Respondent does so, the Board will inform that Respondent if the Board disagrees with the Respondent's assessment. If the Board informs the Respondent that it so disagrees, the Respondent may withdraw its question by notifying the Board of such withdrawal within five business days of the Board so informing it.

7.5 Extensions of time

- (a) The EOI invitation period is set to provide sufficient time for Respondents to consider and respond to the requirement. Shorter or longer periods are set, depending on such factors as urgency or complexity of the requirement.

- (b) Extensions will not occur unless there are exceptional circumstances.
- (c) Determination of requests for extension by potential Respondents will take account of both the particular circumstances and timeliness of the request.

7.6 Respondents to inform themselves

- (a) Respondents shall be deemed to have:
 - (i) examined the EOI and any other information made available in writing by the NSW Government to Respondents for the purpose of responding to the EOI;
 - (ii) examined all information relevant to the risks, contingencies, and other circumstances having an impact on their Response, which information is able to be obtained through making reasonable enquiries; and
 - (iii) satisfied themselves as to the correctness and sufficiency of their Response, and that their Response cover the EOI conditions and all matters and things necessary for the due and proper performance and completion of the work described in the EOI.
- (b) Should a Respondent find any discrepancy, error or omission in the EOI the Respondent shall notify NSW Procurement – Contracting Services in writing thereof on or before the Closing Time.

7.7 Variation of Responses

- (a) At any time before the Board decides on an appropriate procurement strategy (including, but not limited to, the short-listing of EOI Respondents for purposes of submitting fixed-price proposals), a Respondent may vary its Response:
 - (i) by providing the Board with further information by way of explanation or clarification (“provide an explanation”);
 - (ii) by correcting a mistake or anomaly (“correct a mistake”); or
 - (iii) by documenting any agreed changes to the Response negotiated with the Board in accordance with this Sourcing Process.
- (b) Such a variation may be made either:
 - (i) at the request of the Board, or

- (ii) with the consent of the Board at the request of the Respondent,

but only if,
 - (iii) in the case of variation requested by the Respondent to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the Respondent to provide the explanation or correct the mistake or anomaly.
 - (iv) If a Response is varied to provide an explanation or correct a mistake, the Board will provide all other Respondents whose Responses have similar characteristics with the opportunity of varying their Responses in a similar way.
- (c) A variation of a Response will not be permitted if in the Board's view:
 - (i) it would substantially alter the original Response; or
 - (ii) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Response in a way which would give a Respondent an unfair advantage over other Respondents.

7.8 Evaluation of EOI Responses

- (a) Respondents are advised to respond clearly to all the information requirements listed in this Expression of Interest.
- (b) Responses will be assessed against the selection criteria, which are not necessarily exhaustive, in order of significance, or of equal weighting. The selection criteria and weighting of the selection criteria will be determined by the Board in its discretion.
- (c) In evaluating Responses, the Board may take into account not only the information that Respondents provide in their Responses, but also any other information that the Board may obtain in relation to Respondents (including information obtained from Respondents or any other persons pursuant to section 6.3 of this EOI (**Clarification Process**)).
- (d) The Board reserves the right to obtain the services of independent industry experts to assist in the evaluation of Responses.
- (e) The Board reserves the right to reproduce any Responses either in whole or in part for evaluation purposes.

- (f) The Board will determine in its sole discretion which Respondent(s) (if any) that it qualifies for participation in any subsequent stage in the Sourcing Process.
- (g) The Board intends to only evaluate products and services tendered in accordance with the scope of this EOI.

