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FOR YOUR INFORMATION - TO HELP YOU DECIDE WHETHER TO
PARTICIPATE IN THIS RFT AND THEN BECOME A PROSPECTIVE
TENDERER**

Please read and Note:

This file is provided on the Commerce tenders web site when the Request For Tender (RFT) document is issued in Dmax Lite format.

This file contains (below) a brief scope statement and extracts from the RFT documents, but is not a complete RFT document and does not contain the responsible questions.

To participate in this tendering process you MUST first return to the Commerce tenders web site:

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

Then from the RFT web page (see RFT number below) download a full copy of the RFT documents, including the responsible components, and also any addenda issued to date; and also during the tender period.

Copy/Save the RFT documents to your own computer drive or network location – the blue “DOWNLOAD A SOFT COPY” link at the bottom provides access to the page from which you can do this.

DmAX Lite Software

You will need to have a current licensed copy of the Dmax Lite 5.1 software to read, complete, and respond to the RFT with your tender. If you do not currently have such a licensed copy it can be optionally purchased and downloaded when downloading the full RFT documents from the tenders web site.



**Services,
Technology &
Administration**

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

**NSW Procurement – Contracting Services invites this tender for and on
behalf of the
NSW Government State Contracts Control Board**

**Request for Tender 0801176 for
Storage, Server Platforms and Virtualisation Technologies for
Contract 2846**

**Proposed Contract Period
From Mid Feb 2010 to Mid Feb 2012
Two Years with option to further extend by three terms each
up to 12 months in duration**

**Tender Issue Date: 19/10/2009
Closing Date: 26/11/2009
Closing Time: 9:30 am Sydney Time**

Note: In order to respond to this RFT tenderers must have a current licence for i-Tenders Supplier software. Licences can be purchased through NSW eTendering website: www.tenders.nsw.gov.au at a cost of \$110 (inclusive of GST) for a 12 month annual licence. This provides access to respond to tenders developed in the i-Tenders application. It is anticipated that most RFTs released by the Board and the NSW Government will be in this format.

For help on purchasing your software, or use of application, please contact NSW Procurement Client Support Centre on 1800 NSW BUY (679 289) or NSWP_Support@Commerce.nsw.gov.au.

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For the purposes of this RFT, inquiries should be directed to the Contact Officer nominated in Part B of this RFT.

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

**Storage, Server Platforms and Virtualisation Technologies for
Contract 2846**

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REQUEST FOR TENDER - PART A – OVERVIEW

1 Outcome

This Request for Tender (“RFT”) is made by the State Contracts Control Board (the “Board”) for the supply of Storage, Server Platforms and Virtualisation Technologies (described in the Statement of Requirements Part F of this RFT) to Eligible Customers.

The Board is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services.

The key outcome of this RFT is to provide an innovative, purchasing and distribution framework (through the proposed Agreement) for the required Deliverables which meets the needs of the Eligible Customers.

2 Objectives

The objectives of the proposed Agreement in achieving the desired outcome includes, but is not limited to the following:

- (a) Reduce the total cost of the Deliverables;
- (b) Provide Deliverables which are commercially competitive;
- (c) Establish a sustainable partnership between the Eligible Customers and the successful tenderer(s) to deliver quality Deliverables;
- (d) Best practice through continual review of service delivery methods i.e. value-engineering;
- (e) Effective management of risks;
- (f) Compliance with all applicable laws, standards, codes and policies;
- (g) Drive automation in procurement for greater efficiency and information management.

3 Required Benefits

The required benefits to be achieved in delivering the objectives of the proposed Agreement are:

- (a) A sustainable, mutually beneficial supply chain partnership;
- (b) Savings and efficiency gains;
- (c) Reduced costs to NSW Government by value-engineering its delivery methods;
- (d) Increasing the number of Eligible Customers which procure the Deliverables under the proposed Agreement;
- (e) Transparency of all transactions, including performance measurement, pricing and reporting;
- (f) Drive efficiency and transparency through systems such as smartbuy®, e-Tendering, i-Tenders etc.

4 Scope of RFT

4.1 Deliverables

The purchasing and distribution of the Deliverables (within following six (6) categories) are covered under the proposed Agreement:

1. Server Systems including blade and mainframe systems, associated System Software and operating systems.
2. Storage Solutions including

- I. Storage Area Network (SAN)
- II. Network Attached Storage (NAS)
- III. Content Addressed Storage (CAS)
- IV. Tape and Tape Library
- V. Virtual Tape Library (VTL)
- VI. Backup and Recovery
- VII. Archiving
- VIII. Storage Management Software
- IX. Data de-duplication and replication
- X. Storage Virtualisation Technologies

This includes hierarchical storage management (HSM) solutions that utilise data storage techniques which automatically move data between high-cost and low-cost storage media.

- 3. Uninterruptible Power Supplies (UPS)
- 4. Virtualisation Solutions for Servers including Desktops
- 5. Peripherals & Hardware add-ons related to categories from 1 to 4 above
- 6. Support Services including installation and maintenance related to categories from 1 to 4 above

Tenderers to note the following:

- 1) Tenderers may tender for one or more of categories from 1 to 4 listed above or any one or more sub category in category 2.
- 2) Tenders for Peripherals & Hardware add-ons (category 5) and Support Services (category 6) will only be considered from the tenderers which tender for and are accepted for any one of the categories from 1 to 4 (Servers, Storage, UPS or Virtualisation Solutions).
- 3) Hardware tenderers are encouraged to tender their full range of related hardware products, peripherals and hardware add-ons/options (refer to the definition of "Peripherals and Hardware add-ons/options" in 4.5 below) and their full range of support services.
- 4) Hardware Tenderers are also required to include the services necessary to commission and support the hardware.
- 5) Tenders for hardware should also include other supporting software which integrates with the hardware and operating system to provide a fully functional system.
- 6) The software that may be tendered is limited to software that supports the basic use, operation and management of the hardware and operating systems.
- 7) Tendered computing systems can be supplied with any server operating system software including Unix (including HP-UX, AIX, Linux, Solaris), Microsoft Windows Server 2003 or later, Open VMS, i5/OS, z/VM and z/OS. However, any software tendered must be clearly specified and priced separately.
- 8) Any Product that cannot reasonably fit into any of the above six categories will not be considered.

A detailed description of the Deliverables with exclusion to scope and eligibility of tenderers specific to this RFT is given in the Statement of Requirements (Part F).

4.2 Contract and Duration

The proposed Agreement which is in the form of a Deed of agreement (Part D Procure IT Whole of Government Agreement) is between the Board and the successful tenderer(s).

It is envisaged that the term of the proposed Agreement will be of two (2) years duration, which may be extended further for three (3) terms each up to 12 months, at the discretion of the Board.

4.3 Current Scope and Expenditure

The current expenditure incurred by government agencies for the procurement of the Deliverables is \$ 47 million/year. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

4.4 Engagement of Contractors/Additional Contractors

The Board intends to appoint a panel of contractors for each category.

The Board reserves the right to issue a restricted RFT during the term of the Agreement to engage additional Contractors. Such RFTs will be restricted to those tenderers who have been awarded agreements for the supply of Services for Categories covered by this RFT but not included in the Agreement. The tenderers will have to meet the same terms and conditions and will be subjected to the same evaluation criteria as for this RFT.

4.5 NSW Government requirements

The successful tenderer must comply with NSW Government codes, guidelines, and Standards listed in Schedule 1 of Part D.

5 RFT Structure

This RFT is structured in the i-Tenders format. i-Tenders is an e-sourcing application designed to fully automate the traditional paper-based tendering process introducing best practice processes in electronic tender production, submission and evaluation to improve a tender submission, evaluation and award phases.

This RFT comprises of 5 Parts as follows:

Overview – Part A

It is an executive summary of main outcomes, objectives, requirements and expectations for this Agreement as described in detail in the proposed Agreement and the Statement of Requirements. It provides the tenderer(s) with the essential information to make an informed decision on whether to tender or not.

Conditions of Tender – Part B

It provides the terms, conditions and processes governing the tender phase of the RFT.

Tender Response – Part C

These are response schedules which are required by the Board to evaluate the tenderers' offers. Tender responses to be completed by the tenderer(s) are in the i-Tenders format.

Deed of Agreement - Part D

This contains the terms and conditions of the Procure IT Whole of Government Agreement to be executed between the successful tenderer/s and the Board.

Special Conditions – Part E. This section is Not Used

Statement of Requirements – Part F

A detailed description of the Deliverables to be provided by the successful tenderer/s including technical specification, service levels and performance framework. It will form part of the Agreement to be executed between the successful tenderer/s and the Board.

6 Best Price and Cost Structure

Tenderers are encouraged to provide their best price(s) with their tender. Whilst the Board reserves the right to negotiate pre award, such negotiations may not occur and it is not the Board's preference.

It is important that tenderers realise that they may not be short-listed for further consideration, if they do not provide their best price with their initial tender.

