

CONTRACT GUIDE

**State Contract 1012:
Print Warehousing and Distribution
Services**

CONTRACT PERIOD: 1 June 2011 to 31 May 2014

Contract Summary

A wide range of print related services are available through this contract include: warehousing, storage, distribution, order and inventory management.

NSW Procurement

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Always ensure you obtain the latest version of the contract guide.

Enquiries to 1800 NSW BUY (1800 679 289) or visit the website www.nswbuy.com.au

Table of Contents

Contract Summary	2
Introduction	4
Section 1 – Accessing SCCB Contracts.....	5
New Customers	5
Placing an Order direct with supplier	5
Section 2 – Contract Scope and Services.....	6
Prices	7
Section 3 – Key Features and Benefits	8
Section 4 – Suppliers	9
Blue Star IQ	9
E-Bisprint Pty Ltd	9
Salmat Business Force Pty Ltd.....	9
Toll Transport Pty Ltd	9
Foxprintsolutions Pty Ltd	9
Section 5 – Contract Conditions	10
Organisations Eligible to Purchase from the Contract.....	10
Code of Behaviour – Protection of Children and other Vulnerable People.....	11
Confidentiality	11
Intellectual Property	11
Operation of Nominee Purchasing.....	12
Government Taxes, Duties and Charges	12
Delays and Emergencies	12
Settlement of Disputes.....	12
Section 6 – Contract Administration & Supplier Performance Survey	13
NSW Procurement Contact Numbers.....	13

Introduction

This is the first time a whole of government approach for print related services has been established. Each government agency will have a different requirement in terms of print services and given each agency is at a different maturity level regarding print function, not all agencies will require a print warehouse.

The print industry is very dynamic and the opportunity exists for NSW Government to achieve significant savings and efficiency gain by leveraging and aggregating government spend on print. This contract forms the first phase in a roadmap to print management maturity.

Print Service Suite

There are essentially 3 print services in the suite:

1. Contract 1011 Print Management Service Providers (PMSP)
2. Contract 1012 Print Warehousing and Distribution Services
3. Approved Print Supplier Listings – for agencies who do not require print managers

Contract 1011 Print Management Service Providers (PMSP) provides independent print management and brokerage services.

Contract 1012 Print Warehousing and Distribution Services provides warehousing, storage, distribution, order and inventory management (the focus of this Contract Guide).

Contract 1012 Print Warehousing and Distribution is for a term of 3 years (with an option to extend for two periods of up to one year) expiring on 31 May 2014.

Approved Print Supplier Listings includes a list of accredited printers which government agencies can call upon for any printing, finishing and production needs. NSW Procurement is currently working on establishing this List. In the interim, print managers can be used to source printers if required.

Section 1 – Accessing SCCB Contracts

State contracts are established under the authority of the State Contracts Control Board and administered by NSW Procurement, an office of the Department of Finance and Services.

A list of the categories of organisations eligible to purchase from state contracts is given in Section 5 of this Guide. Most eligible organisations have already registered with NSW Procurement in which case they have immediate access to the contracts.

If you are unsure if your organisation is already registered or your organisation's NSWBUY Identification number you can contact either the accounts section in your organisation or alternatively you can contact NSW Procurement Client Support Centre on telephone 1800 NSW BUY (1800 679 289) or e-mail nswbuy@services.nsw.gov.au.

If your organisation has not yet registered, an application form will need to be completed and submitted to NSW Procurement before you can use the contract. Organisations need only register once – there is no need to register for each individual contract. Once approved, customers are allocated an identification number and are then eligible to use any of the state contracts administered by NSW Procurement.

Copies of the customer application form can be obtained by contacting NSW Procurement Client Support Centre on telephone 1800 NSW BUY (1800 679 289) or from the NSW Procurement website at www.nswbuy.com.au.

New Customers

To register as a new customer, visit www.nswbuy.com.au > Purchasing for Government. You can either complete the process on line or download and complete an application form. Once approved, you will be advised of your NSWBUY Identification Number and are then eligible to use any of the state contracts administered by NSW Procurement.

Phone 1800 NSWBUY (1800 679 289) if you have any problems completing your application form or if you wish to check your registration status.

Placing an Order direct with supplier

Registered state contract users can order services directly from the supplier.