7.9 Ability to vary the Sourcing Process

- (a) While paragraph 1.4 (Project Procurement Process and Timetable) and 5.1 (EOI Stage) describe the Board's intention in relation to the EOI process, the Board is not under any obligation to take any of the steps referred to in those paragraphs.
- (b) The Board may at any time and for any reason:
 - (i) vary this EOI (including any dates, milestones or timeframes referred to in this EOI);
 - (ii) not proceed with the EOI process and/or with any other phase of the Sourcing Process; or
 - (iii) proceed in a manner other than as described in paragraph 1.4 (Project Procurement Process and Timetable) and 5.1 (EOI Stage). This may include the Board entering into discussions or negotiations with one or more entities directly for the Project; or
 - (iv) terminate further participation in the Sourcing Process by a Respondent for any reason.
- (c) If the Board varies this EOI, the Board will issue an addendum to notify Respondents (or for a Consortium Response, the nominated prime contractor) in accordance with paragraph 6.1 (Responding to the EOI). If the Board does not proceed with the EOI process and/or any other part of the Sourcing Process, the Board will notify Respondents (or for a Consortium Response, the nominated prime contractor) accordingly. If the Board proceeds in a manner other than as described in paragraph 1.4 (Project Procurement Process and Timetable) and 5.1 (EOI Stage), the Board will notify Respondents (or for a Consortium Response, the nominated prime contractor) whether or not the Board believes they are qualified to participate in that amended procurement process. If the Board terminates a Respondent's further participation in the Sourcing Process, the Board will notify Respondents (or for a Consortium Response, the nominated prime contractor) accordingly.
- (d) The Board reserves the right during any phase of the Sourcing Process to:

- (i) nominate sub-contractors of particular goods or services to work with entities the Board has qualified for such subsequent phase; and
 - (ii) appoint one or more different entities or Consortia to provide parts of the Project scope.
- (e) Notwithstanding anything contained in this EOI, the Board reserves the right to determine at any time, in its sole discretion, whether to:
 - (i) issue any subsequent RFT or other procurement documentation to a broader group of entities (which may include additional entities that have not responded to this EOI); or
 - (ii) enter into discussions or negotiations directly with one or more entities (which may include additional entities that have not responded to this EOI),

in relation to Data Centre Facilities, or any goods or services contemplated under this EOI (whether based on information obtained pursuant to this EOI or any market soundings or any other sources of information).

7.10 Right to discontinue the process

- (d) Discontinuance of process:
 - (i) In addition to its right to decide on any of the procurement strategies in this EOI, the Board reserves the right to discontinue the Sourcing Process at any point, without making a determination regarding the EOI from one or more Respondents.
 - (ii) The Board will not be liable for any losses suffered by a Respondent as a result of discontinuance of the Sourcing Process, including costs of responding.

7.11 Disclosure of Information by Respondent

- (a) No potential Respondent shall disclose any information relating to this Sourcing Process or the required services via any media release or any other publication without the prior written consent of the Board.

7.12 Disclaimer

- (a) The Board is not committed contractually in any way to those individuals, partnerships or organisations whose Responses are accepted. The issue of this invitation for EOIs does not commit

or otherwise oblige the Board or the NSW Government to proceed with any part or steps of the process.

- (b) Whilst the information contained in this invitation for EOIs has been formulated with all due care, the Board does not warrant or represent that the information is free from errors or omissions. The information is made available on the understanding that the Board and the NSW Government and its respective employees and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.
- (c) Furthermore, the Board takes no responsibility for the accuracy, currency, reliability and correctness of any information included in this EOI.

7.13 Complaints on EOI Stage

Should any Respondent feel that it is unnecessarily precluded from responding or penalised in any way by terms or specifications, it is invited to write, in confidence, to:

The Chairperson
State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

7.14 Notification of Short Listed Respondents

No Respondent shall be deemed to have been short-listed until the Respondent has been notified of such by the Board in writing.

7.15 No Economic Opportunity

- (a) By lodgement of an EOI with the Board, the Respondent affirms that it has not given, offered to give, nor intends to give at any time thereafter, any inducement or reward including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service to any public servant or employee, agent or subcontractor of the Government of New South Wales in connection with the submitted EOI.
- (b) If the Respondent is found to have offered any inducement or reward in accordance with the preceding paragraph, or is found to have committed corrupt conduct in accordance with the provisions of the *Independent Commission Against Corruption*

Act 1988, the EOI lodged by the Respondent shall be disqualified.

NOTE: Respondents should note that any offer of an inducement or reward to any employee or agent of the Government of New South Wales in connection with the invitation and submission of any EOI may constitute a criminal offence under the *Crimes Act 1900* and/or corrupt conduct under the *Independent Commission Against Corruption Act 1988*.