This RFT seeks transparency in the tenderer's Cost Structure in the Tender Schedules (RFT, Part C) which is required to be fully completed by tenderer/s to:

- Provide the Board with transparency of the tenderer's Cost Structure;
- Form the basis for future price variations, if applicable.

The tenderer's Cost Structure may be linked to the performance framework under the proposed Agreement.

The Board expects the successful tenderer(s) to reduce its pricing during the term of the proposed Agreement by:

- (a) Continually improving delivery processes to improve efficiency;
- (b) Providing lower prices and increasing all discounts;
- (c) Passing on the benefit of rebates received from its own suppliers to Eligible Customers;
- (d) Matching prices as identified/recommended from the benchmarking process;
- (e) Other methods of savings identified during the term of the proposed Agreement;
- (f) Price matching as identified by customers;
- (g) Expanded utilisation of electronic procurement across NSW Government to drive efficiency and transparency through systems such as smartbuy®, e-Tendering, i-Tenders etc.

7 Benchmarking

Benchmarking with other suppliers within the market place is a potential price-management mechanism under the proposed Agreement.

An independent benchmarking service provider may be engaged to compare prices of the Deliverables with other comparable Deliverables available in the market place. The benchmarking service provider will be mutually agreed by the Board and successful tenderer/s.

Benchmarking may be undertaken by the benchmarking service provider after the first anniversary of the proposed Agreement and at 12 monthly intervals thereafter.

8 Performance Framework

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

The performance framework within the proposed Agreement provides both incentives for good performance and sanctions for poor performance.

Performance incentives and sanctions are based on the Contractor's performance as measured by an Overall Performance Indicator (OPI). Both Contracting Services (monitor the Key Performance Indicators – KPI) and Customers (monitor the Agency Performance Indicators – API) will provide data to establish the OPI. The Statement of Requirements (RFT, Part F) describes the performance framework in detail and the measurement/targets of all performance indicators.

Typical incentives and sanctions that may be used by the Board include, but are not limited to :

- (a) Additional or reduced performance reporting requirements;
- (b) Temporary suspension of all or parts of a proposed Agreement for a period not exceeding 12 months;
- (c) Scope variation ie. inclusion of additional Services/reduction;
- (d) Extensions of the proposed Agreement (if available);
- (e) Non payment of price variations.

The successful tenderers will be required to provide to the Board “granular sales data” (as defined in clause 3 of Part D)) for all sales made by or on behalf of the Contractor to Eligible Customers on a monthly basis and consent to the analysis and use of that data by the Board.

9 Customer Contract Formation

Eligible Customers will place orders against the proposed Agreement based on the contracted pricing and the Statement of Requirements. Each time an Eligible Customer places an order, a separate contract will be formed.

Eligible Customers will provide feedback to the Board on the performance of all Contractors.

10 Electronic Business

The use of NSW government electronic procurement systems (smartbuy®, NSW e-Tendering, i-Tenders, etc) is one of the requirements under this Agreement. Further details are included in the sample Agreement (Part D Procure IT Whole of Government) and Part C.

Tenderers are encouraged to present similar electronic solutions that can further support expanding adoption of electronic business by NSW government agencies and their suppliers.



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PART B Conditions of Tender

1 Definitions

Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below.

“ABN” means an Australian Business Number as provided in GST law.

“Addendum” means an addition to this RFT made by the Board made before Closing Date and Time.

“Agreement” means an agreement made by a tenderer with the Board pursuant to the RFT under which there is an Agreement for the provision of goods and services on the order of any Customer for whom the Board has arranged the contract. The Agreement will be embodied in a Deed of Agreement between the Board and the Contractor in the form of Part D (and Part E if applicable) to this RFT.

“Alternative Tender”

A Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the requirement.

“Board”

The State Contracts Control Board established under the *Public Sector Employment and Management Act 2002* whose responsibilities include:

- (a) Inviting and accepting tenders;
- (b) Determining the conditions under which tenders are invited or accepted;
- (c) Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- (d) On-going contract administration and management, and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Category” means generic categories comprising of multiple Products inclusive of the associated services for its supply.

“Closing Date and Closing Time” means the Closing Date and Time for receipt of tenders specified in the cover sheet of this RFT.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The Code can be viewed and downloaded from: http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

“Conforming Tender” means a tender that conforms in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other parts of this RFT; and
- (d) is in the prescribed form.

“Contractor” means a tenderer who has entered into an Agreement with the Board.

“Cost Structure” means the individual tenderer’s cost breakdown in accordance with the number of product categories specified in Part C. Such breakdown must equate to 100% of the tenderer’s cost for the supply of the Deliverables.

“Customer Contract” means the contract that is made between the Contractor and an Eligible Customer, on the terms and conditions stated in clause 6 of Part D, by means of the placing of an order by the Eligible Customer with the Contractor.

“Deed” means a form in which a contract can be recorded which requires execution under the parties’ seal.

“Deliverables” means the goods and services or the goods or services sought under this RFT, as detailed in the Statement of Requirements.

“Eligible Customer” means

- (a) An entity listed in Schedule 1 to the *Public Sector Employment and Management Act 2002* as amended from time to time;
- (b) A public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000* being:
 - (i) a government trading enterprise (including a State owned corporation),
 - (ii) a public or private hospital (including an area health service),
 - (iii) a local government agency,
 - (iv) a charity or other community non-profit organisation,
 - (v) a public or private school or a college or university,
 - (vi) a public authority of this State, the Commonwealth or any other State or Territory,
 - (vii) a contractor to a public authority (but only in respect of things done as such a contractor),
 - (viii) a Nominee Purchaser provided that it satisfies the requirements of clause 3.6 of Part D (Agreement), and
 - (ix) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

“GST” means a goods and services tax and has the same meaning as in the GST Law.

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

“GST Free Supplies” and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

“Nominee Purchaser” means a contractor to an Eligible Customer, nominated by the Eligible Customer to be authorised to place orders under Agreements and registered by NSW Procurement – Contracting Services.

“Non-Conforming Tender” means a tender that does not conform in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other Parts of this RFT;
- (d) is not in the prescribed form.

“NSW Procurement - Contracting Services” A business unit of the NSW Department of Services, Technology & Administration representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Procure IT” means a set of standard terms and conditions for Information Technology procurement by the NSW Government agencies, contained in Part D of this RFT.

“**smartbuy®**” means an electronic market place, consisting of an internet web site and associated databases and applications, maintained on behalf of the NSW Government, located at <http://smartbuy.nsw.gov.au> and associated domains.

“**Statement of Requirements**” means the detailed description of the Deliverables contained in Part F.

“**State Contracts Control Board**” is the Board.

2 Tender Preparation

2.1 Tenderer to inform itself

Before submitting its tender, a tenderer must:

- 2.1.2 Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
- 2.1.3 Satisfy itself:
 - (a) that the tender, including the tender price is correct; and
 - (b) that it is financially and practically viable for it to enter into and perform the proposed Agreement.

2.2 Assumptions made by Tenderer

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

2.3 Information Supplied in Part F

The information contained in Part F has been provided with due care for the tenderer's guidance, but is not guaranteed as being completely accurate. The Board shall not be held liable for any errors or omissions contained in Part F.

3 Eligibility to Tender

3.1 Legal Entity of Tenderer

- 3.1.1 Tenders must be submitted by a legal entity or, if a joint tender, by legal entities, with the capacity to contract. The Board will only enter into an Agreement with such legal entity or entities.
- 3.1.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

3.2 Financial Capability of Tenderer

- 3.2.1 The Board reserves the right to reject any tender if the Board judges the tenderer not to have appropriate financial capability.
- 3.2.2 Where the Board forms the view that the tenderer does not have the appropriate financial capability, the Board reserves the right to make acceptance of any tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Board.

3.3 ABN Requirements

- 3.3.1 The Board will not enter into an Agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their tender.
- 3.3.2 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST

registration before entering into an Agreement with the Board. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their tender response.

4 Tender Process

4.1 Provisional RFT Program

Given below is the Board's provisional RFT program. The Board may, at its absolute discretion, amend the provisional RFT program.

Milestone	Date
RFT issue	19/10/09
RFT Close Date	18/11/09
Tender Award and Execution of Agreement	Feb 2010
Transitioning requirements completed (eg. smartbuy integration)	Mar 2010
Commencement of supply of Deliverables	Mar 2010

4.2 Tenderer Briefing

- 4.2.1 A tenderer briefing is proposed to be held on the date, time, and place, indicated below. The contact officer/s of NSW Procurement – will be available at that time to answer any queries regarding this RFT and the tender process generally. No more than 2 persons from each tenderer will be permitted to attend the tenderer briefing.

Location: Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place Sydney 2000
Date: 05 November 2009
Time: 3.00 to 4.00 pm

To register your intention to attend, please provide names of persons attending the tenderer briefing to Rajesh Sachdeva at the following email three working days prior to the date.