By placing an order, an organisation is entering into a contract with the supplier and, as a minimum, the following information should be included in the official order:

- Contract Number and Name
- Name and address of Supplier and Customer
- NSWBUY Identification Number
- Customer's Order Number
- Date of Order and Date of Delivery
- Details of services, prices etc

Section 2 – Contract Scope and Services

Scope of Services:

The scope of services includes warehousing, storage, distribution, order and inventory management.

The services that are not in scope are print production, finishing and print management.

Services may range from ad-hoc (short term) to the long term warehousing and distribution of a customer's print materials.

The detail of the services include:

- Storage in General
- Inventory Control including receipt of goods and disposal
- Order Handling
- Packaging and labelling
- Deliveries – Distribution including mailing and postage
- Courier and freight service
- Reporting
- Invoicing
- Call Centre/Help Desk Management
- Customer Service
- Additional Security
- Selling Capabilities of Customer Materials
- Kitting

How to select a contractor:

- Know your requirements – the more detailed and specific you can be regarding your warehousing needs and specifications (e.g. scope, timeline, constraint, special requirements etc), the better the contractor can tailor their service to meet your needs and timelines and provide a more accurate costing.
- Because this is a panel contract, you can simply select any contractor on the panel to provide the services you need. Alternatively, you can select one via RFQ.

- Pricing is only one of the factors to consider when engaging a contractor. The relevant experience, capability and skill set of the contractor will play a key role in selecting the best supplier for your particular requirements.
- Once you have selected a contractor, you might like to go through your requirements in details with the selected contractor and set up some key performance indicators.

Print Warehousing and Distribution Services Performance Management

It is the responsibility of the Agency to implement key performance indicators and measure the contractor's overall performance.

Prices

Prices in this contract are listed in smartbuy® under Storage, Distribution and Order/Call Centre. Storage charge includes pallet storage, shelf storage, receipt charges and stock take charges. Distribution charge includes postage and parcel freight. Order/Call centre charges include order fulfilment and order processing.

Customers should be careful to continually consolidate their print products into the smallest shelf area in order to minimise cost.

Prices may change in accordance with the price variation conditions of the contract. Regular users of NSW Procurement contracts should consider using smartbuy® for latest pricing.

For further information please contact the NSWP Support on 1800 679 289

Section 3 – Key Features and Benefits

1. Competitive services based on best practice in warehousing, inventory management and distribution
2. Potential savings and cost reduction to Government through:
 - Demand management
 - Stock rationalisation
 - Reduction of Warehouse Storage and activity levels
 - Obsolescence management
 - Value re-engineering
 - Freight management
3. Increase efficiencies through:
 - Automation
 - Transparency in all transactions
 - Continuous supplier performance management
 - Providing information management and regular transparent reporting
4. A choice of NSW top providers who are specialists in storage and distribution of printed product
5. Systems designed to manage the unique features of print inventory such as integrated warehouse management system, web-based portal and on-line ordering
6. Services can be fully customized to each agency
7. Compliance with NSW Government Procurement Policy.



Section 4 – Suppliers

The following Suppliers have been appointed to Contract:

- Blue Star Group Australia Pty Ltd, trading as Blue Star IQ
- E-Bisprint Pty Limited
- Salmat Business Force Pty Ltd
- Toll Holdings Limited, trading as Toll Transport Pty Ltd
- Foxprintsolutions Pty Ltd

Blue Star IQ

Contact: Gary Snellgrove
ABN: 58 000 205 210
Site address: Unit 4a, 13-21 South St
Rydalmere NSW 2116
Post address: Unit 4a, 13-21 South St
Rydalmere NSW 2116
Telephone: 02 8064 5533 (0422 400 145)
Facsimile: 02 9898 1879
E-mail: gary.snellgrove@bluestargroup.com.au
Internet: www.bluestargroup.com.au

E-Bisprint Pty Ltd

Contact: Catherine Gibson
ABN: 52 092 725 570
Site address: 7 Pioneer Ave, Tuggerah Business
Park, Tuggerah, NSW 2259
Post address: PO Box 3288
Tuggerah NSW 2259
Telephone: 02 4352 7777 (0408 289 674)
Facsimile: 02 4352 7788
E-mail: catherine.gibson@ebisprint.com
Internet: www.ebisprint.com

Salmat Business Force Pty Ltd

Contact: David Sutherland
ABN: 94 137 933 905
Site address: 2 Military Road,
Matraville NSW 2036
Post address: Innovation Place, Level 17, 100
Arthur St. North Sydney NSW 2060
Telephone: 0409 911 110
Facsimile: 02 9311 1917
E-mail: david.sutherland@salmat.com.au
Internet: www.salmat.com.au