7.16 Freedom of Information

- (a) The *Freedom of Information Act 1989* (the **FOI Act**), or successor acts, gives to members of the public, rights of access to official documents of the New South Wales Government and its agencies. The FOI Act extends, as far as possible, the right of the community to access information (generally documents) in the possession of the New South Wales Government, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- (b) Should a request be made under the FOI Act (other than routine disclosure of tender and contract information as provided in the FOI Act or disclosures made in accordance with the NSW Government Tendering Guidelines) a decision by the NSW Government to grant or refuse access to EOI, tender and/or contract documents considered to be 'commercial-in-confidence' would normally be made only after consultation with the Respondent, tenderer or contractor concerned. Such consultation would nevertheless be without prejudice to any decision to release the information, such decision ultimately being determined by the requirements of the FOI Act.

7.17 Exchange Of Information Between NSW Government Agencies

- (a) Lodgement of a Response will itself be an authorisation by the Respondent to the Board to make available, on request, to any NSW Government agency information, including but not limited to, information dealing with the Respondent's performance for any agreement that may ultimately be 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 or termination of contract.
- (b) The provision of the information by the Board to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the Respondent shall have no claim against the Board 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.

- (c) In the evaluation of Responses, the Board may take into account any information supported by some evidences about the Respondent that the Board receives from any source.
- (d) To avoid doubt, information which may be collected, exchanged and used in accordance with this provision includes “personal information” about the Respondent for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a Response will be an authorisation by the Respondent to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause.

7.18 Assumptions and descriptions of the Board

While the Board is seeking Responses in relation to the matters in this EOI, any assumptions and any descriptions as to the scope of operations of the Project or the scope of work in this EOI should not be taken as a commitment by the NSW Government that such scope will be the subject of the next stage of its Sourcing Process or of any contract that may be awarded in relation to the Project. The Board's views and those of the NSW Government may develop and change depending on a variety of factors, including Responses to this EOI.

7.19 Alternative terms not binding

As stated at the beginning of this EOI, this EOI is issued by the Board subject to all of the provisions set out in this EOI. No alternative provisions proposed by a Respondent (including any modifications to the provisions of this EOI) will be of any force or effect unless and to the extent those alternative provisions are expressly accepted by the Board in writing. The evaluation of a Response by the Board that includes any such alternative provisions is not to be taken as acceptance by the Board of those alternative provisions.

7.20 Commitments from Respondents

- (a) The Board will be making important procurement decisions based on Responses. Accordingly:
 - (i) Respondents are required to represent, warrant and undertake to the Board that, as at the date of submission of their Response, all information in their Response is true, accurate and complete, and not misleading in any way.

- (ii) Subject only to notification by a Respondent under Section 6, a Response will be considered a binding representation, warranty and undertaking made by the Respondent that may be relied upon by the Board (including for the purposes of any subsequent stages of the Sourcing Process) and incorporated in any contract that may be awarded in relation to the Project.
- (b) Without limiting paragraph 7.20(a)(i), a Respondent must promptly notify the Board if any matter dealt with in its Response changes after the date of submission of its Response. A Respondent must do so until such time as the Board notifies it that the Board has not qualified the Respondent to participate in any subsequent stage of the Sourcing process.

7.21 Intellectual property rights in this EOI

All intellectual property rights in this EOI and any information provided by Respondents to the Board during the Sourcing Process are retained by the Board and its licensors. This EOI and any information provided by the Board during the Sourcing Process may only be used for the purposes of preparing a Response and participating in the Sourcing Process.

7.22 Intellectual property rights in Responses

- (a) All information submitted in response to the EOI shall become the property of the Board. All such material shall be treated as Confidential Information and will only be disclosed for the purposes of evaluation or as required by law or government policy. The Board may make copies of the Responses for any purpose related to the evaluation of the EOI.
- (b) Notwithstanding paragraph (a), all intellectual property rights in a Response belongs to the Respondent or its licensors. Subject to paragraph 7.23 (Confidentiality), the Respondent grants to the Board a royalty-free, perpetual and irrevocable licence to use, copy, adapt and modify a Response for any purpose related to the Sourcing Process, including for the purpose of evaluating a Response.
- (c) The Board may sublicense the rights granted under paragraph (b) to its contractors, consultants and professional advisers and to any other part of the NSW Government, for the purpose referred to in paragraph (b).