Email address: rajesh.sachdeva@services.nsw.gov.au

4.3 Contact Officer

- 4.3.1 Tenderers should refer requests for information or advice regarding this RFT to:

Client Support Centre
P: 1800 NSW BUY
E: nswbuy@commerce.nsw.gov.au

- 4.3.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

4.4 Pre-Tender Access to Prospective Nominee Purchasers – Not Used

4.5 Conformity of Tenders

- 4.5.1 The Board seeks Conforming Tenders.
- 4.5.2 Non-Conforming Tenders may be excluded from the tender process without further consideration at the Board's discretion.

4.6 Alternative Tenders

- 4.6.1 Tenderers may, if they choose, submit an Alternative Tender. Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender. An Alternative Tender must be clearly marked "Alternative Tender".

4.7 Submission of Tenders

- 4.7.1 Prices, responses and other information provided in the tender are to be in writing and in English.
- 4.7.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.
- 4.7.3 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.7.4 All tenders must be provided in the i-Tenders Supplier format, using the i-Tenders Supplier software. The tender responses in Part C must be included in one or more files with an extension of *.dtr. The i-Tenders Supplier software is only supported on a Microsoft Windows 9X and above operating system; other operating systems are not compatible. Tenderers must ensure a Microsoft Windows compatible computer is used to prepare the tender.
- 4.7.5 When submitting an electronic tender with supporting items:
- (a) The complete tender, including the supporting items must be submitted by Closing Date and Closing Time, and
 - (b) supporting items provided by the tenderer in support of its tender but excluding printed material should be clearly designated as supporting items to the RFT to which they relate and be forwarded to the Contact Officer indicated in clause 4.3 of this RFT in a sealed envelope.
- 4.7.6 Tenderers must ensure that all excel or word attachments can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to lodgment of the tender.

4.8 Electronic Tenders to the NSW Department of Services, Technology & Administration *eTendering* website

- 4.8.1 A tenderer is required to lodge its tender electronically through the NSW Department of Services, Technology & Administration *eTendering* website at <https://tenders.nsw.gov.au/commerce>. A tender 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 tenders lodged by other means.
- 4.8.2 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Services, Technology & Administration *eTendering* website.
- 4.8.3 A tenderer must follow the following directions:
- (a) A RFT for which electronic lodgment is available through the website can be identified by the blue "Lodge a Response" link on the web pages for the RFT.
 - (b) To lodge a tender electronically, the files containing the tenderer's response must be up-loaded through the website. Access to the up-loading process is through the blue "Lodge a Response" link, then following the steps and instructions on the NSW Department of Services, Technology & Administration *eTendering* website and any instructions which may have been supplied with the RFT.
- 4.8.4 A tenderer must observe the following format for lodgements:
- (a) An electronically lodged tender must be lodged in a file format required by the RFT.

-
- (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
 - (d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system, as detailed on the NSW Department of Services, Technology & Administration *eTendering* website.
 - 4.8.5 Signatures are not required for a tender submitted to the NSW Department of Services, Technology & Administration *eTendering* website. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
 - 4.8.6 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
 - (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
 - 4.8.7 If a tenderer experiences any persistent difficulty with the NSW Department of Services, Technology & Administration *eTendering* website in submitting a tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.
 - (a) If there is a defect or failure of the NSW Department of Services, Technology & Administration *eTendering* website and the Board is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the RFT process will not be compromised by such an extension.
 - (b) Tenders must be fully received by the Closing Date and Closing Time.
 - 4.8.8 A tender lodged via the NSW Department of Services, Technology & Administration *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In this case tenderers may break down the lodgement into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3.
 - 4.8.9 If a tenderer provides multiple lodgements, the latest tender received will be the tender to be evaluated.
 - 4.9 Tender Validity Period**
 - 4.9.1 The Tender will remain open for acceptance by the Board for a period of six (6) months from the Closing Date and Time for tenders.
 - 4.10 Late Tenders**
 - 4.10.1 Late tenders should not be considered, except where the Board is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Board shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Board.
 - 4.11 Extension of Closing Date and Time**
 - 4.11.1 The Board may, in its discretion, extend the Closing Date and Closing Time.

4.12 Corruption or Unethical Conduct

4.12.1 Tenderers must comply with the requirements of the Department of Services, Technology & Administration Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.

4.12.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
- (b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Department of Services, Technology & Administration Business Ethics Statement available at: <http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;

this may result in the tender not receiving further consideration.

4.12.3 The Board may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

4.12.4 If the Board becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Board reserves the right to terminate the Agreement and any Customer Contract that has been made under it.

4.13 Code of Practice for Procurement

4.13.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.

4.13.2 Failure to comply with the Code may be taken into account by the Board when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

4.14 Prescribed Form of Tender

The tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.

4.15 Addenda to RFT

4.15.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.

4.15.2 In each case, an Addendum becomes part of the RFT.

4.15.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.

4.15.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.

4.16 Tenderer's Costs

The tenderer acknowledges that the Board will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFT, including where the RFT has been discontinued.

4.17 Custody of Tenders after Receipt

4.17.1 Tenders lodged electronically to the NSW Department of Services, Technology & Administration Tenders website will be treated in accordance with the *Electronic*

Transactions Act 2000 (NSW) and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.

- 4.17.2 On receipt of tenders lodged electronically to the NSW Department of Services, Technology & Administration eTendering website, Tenders are encrypted and stored in a secure "electronic tender box."
- 4.17.3 For reasons of probity and security, NSW Department of Services, Technology & Administration is prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
- 4.17.4 The e-mail receipt that is sent to the tenderer after successfully up-loading and lodging the tender electronically is the only evidence of tender lodgement provided.

4.18 Ownership of Tenders

- 4.18.1 All tenders become the property of the Board on submission.
- 4.18.2 The Board may make copies of the tenders for any purpose related to this RFT.

4.19 Discontinuance of Tender Process

- 4.19.1 Where the Board determines that awarding a contract would not be in the public interest, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of tenders.

4.20 Variations to Tenders

- 4.20.1 At any time after the Closing Date of tenders and before the Board accepts any tender received in response to this RFT, a tenderer may, subject to clause 4.20.2, vary its tender:
 - (a) by providing the Board with further information by way of explanation or clarification;
 - (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.
- 4.20.2 Such a variation may be made either:
 - (a) at the request of the Board, or
 - (b) with the consent of the Board at the request of the tenderer; but only if,
 - (i) in the case of variation requested by the tenderer under clause 4.20.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (ii) in the case of variation under clause 4.20.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.
- 4.20.3 If a tender is varied in accordance with clause 4.20.1(a) or (b), the Board will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 4.20.4 A variation of a tender under clause 4.20.1 will not be permitted if in the Board's view:
 - (a) it would substantially alter the original tender; or
 - (b) in the case of variation under clause 4.20.1(a) or (b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

5 Evaluation Process

- 5.1.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or equal weight.
- 5.1.2 The evaluation criteria for this RFT that relate to price will account for 50% of the total evaluation score. The evaluation criteria for this RFT that do not relate to price will also account for 50% of the total evaluation score.
- 5.1.3 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.
- 5.1.4 Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 5.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

5.2 Evaluation Criteria

The evaluation criteria for this RFT (which include but are not limited to) are:

- a) Total cost of ownership including Government Discounts and estimated energy costs;
- b) Non Price Factors which include:
 - 1. Fitness for purpose including compliance with the Statement of Requirements, Range of products and services (including maintenance and support services), Warranties, Quality and Product Design; Innovative aspects and Interoperability
 - 2. Capability and Capacity to perform the Agreement including:
 - I. Geographical coverage in NSW metropolitan and regional areas and Delivery considerations;
 - II. Technical and Production capabilities and capacity;
 - III. Help Desk facilities;
 - IV. Previous experience and performance on similar agreements and products and services covered in this RFT;
 - V. Human resource capabilities;
 - VI. Capacity and capabilities to facilitate electronic commerce through smartbuy®;
 - VII. Innovation, research and development.
 - VIII. Take back and Disposal options.
 - 3. Compliance with NSW Government procurement policy and other applicable NSW Government policies, including:
 - I. NSW Government Code of Practice for Procurement;
 - II. SME Participation Plan (SMEPP) under the Local Jobs First Plan policy;
 - III. Environmental Policies and Programs
 - IV. Occupation Health Safety & Rehabilitation (OHS&R) requirements;
 - V. Worst Forms of Child Labour
 - 4. Compliance with relevant legislation and standards;
 - 5. Compliance with the proposed conditions of Procure IT;
 - 6. Compliance with other Board requirements including ability to market the proposed Agreement;
 - 7. Satisfactory reports from referees
 - 8. Financial capacity and stability
 - 9. Record of ethical behaviour in service delivery;

5.3 Presentations by Tenderer

- 5.3.1 The Board, may in its discretion, and as part of the evaluation process, invite any or some of the tenderers to make personal presentations regarding their tender.
- 5.3.2 Receiving a presentation by a tenderer in no way represents a commitment by the Board to accept any aspect of the tender.