Toll Transport Pty Ltd

Contact: Jasmina Stjelja
ABN: 31 006 604 191
Site address: Unit K & L, 10-16 South St.
Rydalmere NSW 2116
Post address: Unit K & L, 10-16 South St.
Rydalmere NSW 2116
Telephone: 02 8892 1943
Mobile: 0466 734 175
E-mail: jasmina.stjelja@tollgroup.com
Internet: www.tollin2store.com

Foxprintsolutions Pty Ltd

Contact: Bob Brundle
ABN: 47 129 495 503
Site address: 8 Picrite Close, Greystanes, NSW
2145
Post address: 8 Picrite Close, Greystanes, NSW
2145
Telephone: 02 8863 1693 (0418 621 705)
Facsimile: 02 8863 1699
E-mail: Bob_Brundle@linfox.com
Internet: www.foxprintsolutions.com.au



Section 5 – Contract Conditions

This section contains the key features of the contract conditions that may be of interest to customers. It does not contain all of the conditions of contract (a copy of which can be obtained by contacting NSW Procurement).

Organisations Eligible to Purchase from the Contract

The following organisations are eligible to purchase from the Contract:

- a) Any Department, Agency or Office of the Commonwealth including any Statutory Authority constituted under Commonwealth legislation;
- b) Any Department, Agency or Office of any State or Territory of the Commonwealth, including any Statutory Authority constituted under State/Territory legislation;
- c) Any Council of a city, municipality or shire constituted by a State or Territory;
- d) Any other organisation constituted by or subject to an Act of Parliament either Commonwealth or State or by a Regulation thereunder;
- e) Any body or association, other than a trading, commercial or industrial firm or corporation, which conducts a service, not being a trade, business or industry followed or carried on for profit, at the request of the Government, in respect of such service;
- f) Any Authority, person, body, corporation, association or organisation, whether incorporated or not, to which permission has been given by the Minister for the Department of Finance and Services, or an official delegate of the Minister, to issue orders for supplies comprised in the Agreement.

For the purpose of parts (d) and (e) above examples of typical organisations include, but are not limited to:

- Government Schools and Private Schools
- TAFE Colleges
- Public Hospitals and Area Health Services
- Trustees of Public Parks
- Boards
- Tribunals
- Commissions; and
- Registries.

For the purposes of part (f) authorities to which permission has been given generally have:

- Charitable or benevolent status
- Non-profit objective
- Level of government subsidy/support.

Examples are:

- Non-Government Schools
- Pre-Schools/Kindergartens and Child Care Centres
- Child Care Centres (excluding privately owned)
- Family Day Care Administrations
- Nursing Homes (excluding privately owned)
- Other community based service providers
- Student support groups which are established under the auspice of the relevant school or education institution
- Arts based groups sponsored by the Ministry for the Arts.



Code of Behaviour – Protection of Children and other Vulnerable People

The Supplier must ensure that all persons working on the site or sites under the Contract, including but not limited to the Supplier's employees and managers, consultants, sub-suppliers and suppliers (Supplier Employees) understand and comply with the requirements shown below.

- All Supplier Employees must gain permission to enter the school or facility before commencing work and they may only enter approved areas. The Supplier's representative or where a sub-supplier is working without the supervision of the Supplier, the sub-supplier's representative must report their presence to the person in charge of the school or facility on arrival each day and record, in the Site Visit Log, the details of all Supplier's or sub-supplier's employees working at the site or sites that day.
- Supplier Employees should avoid talking with, touching or interacting with any children or residents or other contacts of the school or facility except where the work requires it or in an emergency or safety situation.
- Supplier Employees must only use approved toilets and other facilities, unless the person in charge of the school or facility gives written authority to use alternative arrangements.
- The work area must not be able to be used or accessed by children, or residents or other contacts of the school or facility while work is in progress. Clear signs and barricades (where appropriate) must be used to prevent any inadvertent or unauthorised access.
- Supplier Employees must wear clothing that is tidy and in good condition, including a shirt, shorts or trousers or skirts at all times.
- Supplier Employees should report any concerns about children's behaviour or child abuse to the person in charge of the school or facility.
- Supplier Employees must wear or carry an identity card at all times when on the site or sites.

Confidentiality

- Except to the extent necessary to comply with any statutory requirements or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information of the

other Party except in accordance with this Agreement or a Customer Contract, unless the other Party gives its prior written consent.