7.23 Confidentiality

- (a) Subject to paragraphs (b) and (c), the Board will treat any Confidential Information in a Response as confidential and

unless otherwise required by law, will not disclose such Confidential Information to any third party except to those contractors, consultants and professional advisers of the NSW Government who the Board believes has a need to know and access such Confidential Information for the purpose referred to in paragraph 7.23 (b).

- (b) The Board may disclose:
 - (i) any questions from Respondents and the Board's answers to those questions, to all other entities that have registered to receive a copy of this EOI, in the circumstances described in paragraph 7.4 (Clarification by Respondent while EOI is open);
 - (ii) the identity of those entities that:
 - (A) register to receive a copy of this EOI;
 - (B) submit a Response to this EOI, or in the case of a Consortium Response, the identity of all Consortium members; and
 - (C) the Board qualifies to participate in any subsequent stage in the Sourcing Process,to any person (including other entities that have registered to receive a copy of this EOI); and
 - (iii) information received from one Consortium member relating to that Consortium, to all other members of that Consortium.
- (c) the NSW Government's Confidential Information
 - (i) Each Respondent must treat the NSW Government's Confidential Information as confidential and, unless otherwise required by law, must not disclose the NSW Government's Confidential Information to any third party except to the Respondent's personnel who have a need to know and access the NSW Government's Confidential Information for the purpose of the Respondent's participation in the EOI Stage.
 - (ii) Each Respondent must ensure that any third party to whom it discloses the NSW Government's Confidential Information keeps such information confidential and, unless otherwise required by law, does not disclose it to any third party.
 - (iii) Upon receipt of a request to do so, a Respondent must (at the Board's option) return to the NSW Government or destroy any of the NSW Government's Confidential Information, and any other materials that are owned by

the NSW Government or its licensors, in that Respondent's possession or control.

7.24 EOI not an offer

This EOI is not intended to constitute an offer by the Board to enter into a contract for the provision of the Project, or any other goods or services.

7.25 Liability

- (a) To the maximum extent permitted by law, the maximum aggregate liability of either the NSW Government or the Board for any and all losses claims under or in relation to this EOI or the Sourcing Process, whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to \$100,000. For a Consortium, the limit in this paragraph will apply in aggregate across all members of the Consortium.
- (b) To the maximum extent permitted by law, neither the NSW Government nor the Board will be liable for, and no measure of damages will, under any circumstances, include:
 - (i) special, indirect, consequential, incidental or punitive damages; or
 - (ii) damages for loss of opportunity, profits, revenue or goodwill,whether in contract, tort (including negligence), in equity, under statute based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (c) In the case of Consortium Responses:
 - (i) only the nominated prime contractor may bring a claim against the Board or the NSW Government in relation to this EOI or the Sourcing Process; and
 - (ii) the nominated prime contractor agrees to indemnify and hold the Board and the NSW Government harmless against any claim brought against the Board by any other member of the Consortium in relation to this EOI or the Sourcing Process.

7.26 Costs and expenses

The Respondent must bear its own costs and expenses associated with the preparation and submission of its Response, and its participation in the Sourcing Process.

7.27 Conflicts of Interest

- (a) The Respondent must indicate in its Response whether, as at the date of submission of its Response, any actual or potential Conflict of Interest exists in relation to its participation in the Sourcing Process.
- (b) The Respondent must promptly notify the Board if any such actual or potential Conflict of Interest arises after the date of submission of its Response.
- (c) If any such actual or potential Conflict of Interest arises, the Board may:
 - (i) exclude the Respondent from further participation in the Sourcing Process;
 - (ii) enter into discussions with the Respondent to seek to resolve the Conflict of Interest; and/or
 - (iii) take any other action the Board considers appropriate.