5.4 Acceptance or Rejection of Tenders

- 5.4.1 The Board may assess an Alternative Tender against the evaluation criteria when submitted with a Conforming Tender.
- 5.4.2 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
- (a) Any Alternative Tender or part of an Alternative Tender, when submitted with a Conforming Tender; and
 - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.
- 5.4.3 The Board is not bound to accept the lowest tender.
- 5.4.4 If the Board rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).

5.5 Post Tender Negotiations

- 5.5.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes.
- 5.5.2 The Board will generally not enter into negotiations to amend standard conditions of contract contained in Part D – Whole of Government Standing Offer Agreement.
- 5.5.3 If the Board considers that none of the tenders are fully acceptable either due to the level of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation.
- 5.5.4 The Board may at its absolute discretion elect to conduct post tender negotiations under clause 5.5.3 with more than 1 tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.

5.6 Exchange of Information between Government Agencies

- 5.6.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may 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.
- 5.6.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the tenderer 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 tenderer arising out of the communication.

- 5.6.3 In the evaluation of tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 5.6.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes “personal information” about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 5.6.
- 5.6.5 The tenderer’s attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Board. A summary of the provisions is contained in Annexure 1 to Part B (Disclosure Information).

5.7 Australia and New Zealand (ANZ) Price Preference Margin

Under the Local Jobs First Plan, the Australia and New Zealand (ANZ) Price Preference Margin is to be applied in the evaluation of tenders.

Since this procurement is a covered procurement under a relevant Free Trade Agreement, the ANZ Price Preference Margin will be a preference that is applied in the form of a 20% discount on the declared ANZ content of the tendered goods and services of ANZ SMEs only. For example:

New	Price	Imported content	Local content	Discount applied	Evaluated price*
Tender A Non SME	\$ 1.00	80.00%	20.00%	Nil	\$ 1.00
Tender B – SME	\$ 1.00	80.00%	20.00%	0.04	\$ 0.96
Tender C – SME	\$ 1.00	20.00%	80.00%	0.16	\$ 0.84
Tender D – SME	\$ 1.00	100.00%	0.00%	Nil	\$ 1.00

*** Evaluated Price = Tendered Price – [(Local Content x 20%) x Tendered Price]**

For the purposes of the evaluation of tenders and to enable the application of the ANZ Price Preference Margin, tenderers are required to provide accurate details of the following in the Price Schedule.

- the local (Australian and New Zealand) content; and/or
- Imported (non-Australian and non-New Zealand) content

Tenderers also agree to make available records from time to time (as and when requested by the Principal) to substantiate the information provided about the local and/or imported content of the tendered goods and services. Tenderers are responsible for ensuring that information provided in its tender also includes detailed information about the local and /or imported content of goods supplied by them and this may include statements from their sub-contractors on the local and/or imported content of the goods and related services included in the tender.

For the purposes of the ANZ Price Preference Margin, the price of imported content of goods and services includes the estimated duty paid value, inclusive of the value of any services (for example overseas freight and insurance, software in computer

tenders, consultancy or engineering effort), or any charges of overseas origin, together with customs clearing charges.

Small to Medium Enterprises (SMEs) is defined as enterprises carrying on business in NSW, other States and Territories of Australia or New Zealand, with up to 500 full time equivalent employees.

5.8 NSW Country Industries Preference Scheme

Certain eligible country-based suppliers are given additional preference above all other suppliers. The preference is applied for the purposes of tender evaluation and it is intended that Contractors or Customers incur no actual additional costs.

A preference loading of up to 5% over the ANZ Price Preference Scheme percentage is applied to approved SME country manufacturers if the tenderer is based in a NSW country area registered in accordance with the Country Industries Preference Scheme (CIPS).

For preference to be applied to a Tender under the CIPS:

- (a) The tenderer must be SME and must be registered with the Department of State and Regional Development as a country manufacturer under CIPS before the Closing Date and Time for Tenders;
- (b) The tenderer must quote its Preference Registration Number allocated by the Department of State and Regional Development and the applicable preference margin in the space provided in the Tender Response Part C of this RFT;
- (c) The goods and related services being sought are those for which the tenderer is registered; and
- (d) The tenderer is tendering as the prime contractor.

CIPS is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location. The preference applies on the following basis to approved manufacturing industries located outside the County of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Municipality of Camden:

- (a) A maximum preference of 2.5% for the Cities of Maitland, Greater Cessnock and Blue Mountains, the Municipalities of Kiama and Shell Harbour and the Shires of Port Stephens, Lake Macquarie, Gosford, Wyong, Wollondilly, Wingecaribee and that part of the Shire of Hornsby which was previously part of the Shire of Colo.
- (b) A maximum preference of 5% for manufacturers located elsewhere in New South Wales

5.9 SME Participation Plan

All Tenderers are required to complete a SME Participation Plan (SMEPP) that includes quantitative information on employment, investment and other impacts and comments on local SME involvement in supply chains. The SMEPP submitted will, if the Tender is accepted, be incorporated in the agreement made at the conclusion of the tender process.

6 Method of Acceptance

- 6.1.1 Acceptance of a tender or part tender will be subject to the execution of a formal Deed of Agreement in the terms of Part D – Whole of Government Standing Offer Agreement. Until the Board and the successful tenderer(s) execute a formal Deed or Deeds there will be no legally enforceable agreement concluded between them.

7 Disclosure Information

- 7.1.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.
- 7.1.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the *Freedom of Information Act 1989* and the NSW Government Tendering Guidelines, available at:
http://www.nswprocurement.com.au/psc/nsw_government_guidelines/tendering_guidelines.aspx
- 7.1.3 An outline of these requirements can be found in Annexure 1 to Part B of this RFT.

8 Complaints Procedure

It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part D and/or Part E, or the Statement of Requirements in Part F, it is invited to write to:

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

ANNEXURE 1 TO PART B (Disclosure of Information)

Disclosure of information concerning tenderers and outcome of the tender process

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2 and found at http://www.nswprocurement.com.au/psc/nsw_government_guidelines/tendering_guidelines.aspx, the following **tender information** is required to be disclosed -

Tender Type	Level of disclosure	Basis of disclosure
For all public calls for tender, expressions of interest or other such public calls which may result in a contract with the private sector.	As a minimum: <ul style="list-style-type: none">a concise description of the proposed works, goods or services the subject of the tender call;the date responses to the tender call close and where responses are lodged; andlocation of the tender call documents. The names and addresses of all entities which submit responses.	Routine public disclosure at the time tender calls are advertised. Routine public disclosure within 7 days of the date tender calls closed.
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
Class 1 contracts All government contracts with estimated value \$150,000 or above.	<ul style="list-style-type: none">a) The name and business address of the contractor;b) Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract;c) The date on which the contract became effective and the duration of the contract;d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract;e) The estimated amount payable to the contractor under the contract;f) A description of any provisions under which	Routine public disclosure within 60 days after the contract becomes effective.

	<p>the amount payable to the contractor may be varied;</p> <p>g) A description of any provisions with respect to the renegotiation of the contract;</p> <p>h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed; and</p> <p>i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	
<p>Class 2 contracts Class 1 contracts (i.e government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> - result from a direct negotiation where there has not been a tender process; or - have been the subject of a tender process and where the final contract terms and conditions are substantially negotiated with the successful tenderer (this includes alliance type contracts); or - involve operation or maintenance obligations for 10 years or longer; or - involve a privately financed project as defined by relevant Treasury guidelines; or - involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency. 	<p>The information required for class 1 contracts and:</p> <ul style="list-style-type: none"> a) Particulars of future transfers of significant assets to the State at zero, or nominal cost to the State, including the date of their proposed transfer; b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer; c) The results of any cost-benefit analysis of the contract conducted by the agency; d) The components and quantum of the public sector comparator if used; e) Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges); f) Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved; g) Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into; and h) Particulars of any other key elements of the contract. 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p>Class 3 contracts Class 2 contracts where the estimated value of the government contract is \$5 million or more.</p>	<p>The information for class 1 and 2 contracts and the complete contract, less confidential information.</p> <p>Note: if some or all of a class 3 contract is not disclosed for reasons of confidentiality, the agency is to disclose:</p> <ul style="list-style-type: none"> • the reasons for not publishing the contract 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	or provisions; <ul style="list-style-type: none"> • a statement as to whether the contract or provisions will be published and, if so, when; and • where some but not all of the provisions of the contract have been disclosed, a general description of the types of provisions that have not been published. 	
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3. Requests for disclosure of additional contract information

Tenderers must acknowledge that any person may make a specific request to the State Contracts Control Board for any item of contract information contained in schedules 1 or 2, or for a copy of a contract, which is not required to be routinely disclosed under section 15A of the *Freedom of Information Act 1989* ("FOI Act"). The State Contracts Control Board must provide the requested contract information or the requested copy of the contract to the requesting person (less any confidential information) within 60 days of receiving the request.