- Each Party may disclose Confidential Information to its officers, employees and sub-contractors where such disclosure is essential to carrying out their duties or in accordance with this Agreement or a Customer Contract.
- Each Party must ensure the Confidential Information of the other Party is used solely in connection with or for the purposes of fulfilling its obligations under this Agreement or a Customer Contract.

Intellectual Property

- Intellectual Property created in relation to New Contract Material will be owned by the Customer upon its creation pursuant to a Customer Contract.
- The Customer grants to the Contractor a licence to use the Intellectual Property in the New Contract Material for the purpose of providing the Services.
- The Parties acknowledge and agree that the Parties or, where applicable, particular third parties, are the sole owners of their Intellectual Property rights in or in relation to the Existing Contract Material.



Operation of Nominee Purchasing

Introduction

The Nominee Purchaser Arrangement was created under section 18 of the Public Sector (Goods and Services) Regulation 2000 (NSW). The Regulation allows the State Contracts Control Board (“SCCB”) to provide access to suppliers of public sector agencies to SCCB standing offer agreements for the provision of goods and services. These suppliers are known as Nominee Purchasers. The public sector agencies making the nominations are known as Nominating Agencies.

What is a Nominee Purchaser?

“Nominee Purchaser” means a supplier to a public sector agency, nominated by the public sector agency to be authorised to place Orders under Standing Offer Agreements for things done as such a supplier and registered by NSW Procurement. Access of Nominee Purchasers to SCCB standing offer agreements:

- Is limited to standing offer agreements relevant to the contract between the Nominating Agency and the Nominee Purchaser, and which are specifically listed in the Nominee Purchaser’s registration; and
- Is for a fixed period of registration, usually ending on the completion of the term of the contract between the Nominating Agency and the Nominee Purchaser.

A Nominee Purchaser must not purchase goods or services under a SCCB standing offer agreement, unless they are related to its obligations under a contract with a public sector agency and are used during the term of such a contract or included or incorporated in works, goods or services to be provided to the public sector agency.

If you have any further enquires, or are interested in using this facility please call the NSW Procurement Client Support Centre on telephone 1800 NSW BUY (1800 679 289) or e-mail nswbuy@commerce.nsw.gov.au.

Government Taxes, Duties and Charges

All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Supplier.

Delays and Emergencies

From time to time the supply of services from the Supplier may be delayed. The Supplier will take all reasonable steps to minimise the effect of the delays.

An excusable delay is one which:

- Unavoidably delays the Supplier in the performance of its obligations under the Agreement
- Is beyond the reasonable control of the Supplier; and
- Could not have been reasonably contemplated or allowed for by the Supplier before entering into the Agreement.

The Supplier will inform you of the occurrence of any event, which is likely to adversely affect its performance of its obligations under the Agreement.

If you consider that the event, which the Supplier claims to be the cause of the delay, is such as to justify an extension of the time for the delivery of the supplies, you may grant and notify the Supplier of such extension of time (usually within 2 working days after receipt of the Supplier’s claim for an extension).

Settlement of Disputes

If a dispute arises then both you and the Supplier must use your best efforts to resolve the dispute.

Try to resolve the matter through discussions with the Supplier’s Customer Service Representative (see Section 4 for contact details).

If, however, you are unable to resolve the matter then you should contact NSW Procurement. If the matter cannot be resolved by mutual agreement of both parties in consultation with NSW Procurement the matter will be referred to expert determination. This more formal process will require you to keep a higher level of detailed documentation and records.



Section 6 – Contract Administration & Supplier Performance Survey

To help us maintain a high level of service and to meet agencies' obligations under NSW Government Service Provider Performance Management Guidelines, we seek your feedback concerning suppliers' performance under contracts established by NSW Procurement (an office of the Department of Finance and Services) on behalf of NSW government agencies.

Information on "Service Provider Performance Management" is available on the NSW Procurement website at <http://www.nswprocurement.com.au/PDF/Policy/Service-Provider-Performance-Reporting-Guideline.aspx>

For more information on supplier performance feedback please call the NSW Procurement Client Support Centre on 1800 NSW BUY (1800 679 289)

NSW Procurement Contact Numbers

The contract has been arranged and is administered by NSW Procurement. If you have any questions relating to the operation of the contract then contact:

NSW Procurement Client Support Centre
McKell Building 2-24 Rawson Place Sydney NSW 2000

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