7.28 No collusive conduct

The Respondent or Consortium and its Related Bodies Corporate must not engage in any conduct that might be regarded as collusive or anti-competitive. If the Board believes that the Respondent or its Related Bodies Corporate have engaged in such conduct, this may result in the Respondent's Response being excluded from the Sourcing Process.

7.29 Other NSW Government requirements

If a Respondent is qualified to participate in any subsequent stage in the Sourcing Process, it may be required to comply with other applicable NSW Government policies. Those policies may include:

- (a) occupational health and safety requirements;
- (b) compliance with technical standards;
- (c) environmental management requirements.
- (d) In addition, the NSW Government recently announced:

- (i) the Local Jobs First Plan, under which the Australia and New Zealand (ANZ) Price Preference Margin is to be applied in the evaluation of tenders. Under this policy, the ANZ Price Preference Margin is applied in the form of a 20% discount on the declared ANZ content of tendered goods and services of ANZ small to medium enterprises (SMEs) only; and
- (ii) the NSW Country Industries Preference Scheme, under which certain eligible country-based suppliers are given additional preference above all other suppliers.

Relevant details of these policies, and associated response requirements, will be set out further at the later stages of the process.

7.30 Competitive neutrality

- (a) The objective of the NSW Government policy on the application of competitive neutrality is to ensure that NSW Government businesses, whether they are Commonwealth, State or Local, do not have any net advantage over their competitors as a result of their public sector ownership. It requires that comparisons between public and private sector bids be made on a similar basis. It means, amongst other things, that bids should reflect adjustments that offset the effects of taxation exemptions, where it is feasible to do so, and be accurately costed.
- (b) If the Respondent is a government business:
 - (i) it is referred to the NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002 (TPP 02-01); and
 - (ii) where applicable under that policy statement, the principal or other appropriate senior officer of the Respondent's entity who is a government business as described in the policy statement:
 - (A) must confirm that the Respondent complies with that policy statement; and
 - (B) agrees to provide the Board with any information reasonably requested by the Board to enable the Board to implement that policy statement.

7.31 Rights held on trust

The NSW Government is intended to have the benefit of paragraphs 7.17, 7.18 and 7.25. The Board holds the benefit of those paragraphs

on trust for the NSW Government and can enforce those provisions on behalf of the NSW Government.

7.32 Governing law

This EOI and the Sourcing Process are governed by the laws of New South Wales.

Appendices

Appendix A	Module A Specifications	46
Appendix B	Module B Specifications	47
Appendix C	Glossary	48

Appendix A Module A Specifications

Table : – EOI Module A (Data Centre Provisioning)

EOI Module A (Data Centre Provisioning)
<p>The establishment of a NSW Government data centre solution, including design, construction and maintenance (and financing, if required):</p> <ul style="list-style-type: none"> • Shell Design • Infrastructure Design • Fire Suppression and Warning • Generators • Chiller Systems • Air Handling Units • UPS • Static Switches • Electrical Distribution • Earthing • Electrical Switch Gear • BMS • Transformers • Service Connection (gas/water/electricity) • Network POPs • Loading Bay • Security Room • Parking • Chilled water distribution • Raised floor • Security systems

Note: The above list is purely indicative; the NSW Government seeks a complete and seamless service through Modules A and B

Appendix B Module B Specifications

Table :- EOI Module B (Data Centre Site Management)

EOI Module B (Data Centre Site Management)
<p>Services for the ongoing management of facilities deployed in a NSW Government data centre solution, limited to “below the floor” and “close to the floor” services:</p> <ul style="list-style-type: none"> • Cabinet Security • Cabinet Management • Remote Hands • Room Environmental Monitoring • Incident reporting and management (24/7) • Efficiency Monitoring (Green) • Mechanical and Electrical Management • Mechanical and Electrical Upgrade • Mechanical and Electrical Assurance • Service Desk • Floor Space Management • Power Monitoring • Perimeter Security • External Surveillance Cameras • Internal Cameras • Room Security • Cage Installation • Cage Supply • Cage Security • Cage Management • Billing • Site Capacity Planning • Cabling Installation • Fibre Optic Installation • Cable/Fibre Management • CAD document control • ICT equipment installation verification