Where a copy of a contract has been requested and some or all of the contract is not provided for reasons of confidentiality, the State Contracts Control Board will disclose:

- the reasons for not providing;
- a statement as to whether the contract or provisions will be provided and, if so, when; and
- where some but not all of the provisions of the contract have been provided, a general description of the types of provisions that have not been provided.

4. Disclosure of amendments or variations to contract information under the FOI Act

The FOI Act requires that, if there is an amendment to the contract terms or a material variation made under the contract that changes information already routinely disclosed under the FOI Act, the State Contracts Control Board must ensure that the information concerning the change is routinely disclosed within 60 days after such amendment or variation becomes effective, less any confidential information. In the case of class 3 contracts, the full amendment or material variation, less any confidential information, must be disclosed within the 60 day timeframe.

5. Confidential information

None of the disclosure obligations contained in the FOI Act, or the requirements for disclosing tender information or a copy of a contract or information in relation to a contract under these guidelines, require the disclosure of:

- the commercial-in-confidence provisions of a contract (as defined in section 15A(14) of the FOI Act) (the contractor's financing arrangements; the contractor's cost structure or profit margins; the contractor's full base case financial model; any intellectual property in which the contractor has an interest; or any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.);
- details of any unsuccessful tender;
- any matter that could reasonably be expected to affect public safety or security; or
- information which would be exempt from disclosure if it were the subject of an application under the Freedom of Information Act.

Where such confidential information is withheld, the State Contracts Control Board must inform the requesting person that access to that information may be sought in accordance with the Freedom of Information Act. This will enable a person seeking the information to have the appeal rights available under the FOI Act...

6. Tenderers are invited to nominate items they consider are confidential and why.

Part F – Statement of Requirements

Storage, Server Platforms and Virtualisation Technologies for contract 2846

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Part F – Statement of Requirements

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Part F – Statement of Requirements

1. Scope

This RFT seeks tenders for the supply of a range of products and services under the following six categories:

1. Server Systems including blade and mainframe systems, associated System Software and operating systems.
2. Storage Solutions including
 - I. Storage Area Network (SAN)
 - II. Network Attached Storage (NAS)
 - III. Content Addressed Storage (CAS)
 - IV. Tape and Tape Library
 - V. Virtual Tape Library (VTL)
 - VI. Backup and Recovery
 - VII. Archiving
 - VIII. Storage Management Software
 - IX. Data de-duplication and replication
 - X. Storage Virtualisation Technologies

This also includes hierarchical storage management (HSM) solutions that utilise data storage techniques which automatically move data between high-cost and low-cost storage media.

3. Uninterruptible Power Supplies (UPS)
4. Virtualisation Solutions for Servers including Desktops
5. Peripherals & Hardware add-ons related to categories from 1 to 4 above
6. Support Services including installation and maintenance related to categories from 1 to 4 above

Tenderer to note the following:

- 1) Tenderers may tender for one or more of categories from 1 to 4 listed above or any one or more sub category in category 2.
- 2) Tenders for Peripherals & Hardware add-ons (category 5) and Support Services (category 6) will only be considered from the tenderers which tender for and are accepted for any one of the categories from 1 to 4 (Servers, Storage, UPS or Virtualisation Solutions).
- 3) Hardware tenderers are encouraged to tender their full range of related hardware products, peripherals and hardware add-ons/options (refer to the definition of "Peripherals and Hardware add-ons/options" in 4.5 below) and their full range of support services.
- 4) Hardware Tenderers are also required to include the services necessary to commission and support the hardware.
- 5) Tenders for hardware should also include other supporting software which integrates with the hardware and operating system to provide a fully functional system.
- 6) The software that may be tendered is limited to software that supports the basic use, operation and management of the hardware and operating systems.
- 7) Tendered computing systems can be supplied with any server operating system software including Unix (including HP-UX, AIX, Linux, Solaris), Microsoft Windows Server 2003 or later, Open VMS, i5/OS, z/VM and z/OS. However, any software tendered must be clearly specified and priced separately.
- 8) Any Product that cannot reasonably fit into any of the above six categories will not be considered.

Part F – Statement of Requirements

2. Exclusions

2.1 The range of Products/Services to be tendered under each category is limited to the requirements listed in the section of Category Requirements. Server Systems do not include Desktop Computers, Personal Computers, or Notebooks.

2.2 Following are excluded from the scope of this RFT:

2.2.1. The Server Systems already available under the NSW Government ITS2007 contract.

All servers used in a data centre environment should be sourced under the 2846 contract, however Tenderers are to note that all one, two and four socket x86 based departmental servers intended for use outside of a data centre and/or incorporating direct attached storage (DAS) will continue to be sourced from ITS2007.

2.2.2 Discrete security software packages (software specifically intended for preserving the confidentiality, integrity and availability of information), Application Development tools, Application software, data base systems and other software which can not be reasonably regarded as fundamental to the establishment and management of the core computing platform.

2.2.3 Support Services including services involving the hosting of the systems, operational management or network management of the systems.

2.2.4 Communications networking devices other than those integrated with or required for basic operations of the tendered solution.

3. Eligibility to Tender

To be eligible to respond to this RFT, a Tenderer must:

1. Provide the core hardware of at least one of the four main categories of the Product - Servers, Storage, UPS or Virtualisation;

2. and be one of the following:

(a) an Australian manufacturer of the Product; or

(b) a licensed importer/distributor for a manufacturer not incorporated in Australia; or

(c) a major Australian distributor for a manufacturer where that manufacturer is not tendering in its own right; and

3. not be an assembler of the Product (excluding peripherals and software).

Part F – Statement of Requirements

4. Category Requirements

The detailed requirements for products and services for all categories are outlined below. It is required that where a product requires pre-operational services such as run-up diagnostics, installation into vendor racks etc, the cost must be included in the base unit price.

4.1 - Server Systems

The 'Server Systems' for this RFT are defined as multi user computing system (including the system hardware and any necessary Systems Software) within a family or series of such computer systems, which:

- a) shares compatible hardware such that the hardware components are readily upgradeable, in regards to the number of processors, the processor speed, memory and disk;
- b) shares, or is capable of sharing, the same Operating System software such that system operation is consistent and supports full binary compatibility across the family; and
- c) comprises of hardware and software products which are fully integrated and functional as a system.

This includes systems used in both infrastructure and application roles.

This also includes Data Centre servers which are defined as follows:

- 1) rack optimised and mountable to RETMA standards AND
- 2) provisioned with the capability of connection to a storage array system.

Tenderers are required to offer a range of systems that afford a significant growth path in the server environment.

The products supplied under this category should include all necessary software, peripherals, and hardware options required to enable a customer to order a fully configured and functional system from the successful Tenderer.

System platform hardware may include cabinet, power supply, processor(s), memory, storage, display, i/o interfaces and other components that integrate together with the operating system to form a functional system.

Tenderers for this category should also tender for hardware and software maintenance and other Support Services under the Support Services category.

It is **highly desirable** that the tenderer offers additional security services such as customer retention of hard drives replaced under warranty.

Tenderers are required to provide a list of the security Services offered such as customer retention of hard drives or guaranteed destruction with certificate with all systems supplied under the contract.

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4.1.1 Server System Composition

For each Server System tendered, Tenderer should be capable of supplying and supporting **all** of the following elements:

- I. Processors and peripherals;
- II. System Utilities/Drivers applicable to the Operating System;
- III. Network cards, HBAs;
- IV. A range of other System Software necessary for the customer's normal use, management, and operation of the hardware and operating system e.g. Macro Assemblers, Language Compilers and Virtual Machines applicable to the tendered system.

4.1.2 System Requirements

- I. The hardware system memory should be capable of being upgraded at the customer site.
- II. The hardware system should be capable of supporting a high capacity archiving and data back-up system.
- III. The hardware system should use an industry standard (ie widely available) device to load software, eg CD-ROM, DVD-ROM, USB etc.
- IV. The system should have an RFID tag for identification.
- V. The system should be rack mountable (to RETMA standards) except for x86 systems which **must** be rack mountable,
- VI. The system should support dual power supplies with the ability to run from independent power lines.
- VII. The system should support dual network card with the ability to run independently.
- VIII. The system should support dual HBAs.
- IX. The system must be able to be remotely monitored, e.g. via SNMP.
- X. The system must have the ability to connect to a SAN, CAS or NAS.

4.1.3 Network Standards Requirements

The tendered Systems must have the following capabilities:

- 1. Support Transmission Control Protocol/Internet Protocol (TCP/IP).
- 2. Provide dynamic re-configuration of the network, i.e. network configuration changes can be made on-line.
- 3. Accept configuration programs from remote locations i.e. programs can be downloaded.
- 4. Automatic configuration at power-up and remote configuration without operator intervention.
- 5. Securely managed via TCP/IP Telnet, CLI, HTTP or SNMP Services.

The tendered Systems should also have the capability to support a wide range of network interface standards.

4.1.4 Environmental Requirements

The following information on environmental requirements must be provided with all systems supplied under the contract.

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- I. All hardware systems requirements other than standard office power supplies and air-conditioning systems such as three phase power supplies, cabling requirements.
- II. Minimum and optimum special environmental housing requirements, i.e. temperature range in Degree C, humidity range in percentage, raised flooring in mm.
- III. Unit weight in Kg and dimensions in cm.
- IV. Total heat output details in K Joules.
- V. Power requirements in Watts at power-up, under normal operating conditions and whilst hibernating.
- VI. Star ratings (or similar) where relevant.
- VII. Internal sensors and any environmental parameters reported.

4.1.5 System Software

'System Software' for this RFT is defined as software which integrates with and supports the basic use, operation and management of the hardware and operating systems to provide a fully functional system. It includes:

- I. System Utilities applicable to the tendered Operating System.
- II. Network access, maintenance and management software.
- III. Macro assemblers and language compilers applicable to the tendered system where appropriate.

Tenderers are required to offer their full range of items of System Software whether these are supplied as integral components or as selectable separately priced product options.

4.1.5.1 System Diagnostic and Fault Tolerance Facilities

The systems supplied under this contract must have the following characteristics:

1. Capability to run comprehensive checks and diagnostics on all hardware components.
2. Capability to identify faulty hardware components while system is running.
3. Support for automatic recovery from hardware component malfunction using fault tolerant technology (e.g. ECC memory, redundant power supplies, transparent CPU shutdown for multi-processor machines).
4. Availability of comprehensive SNMP agent and MIB to allow system to be monitored using an integrated management tool such as SunNet Manager, HP Open View, CA Unicenter or Tivoli Management Framework.

4.1.6 Operating System Requirements

The tenderers are advised that the systems supplied under the contract must be supplied with a list of the operating systems certified to operate on the system.

4.2 –Storage Solutions

4.2.1 Storage Solution Composition

The tenderers are required to offer their full range of storage solutions to address the following requirements:

- I. Storage Area Network (SAN)
- II. Network Attached Storage (NAS)
- III. Content Addressed Storage (CAS)
- IV. Tape and Tape Library
- V. Virtual Tape Library (VTL)
- VI. Backup and Recovery
- VII. Archiving
- VIII. Storage Management Software
- IX. Data de-duplication and replication
- X. Storage Virtualisation Technologies

It is **highly desirable** that the tenderer offers additional security services such as customer retention of hard drives replaced under warranty, secure wiping or destruction of storage.

All systems supplied under this contract should provide capacity for growth.

4.2.1.1 Storage Area Network (SAN)

Storage Area Network (SAN) – the primary purpose of the SAN system will be to transfer data between computer systems and store elements and among storage elements. It is expected that the SAN will consist of a communication infrastructure, which will provide physical connections and a management layer that organises the connections, storage elements, and computer systems so that data transfer is secure and robust.

All systems supplied under this contract:

- 1) Must provide a high level of redundancy. (e.g. multiple controllers, multiple data paths).
- 2) All non-disk components of the SAN (other than the physical frame) must have built in redundancy.
- 3) Must actively support a range of connectivity options. The offered SAN should be capable of supporting Fibre Channel and iSCSI connectivity. Successful Tenderers should also provide a roadmap for additional connectivity solutions (e.g. Fibre Channel over Ethernet – FCoE).
- 4) The Successful Tenderers must list any connectivity requirements (e.g. Host Bus adapters – HBAs, Fibre Channel switches and/or directors) or describe what equipment will be required to connect the SAN to server systems.
- 5) Provide a compatibility matrix for the SAN solution with industry standard HBA and Fibre Channel infrastructure.
- 6) The SAN should be capable of supporting multiple disk types (e.g. Fibre Channel hard disk drives, Serial SATA hard disk drives).
- 7) The Successful Tenderer must provide all necessary software and/or appliances to provide basic management and operation of the SAN.

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- 8) The certified operating systems supported by the SAN solution must include Windows Server, UNIX and Linux as a minimum.
- 9) The offered solution should be complete and operational.

4.2.1.2 Network Attach Storage (NAS)

Network Attached Storage (NAS) - the primary purpose of the NAS system will be a server that is dedicated to file sharing. The NAS device does not need to be located within the server but can exist anywhere in a LAN and can be made up of multiple networked NAS devices.

- 1 All non-disk components of the NAS (other than the physical frame) should have built in redundancy.
- 2 The NAS must be capable of supporting the NFS (Network File System) and CIFS (common Internet File System) protocols. Successful Tenderers should also provide a roadmap for any additional connectivity solutions.
- 3 The Successful Tenderer must propose any connectivity requirements (e.g. Network Interface cards – NICs and Ethernet switches and/or directors) or describe what equipment will be required to connect the NAS to server systems.
- 4 The NAS must be capable of co-existing with other NAS equipment in the enterprise.
- 5 The NAS solution should be complete and operational.

4.2.1.3 Content Addressable Storage (CAS)

Content Addressed Storage (CAS) – the primary purpose of the CAS disk storage system will be to assign a unique identifiable logical address to the record when it is stored, and that address will be neither duplicated nor changed in order to ensure that the record always contains the exact same data as was originally stored.

- 1 All non-disk components of the CAS (other than the physical frame) should have built in redundancy.
- 2 The Tenderer must propose any connectivity requirements or describe what equipment will be required to connect the proposed CAS solution to server systems.
- 3 The CAS system must be capable of single instance store (storing only one copy of unique data) and providing search capabilities for information objects.
- 4 The CAS solution should be complete and operational.

4.2.1.4 Tape and Tape library

Tape Library – the Tape Library is a storage device which contains one or more tape drives, a number of slots to hold tape cartridges, a barcode reader to identify tape cartridges and an automated method for loading tapes. It is desirable that solutions include compression, high-capacity tapes and encryption.

The following are the requirements of any tape and tape library:

1. The tape drive should be capable of data compression and store in excess of one terabyte of compressed information.
2. The tape should have the capability of data encryption.
3. The tape library supports electronic labelling of tape cartridges and on-line storage of backup details in a centralised tape library database.

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4.2.1.5 Virtual Tape Library (VTL)

Virtual Tape Library – The Virtual Tape Library (VTL) is a disk based solution where software in the VTL emulates the functions of real tape drives.

The following are the requirements of Virtual Tape Library:

1. The virtual tape drive must be capable of data compression and/or data de-duplication.
2. The virtual tape library must have the capability of exporting or vaulting virtual tape information to real tape drives.

4.2.1.6 Backup and Recovery

Backup and Recovery – Backup and storage solutions can include a number of technologies, disk based technologies, specialized backup and recovery appliances, tape and tape libraries. Backup and recovery solutions are to protect the integrity of information and to recover the information in the event of some form of corruption or failure.

The following are the requirements of any backup and recovery solution:

1. Any backup and recovery solution must store backup and recovery details in a centralised database.
2. Any backup and recovery software must be able to be integrated with equipment proposed in 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4 and 4.2.1.5.

4.2.1.7 Archiving Solutions

Archiving Solutions– Historically, information has been archived to tape, however the archived information on tape has not been readily accessible. There are a number of forms of online information archive that can be deployed such that the information can be more readily accessed.

The following are the requirements of any archiving solution:

1. Any archiving solution must be capable of moving digital information from one tier of storage to another.
2. Any archiving software must be able to be integrated with equipment proposed in 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4 and 4.2.1.5.

4.2.1.8 Storage Management Software

Storage Management Software – associated software is the software that can be utilised to manage the storage hardware that is offered.

Any storage management software must be able to be integrated with equipment proposed in 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4 and 4.2.1.5.

4.2.1.9 Data de-duplication and replication

Data de-duplication essentially refers to the management of redundant data. In the de-duplication process, duplicate data is not stored or archived, leaving only one copy of the data

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to be stored, retaining its integrity. Indexing of all data is still retained should that data ever be required.

Any storage management software must be able to be integrated with equipment proposed in 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4 and 4.2.1.5.

4.2.1.10 Storage Virtualisation Technologies

Storage virtualization is commonly seen as the process of abstracting logical storage from physical storage. It is the capability, implemented in a hardware and software, to pool multiple physical arrays into a single management domain.

The following are the requirements for Storage Virtualisation Technologies:

1. The virtualisation solution must be able to integrate with equipment proposed in 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4 and 4.2.1.5.
2. The solution must be capable of supporting a wide range of connected disk storage devices.
3. The storage virtualization solution should have a high degree of redundancy.
4. The solution should make the connected disk storage devices appear as a single pool of connected storage from which storage volumes or LUNs may be created.
5. All connected disk storage should be capable of being managed as a single pool of storage with a common management interface.
6. It is desirable that the solution support advanced features such as compression, de-duplication, replication and thin-provisioning.

4.3 – Uninterruptable Power Supplies (UPS) Systems

All Uninterruptible Power Supplies (to a maximum capacity of 20kVA), Power Filters and Conditioners can be offered under this tender. Tenderers are encouraged to offer their full range of solutions including management facility.