Note: The above list is purely indicative; the NSW Government seeks a complete and seamless service through Modules A and B

Appendix C Glossary

GLOSSARY	
Closing Time	Means the date and time by which all Responses must be received by the Board, as stipulated on the front cover of this EOI.
Conflict of Interest	Means, whether at an individual or entity level, any circumstances where there is a reasonable expectation of direct or indirect benefit or loss for an individual or entities with a particular personal interest that could be influenced, in favour of that interest, in the performance of their duties.
Consortium	Group of two or more persons who submit a Response together and who have nominated one entity as the “prime contractor”, and Consortia has a corresponding meaning.
EOI Phase	Has the meaning given to it in paragraph 1.1 of this EOI.
Local Jobs First Plan	The NSW Government policy titled “NSW Government Procurement: <i>Local Jobs First Plan</i> ”, June 2009.
NSW Government	The Crown in right of New South Wales and includes any ministry, department or agency of the New South Wales Government and any statutory authority or state-owned corporation.
NSW Government Confidential Information	The existence and contents of this EOI , information belonging to the Board or NSW Government which is disclosed to or observed by Respondents in connection with this EOI and any other information that is regarded by the Board as confidential to it or can reasonably be inferred to be confidential from the circumstances in which it is disclosed, but not information that is: <ul style="list-style-type: none"> (a) published or has otherwise entered the public domain without a breach by the Respondent of this EOI; (b) obtained from a third party who has no obligation of confidentiality to the Board; or (c) independently developed without breach by the Respondent of this EOI.
Preferred Respondent	A Respondent selected by the Board as a preferred Respondent from time to time during the EOI Stage.

GLOSSARY	
Project	Has the meaning given to it in paragraph 1.1 of this EOI.
Response	A Respondent's response to this EOI, which must be in the form specified in Part B.
Response Schedule	Part B to this EOI.
SCCB	New South Wales State Contracts Control Board.
Standard Technology Product Acquisition Guide	NSW Government Policy Directive titled "Technology Standards – IT Product Acquisition Guide", 26 February 2007
Successful Respondent	A Respondent who is invited by the Board to execute a contract for the supply of data centre capacity as described in this EOI.
Respondent	An entity which receives a copy of this EOI and which may, at its election, submit a Response to this EOI.
Respondent's Confidential Information	<p>Any information provided by a Respondent to the Board under or in relation to the EOI Process that:</p> <ul style="list-style-type: none"> (a) the Board considers is by its nature confidential; or (b) is otherwise designated with particularity by the relevant Respondent as being confidential, <p>but does not include information that is:</p> <ul style="list-style-type: none"> (c) published or has otherwise entered the public domain without a breach of paragraph 7.26 of this EOI by the Board; (d) obtained from a third party who has no obligation of confidentiality to the Respondent; or (e) independently developed without breach of Section 7.26 of this EOI by the Board.



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

NSW Procurement Contracting Services

Data Centre Reform

Part B - Bidder Response Schedules

October 2009

RFT ID: 0902295 EOI

Version 2.0

Contents

1	Respondent Details	2
2	Indicative Pricing Schedules	3
3	Compliance	6
4	General Experience and Capability	7
5	Commercial and Financial Capability	8
6	Procurement and Delivery Capability	9
7	Maintenance and Operation Capability	10
8	Environmental Impact	11
9	Innovation	12
10	Location	13
11	Timetable	14

1 Respondent Details

Respondents are required to complete the following response schedule in relation to the Respondent or “prime contractor” Consortium member as set out in Part A Section 6.1.

Bidding Party	Bidder Response
Expression of Interest Title	Data Centre Reform
Expression of Interest Number	0902295 EOI
Company's Legal Name	
Company's Trading Name	
Australian Business Number	
Australian Company Number	
Registered office address	
Postal address (if different from above)	
Contact Name (regarding this tender)	
Contact Position	
Contact Phone Number	
Contact Fax Number	
Contact email address	

2 Indicative Pricing Schedules

Respondents are required to complete the following response schedule in relation to pricing information requested. Note that the information provided in this section does not form part of the evaluation criteria for short listing. This pricing data has been specifically requested by the Board for commercial validation purposes only.