OUTPUT

- Rack mountable in standard RETMA racks
- Range up to 20 kVA but should include 5, 10, 15 and 20 kVA capable units
- Target efficiency at full load in excess of 90%
- Output voltage distortion less than 3%
- Output frequency - 50/60 Hz
- Crest factor 3:1
- Output Connections - minimum of 6 conforming to IEC standards (identify number of C13 or C19 outputs)
- Internal Bypass capability which can be set automatically or manually

INPUT

- 230V 5/60 Hz auto sensing
- Input voltage range - 160-280V
- Input THD - less than 7% at full load

BATTERY SUPPORT

- Batteries should be maintenance free, sealed Lead-Acid, suspended electrolyte and leakproof
- Batteries should be able to be fully recharged in less than 3 hours

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- Minimum back up time at half load - 30 minutes
- Minimum backup time at full load - 10 minutes

Communications:

- Interface ports supporting DB-9 RS232, RJ-46 10/100 Base-T Ethernet
- LED Status Display minimum with load and battery bar graphs. On Line/Off Line, On Battery, Replace Battery, Overload and Bypass indication
- Audible Alarms when on battery, separate low battery alarm, overload alarm
- Emergency Power Off

Surge Protection:

- Full time multi pole noise filtering; zero clamping response time; to meet industry standard such as UL 1449

OPERATING ENVIRONMENT

- 40°C
- Humidity 0-100%
- Elevation - up to 3000 metres
- Noise at 1 meter - less than 55 dBA

4.4 – Server Virtualisation Solutions

This requirement refers to the provision of solutions that allow multiple instances of an operating system to reside on a single physical machine.

The virtualization solution should:

- Provide a high level of availability and redundancy.
- Provide the ability to use a master catalogue of virtual machines (operating system instances)
- Be able to use Fibre Channel based SAN storage and Ethernet based NAS storage.

Where proposed virtualization solutions require provision of equipment outside the scope of this tender, the supplier should detail any such requirements.

4.5 – Peripherals and Hardware Options

Products include all those peripherals and hardware options that attach to and form an integral part of the tendered System.

Equipment that can be tendered includes anything that is required to house or operate the tendered equipment in a Data Centre environment but is not limited to the following KVM, Racks, PDU, IP Managed Power rails, Cable Management System, Leads and Add in cards

Tenderers should offer a full range of peripherals and hardware options to enable a Customer to order a fully configured and operational system.

Tenderers are required to tender Peripherals and hardware add-ons/options that are compatible with the hardware and software offered server solutions.

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4.6 - Support Services including installation and maintenance

'Support Services' for this RFT are defined as:

- Hardware and software installation or implementation services,
- Initial systems performance testing,
- Optimisation Services,
- Hardware and software maintenance including out of warranty service,
- Initial systems performance tuning,
- Support services and options related to maintenance services,
- Training of customer staff in the support and/or operation of the procured hardware and/or software, and
- Helpdesk services

Bundled services may be provided where applicable.

It is expected that a range of Support Services options will be available for purchase with all systems that can be supplied under this Contract e.g. combinations of response time options, hours of coverage, duration of contract, service level commitments and other value add-ons.

Tenderers are required to list all their relevant Support Service products that will be provided / supported in their response and their availability in the various Regions of NSW as defined below:

Greater Metropolitan Area and Regional Areas are defined as under

Note 1: **Greater Metropolitan Area** is defined on the basis of the following Local Government Areas: Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Blue Mountains, Botany Bay, Burwood, Camden, Campbelltown, Canada Bay, Canterbury, Fairfield, Gosford, Hawkesbury, Holroyd, Hornsby, Hunters Hill, Hurstville, Kiama, Kogarah, Ku-Ring-Gai, Lake Macquarie, Lane Cove, Leichhardt, Liverpool, Maitland, Manly, Marrickville, Mosman, Newcastle, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Rockdale, Ryde, Shellharbour, Strathfield, Sutherland, Sydney, Warringah, Waverley, Willoughby, Wingecarribee, Wollondilly, Wollongong, Woollahra, Wyong.

Note 2: **Regional Areas** is defined as all other areas.

Tenderers are required to specify price variations (if any) applicable to various regions.

Support Services are separate from Tenderers' mandatory obligations for product warranty and warranty support as required under this contract. Pricing for any tendered Support Service options, which incorporate hardware and software maintenance during the warranty period, should be discounted to allow for the value of the integrated warranty service during the warranty period. Tenders should make this clear in their pricing response.

Where Support Services are to be included with the supply of products and services, the Tenderer agrees that additional clauses relating to the delivery of those Support Services may be agreed at the time of purchase and included in the Official Order.

Tenderers should be aware that the provision of services described above may also be available through other period contracts, for example ICT Services Contract 2020.

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Other Requirements

5. Price

The Tenderers are required to submit the prices for all items specified in the category in the format provided in the Price Schedule for the category tendered.

Any item not specified separately but required necessarily for the completion of the works, or any part thereof, shall be deemed to be included in the items listed in the Price Schedules.

The Tenderer is also required to provide with the tender, the Tenderer's Price Book to cover all items in the Tenderer's range (including those specified in the Price Schedule) for the category tendered.

The Tenderer will be required to provide the Price Book to the Principal six monthly and to the Customers whenever requested by them.

The tenderers are also required to offer a Minimum Percentage of Discount (Government Discount) from list price (Net market price) as per Tenderer's Price Book.

The Tenderer's current price specified in the Price Book less a Minimum Government Discount offered from list price will be the contract price for each Deliverable offered.

Where discounts vary by product or product range, tender must specify the discounts to cover all the products or product ranges tendered.

It is expected that Principal and customers will continue to review prices of successful tenderers to ensure they obtain best value for money.

The Principal may compare the Price Book with other customers of the Tenderer who have access to the Price Book.

Customers may seek further competitive quotations from the successful tenderers before placing any order.

In addition to Government discounts, Tenderer may offer extra discounts for settlement (early payment), tiered volume discounts, bulk purchase, sole contractor and agency discounts.

In addition to Price Book, tenderers may also submit prices based on other pricing models such as cost plus. However, this will be treated as alternate tender and will be considered only if submitted with a conforming tender and prices in the Price Schedule and Price Book.

The prices included in this schedule shall be deemed to cover the Tenderer's full obligations in meeting the requirements for all items in the tendered category.

It is highly desirable that tenderers include the removal of packaging material as part of their included services at no additional price to customers.

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The Tenderers are required to provide the following details in relation to the attached Price List(s). If a number of Price Lists are to be submitted, The Tenderers are required to provide the following details for each of the Price Lists submitted.

- 1) Name of Price List:
- 2) Date of Price List:
- 3) Official Price List Number:
- 4) State the frequency of revision of the Price List:
- 5) State the basis of revision of the Price List:
- 6) Provide examples of variations in the Price List over the past two-year period.

6. Price Variations

The successful Tenderer may increase the percentage of the tendered Government Discount for one or more categories/products supplied under the contract at any time during the term of the contract, including any optional extension periods.

In the case of any increases in the tendered Government Discount, these must be passed on automatically to the customers at any time during the contract.

For any decreases in the tendered Government Discount, the successful tenderer must submit a request to NSW Contracting Services at any time but decreases in Discount shall not be effective until approved in writing by NSW Contracting Services.

In the case of Price Book decreases these must be passed on automatically to the customer at any time during the contract.

7. Guaranteed Delivery Times

Delivery for system component shall be completed not later than 15 working days from the date of receipt of an Official Order but before that date if possible.

Delivery for full systems shall be completed not later than 21 working days from the date of receipt of an Official Order but before that date if possible.

For larger systems, the tenderer must indicate an estimated delivery time from the date of receipt of an Order.

8. Transition In and Transition Out

Tenderers will be expected to provide a plan outlining how they would integrate with competitor's hardware in the event of transitioning. This plan, if approved, will become part of the Deed of Agreement.

9. Obsolescence, Disposal and Take-back

The NSW Government is committed to environmental sustainability in the management of its IT assets, including minimisation and recycling of packaging, energy efficiency, reduction of toxic materials and the responsible disposal of equipment at the end of its useful life. Through this contract, the government seeks to work with the Contractor to implement environmental sustainability and product stewardship.

10. Solution Optimisation

Successful Tenderers should be able to assist customers by providing cost effective options to manage demand and provide flexibility in provisioning server and storage infrastructure with the aim of reducing server and storage acquisition complexity and duplication.

11. Performance Monitoring

The successful Tenderer will be required to perform to an agreed level of service. The Board may enter into a Service Level Agreement (SLA) with the successful Tenderer and a number of Key Performance Indicators (KPI) will be agreed upon. The requirement for SLA is included in the Procure IT.

The Contract Authority will identify a number of indicators against which Contractors performance will be measured.