The following data centre specification assumptions have been provided for Respondents to scope technical requirements allowing indicative pricing to be provided.

Data Centre Specification Assumptions

Data Centre Assumptions	Assumption
Base Date for pricing information	2009 Australian dollars
Project tenure	10 years with 5 year + 5 year extensions for purpose of EOI only
ICT load	Assume a fixed ICT load of 3MW per facility for the project life
Asset mix provided by government agencies	High density servers (incl. blades) 30% Legacy low density servers 30% Storage 30% Network fabric 10%
Electricity Price (\$ 2009)	\$0.12 (\$ / kW per hour) Government's rate – Government will contract directly with supplier for its total electricity consumption.

Based on the above assumptions, please provide your indicative prices for the provision of data centre capacity in a fully functional data centre, meeting the requirements of NSW Government at the specified Tiers¹. The indicative prices should be real as at 2009.

In their Response, Respondents should also provide their assumptions around the suggested location(s) of data centre site(s), the target PUE of the data centres(s) over the life of the Project, the unit cost of racks fitted in the data centres, cost of cabling on a per rack basis and the up-

¹ "Tier Ratings" refer to generally accepted industry guidelines that are based upon the Uptime Institute's proprietary Tiering System. It should be noted that we would not be expecting certification from the Uptime Institute nor strict adherence to their methodologies; they are mentioned in so far as they are *de facto* industry guidelines as to relative infrastructure availability expectation

front and ongoing cost of communications connections between the two data centres

So as to enable an assessment of potential regional development benefits, Respondents should indicate the total level of capital expenditure (excluding financing costs) attributable to the government load for each data centre, indicating whether, and how, such costs would alter if data centres were located outside of the Sydney metropolitan area.

Description - Tier II Capacity	Indicative Price (1 Site)	Indicative Price (2 Sites)
Total Price in \$ / kW p.a.		
Broken down as:		
Price of Site (Module A) in \$ / kW p.a.		
Price of Services (Module B) \$ / kW p.a.		
Description – Tier III Capacity	Indicative Price (1 Site)	Indicative Price (2 Sites)
Total Price in \$ / kW p.a.		
Broken down as:		
Price of Site (Module A) in \$ / kW p.a.		
Price of Services (Module B) \$ / kW p.a.		
Respondent Assumptions	Description (1 Site)	Description (2 Site)
Location(s)		
Capital cost (excluding financing costs)		
Target PUE (average)		
Racks (\$ / unit)		
Cabling (\$ / Rack)		

Respondents are invited to complete multiple pricing schedules with varying assumptions and the differentials in prices as a result (e.g. at different locations).

Alternative Solutions

The Board is seeking input from the market in relation to solutions that are innovative or provide optimal solutions to NSW Government addressing the overall Project objectives. These solutions will be evaluated under the Innovation Evaluation Criteria. Respondents are invited to set out indicative cost information for such solutions

3 Compliance

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria.

Evaluation Criteria	Description	Reference
Compliance	<p>Extent to which the Respondent has complied with the documentary requirements set out in this EOI.</p> <p>Extent to which the Respondent complied with the requirements set out in Part B Response Schedules.</p> <p>Any conditions or qualifications applying to the submitted EOI.</p> <p>Any conflicts of interest affecting the Respondent.</p>	

4 General Experience and Capability

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to General Experience and Capability.

Evaluation Criteria	Description	Reference
General Experience and Capability	<p>Demonstrated ability and experience in leading, and/or holding strategic roles in delivering or participating in projects, using a delivery model similar to that proposed, for government or public sector entities</p> <p>Demonstrated understanding of and approach to delivering the Project and achieving the Project Objectives.</p> <p>Demonstrated understanding of the key Project issues and the Respondent's proposed solutions.</p> <p>Demonstrated capacity and availability of the Respondent to deliver the Project.</p> <p>The appropriateness of the organisational structure proposed by the Respondent, including the roles and responsibilities of Respondents, and if applicable, members of a Consortium, their proposed resources and how they intend to interact with NSW Government throughout the Sourcing Process, design & construction, commissioning and operating phases of the Project.</p>	

5 Commercial and Financial Capability

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Commercial and Financial Capability.

Evaluation Criteria	Description	Reference
Commercial and Financial Capability	<p>Demonstration of an appropriate commercial structure to deliver the Project.</p> <p>Demonstration of an appropriate financial structure to deliver the Project.</p> <p>Demonstration of financial capacity and capability, experience and approach for funding delivery of the project (if the Respondent proposes to provide new data centre capacity).</p> <p>Consortium's financial capability to deliver any funding required, and any previous experience in raising finance (debt and equity) for similar sized infrastructure projects.</p> <p>Demonstration of strategies that will be adopted to achieve competitive financing outcomes and deliver certainty of finance under current and/or future market conditions</p> <p>Details of the proposed approach to meeting the committed and uncommitted load levels and any increases in these over time.</p> <p>Details of the proposed approach to enhancing value for money through sharing redundant capacity with third parties</p>	

6 Procurement and Delivery Capability

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Procurement and Delivery Capability.

Evaluation Criteria	Description	Reference
Procurement and Delivery Capability	<p>Outline a strategic approach to the delivery of the data centres in accordance with the functional, technical, and environmental requirements of the Project on a whole of life basis.</p> <p>Demonstrated experience and capability in the design, construction and procurement, commissioning and maintenance of efficient data centres of a similar nature, size, complexity and with similar expansion requirements, providing recent experience, and details of location, timing, scale, specifications and cost. Where the Respondent's proposal is based on the provision of capacity at an existing data centre, similar details in relation to the proposed data centre.</p> <p>Demonstrated strategies for inclusion of the site operation and facilities management team in the design process and proposed strategies for ensuring the efficient operability of the design.</p> <p>Details of current and planned activities and commitments, and a statement by Respondents on the extent of these commitments impacting the ability to commit sufficient resources to this project.</p>	

7 Maintenance and Operation Capability

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Maintenance and Operation Capability.

Evaluation Criteria	Description	Reference
Maintenance and Operation Capability	<p>Outline a strategic approach to the maintenance and operations of the Project, including optimisation of efficiency and management and coordination with stakeholders on a whole of life basis.</p> <p>Demonstrated recent relevant experience and capability in the management, maintenance and operations of similar data centres, and provide details on size, specifications and efficiency of such data centres.</p> <p>Demonstrated process for service delivery quality monitoring and assurance</p> <p>Demonstrated process for and continuous improvement of the quality of operations services (including the quality of monitoring) and data centre efficiency.</p> <p>Demonstrated capacity and relevant experience in the management of the interface between users, owners and service providers.</p>	

8 Environmental Impact

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Environmental Impact.

Evaluation Criteria	Description	Reference
Environmental Impact	Outline a strategy to achieve environmental leadership through minimising environmental impacts of data centre space conforming with the NSW Government's Sustainability policy	

9 Innovation

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Innovation.

Evaluation Criteria	Description	Reference
Innovation	<p>Demonstration of proposed strategies to deliver innovative solutions to achieve value for money for government at each stage of the project (i.e. design, finance, procurement, operations and maintenance) (as applicable)</p> <p>Ability to provide connectivity between the two data centre sites</p> <p>Demonstrating innovative approaches to facilitating the inwards migration of prospective users (e.g. rent free periods or other migration cost funding proposals)</p> <p>Innovative means of reducing energy costs or enhancing efficiency (eg co-generation, tri-generation, air-side cooling)</p>	

10 Location

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Location.

Evaluation Criteria	Description	Reference
Location	Identification and/or recommendation of 2 appropriate sites (new and/or existing) for the data centres demonstrating the best value for money solution for the NSW Government.	

11 Timetable

Respondents are required to demonstrate the extent that they comply with the following evaluation criteria relating to Timetable.

Evaluation Criteria	Description	Reference
Timetable	Commitment to the proposed timetable, recognising the NSW Government's desire to have a facility available as soon as possible, or otherwise provide market views on the proposed timetable.	