The Key Performance Indicators (KPIs) for this contract Arrangement may cover compliance with the following:

- 1) **Specification**
- 2) **Quality Performance** – Amongst other measurements, this KPI will be based on complaints made by Customers against the products at time of delivery or frequency of in-service failures, whether verified by the Contract Authority or not. The Contract Authority may also request at any time copies of ISO9001 certification and any other product certification required in this RFT as a further test of the Contractor's commitment to quality.
- 3) **Delivery Service Levels** – includes Contractor's compliance with the minimum agreed delivery times
- 4) **Warranty Service Levels** – includes Contractor's continuing compliance against the minimum warranty response times and repair times stated in the tender.
- 5) **Contract conditions** – includes Contractor's ongoing compliance with the Deed of Agreement.
- 6) **Environmental Sustainability**
- 7) **Reduced cost**
- 8) **Innovation**
- 9) **Product substitution**
- 10) **OHS**
- 11) **Incident Resolution**
- 12) **Support**

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13) Account Management

14) Customer satisfaction

The following table identifies the performance indicators and identified specific minimum performance targets that a successful respondent may be measured against:

Performance Indicator	Description
Meeting Delivery Service Levels	On a minimum of 80% of occasions during a quarterly reporting period, a Contractor must meet the target delivery times and on 98% of occasions meet the maximum delivery time.
Warranty Help Desk Responsiveness	The period from an Agency first contacting the Contractor's warranty Help Desk centre (whether electronically or by phone) until the Agency is advised of the method of resolution (e.g. phone technical support or on-site assistance) must occur in not more than thirty (30) minutes on 95% of occasions during a quarterly period.
Warranty Service Response Times	The period from the logging of a warranty time to attendance by a technician on-site at the Agency's location (where required) must meet the response time specified in section A1.10 for the applicable warranty service level on at least 95% of occasions during each quarterly period.
Deliverable Dead on Arrivals (DOA)	At least 98% of Deliverables delivered to an Agency must be operational and functioning in accordance with specifications, at the point of installation, during a quarterly period.
Number of Deliverable failures	The number of equipment failures (during the warranty period) in any quarterly period must be less than 3% of the total installed base. The installed base is the total number of devices supplied to Agencies by a Contractor from the commencement of any contract to the date at which performance against the indicator is measured.
Invoice accuracy and timeliness.	Invoicing issued to Agencies relating to the supply of Deliverables must be accurate in all material aspects on at least 99% of occasions during each quarterly period. This indicator will be measured on an exception basis.
Management Fee	Accurate returns and payments to be received by the Contracting Authority by the dates specified.
Reporting and Information accuracy and timeliness	Accurate information and reports to be received by the Contracting Authority by the dates specified.
Customer Satisfaction	Will be measured regularly. Contractors must actively seek to achieve and maintain high customer satisfaction. Actions from surveys to be identified and completed by agreed dates.

The Contractor may be required to track its own performance against these indicators, using a standard scorecard template, which will be provided to successful respondents. The scorecard may be required to be completed and sent to the Contract Authority's Vendor Management Unit on a monthly basis, along with reports to validate the

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performance scores. Records pertaining to performance against the performance indicators must be retained for review by the Contract Authority as and when required.

Consistent or recurrent failure by a Contractor to meet the performance indicators may lead to termination of any contract or if applicable a loss or adjustment to a Contractor's supplier status.

12. Reporting

The Contract Authority will require Contractors to provide a range of management information to assist in the establishment of a central information repository.

The reports that the Contract Authority requires relate to details of the supply of Deliverables and include the following areas:

No later than the 10th working day of each month:

- (a) Detailed sales data per customer for the preceding month.
- (b) All service details per customer for the preceding month
- (c) Performance Scorecard and validation reports

No later than the 15th working day after each quarter, a report is to be provided to the Contract Authority providing informative business activity to indicate trends and improvement opportunities, examples of information required include:

- (d) Total sales for the quarter and comparisons to previous periods;
- (e) Customer profiles, eg. Equipment sold to each Customer, spend per Customer and charts indicating top Customers over total sales, certain product types, etc.
- (f) Provision of warranty services;
- (g) Performance indicator outcomes and commentary;
- (h) Asset (including Deliverable build) details;
- (i) Issues log, actions and status;
- (j) Improvement or savings opportunities;
- (k) Validation of savings achieved over the quarter and cumulatively;
- (l) Any other information that supports the effective management of the contract and as may be reasonably requested from time to time; and
- (m) Total number of computers and other pieces of equipment Re-Used, Recycled and Disposed and any other Environmental Sustainability initiatives.

The Contract Authority will determine the final layout and information of the reports to which successful tenderers must comply.

13. Quality Assurance

The minimum quality requirement for this RFT will be that all Approved Suppliers should have or be prepared to obtain:

AS/ANZ ISO9001:2000 – a management system certified for quality assurance in production, installation and servicing computer equipment.

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Approved Suppliers **must** maintain this minimum quality requirement for the full term of the Agreement and provide copies of the quality certificated to the Contract Authority on request.

14. Warranties/ Guarantees

14.1 Basic Warranty Services

The Contract Authority is seeking a range of services that will enable effective, ongoing operation of the Deliverables that may be required by Customers. The service requirements include warranty, extended warranty and service of the Deliverables outside of warranty period but do not include support of related infrastructure or networks. Where a representative of the Tenderer provides any services requiring on-site attendance, appropriate security clearance may be required, which may involve police, criminal checks or other similar agency specific requirements.

The warranty offered **must** cover all components, including third-party components, comprising the Deliverables without exclusion or limitations.

There **must** be no additional cost to Customers associated with the base warranty services regardless of where the Customer is located in the state of NSW.

The Tenderer **must** offer the following warranty requirements for related equipment:

Warranty Service	Minimum Warranty Term	Service Level Requirements (Minimum)
Four (4) hours onsite, 9am to 5pm. Mon to Fri	Three (3) years	<ul style="list-style-type: none">Greater Metropolitan Area - On-site attendance by a representative prior to four (4) hours following a warranty call or electronic logging by a Customer (Regional = next Business Days)Target duration from logging of a warranty call to the Deliverable being returned to its normal operating condition is one (1) business day (Regional = two (2) business days) <p>If the Deliverable is not repaired within three (3) Business Days equivalent substitute Equipment (appropriately configured) must be offered at nil cost to the Customer.</p>

The Contract Authority considers it **highly desirable** that Tenderers offer the same warranty response times in Regional Areas as in the Greater Metropolitan area. The Tenderer is required to detail in its response whether there are any geographical or other limitations associated with it offering to Customers located in Regional Areas the range of Standard Warranty and Extended Warranty Services in this section.

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Details of pricing for each of the Extended Warranty Services **must** also be provided including the incremental/decremental cost that would be associated with a Customer purchasing each upgrade or downgrade option.

14.2 Extended Warranty Services

The Contract Authority expects that the Tenderer will make available a range of extended warranty options, incorporating increased service levels and warranty duration as detailed in the tables below. In all cases it is **highly desirable** that the extended warranty services will be offered in addition to the basic warranty service requirements specified above.

The following **highly desirable** optional upgrade service requirements should be tendered by the Tenderer:

Warranty Service	Minimum Warranty Term	Service Level Requirements
Four (4) hours onsite, 9am to 5pm, Mon to Fri	Three (3) years	<ul style="list-style-type: none"> All areas - On-site attendance by a representative prior to four (4) hours following a warranty call or electronic logging by a Customer. Target duration from logging of a warranty call to the Deliverable being returned to its normal operating condition is one (1) business day.
Four (4) hours onsite, 24 hours Mon to Fri	Three (3) years	<ul style="list-style-type: none"> Service level requirements are as per those specified above.
Four (4) hours onsite, 24 hours x 7 days/week	Three (3) years	<ul style="list-style-type: none"> Service level requirements are as per those specified above.
Four (4) hours onsite, 9am to 5pm. Mon to Fri	Additional one (1) year (extending standard warranty to four (4) years)	<ul style="list-style-type: none"> Service level requirements are as per those specified for the standard warranty
Four (4) hours onsite, 9am to 5pm, Mon to Fri	Additional one (1) year (extending standard warranty to five (5) years)	<ul style="list-style-type: none"> All areas - On-site attendance by a representative prior to four (4) hours following a warranty call or electronic logging by a Customer. Target duration from logging of a warranty call to the Deliverable being returned to its normal operating condition is one (1) business day.
Four (4) hours onsite, 24 hours Mon to Fri	Five (5) years	<ul style="list-style-type: none"> Service level requirements are as per those specified above.
Four (4) hours onsite, 24 hours x 7 days/week	Five (5) years	<ul style="list-style-type: none"> Service level requirements are as per those specified above.

Part F – Statement of Requirements

15. Consumption Data

The value of c846 during 2007-08 was approximately \$47m. This has significant potential for contract growth as Agencies progress infrastructure upgrade and investment plans. The usage of this contract by product categories is as follows:

- Storage – 53%
- Servers – 27%
- Software- 11%
- Service – 9%
- There is no data available for Virtualisation as it is a new category.

The Board takes no responsibility for the accuracy of the consumption data provided. Also the Board provides no guarantee of its usage for the proposed agreement. This is a guide only.