

CONTRACT GUIDE

**Contract ITS 2007S:
Servers and Associated Services**

**CONTRACT PERIOD: 14 August 2008 to 13 August 2011
Extended to 13 August 2012**

11/11

Contract Summary

This is a Panel Contract for the supply of “low end” Servers and Associated Services for Whole of NSW Government.

The servers available to this contract are restricted to **X86 rack and tower Servers with 1, 2 or 4 socket motherboards with direct attached storage (DAS)**

All other servers, including X86 machines without DAS, intended for use in Data centres and Enterprise level applications are to be sourced through contract **2846 Server Platforms, Storage, Virtualisation Technologies, UPS’s and Associated Support Services.**

All personal computers including desktop, notebook and related devices are to be sourced through contract **ITS 2007 Personal Computers, Notebook Computers & Associated Services for Whole of NSW Government.**

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



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Introduction

This contract guide is designed to provide customers with all the necessary information needed to utilise ITS 2007S Servers and Associated Services.

NSW Procurement provides a full range of procurement services for government agencies and other clients. Services include contract management of common use contracts. These are state contracts on a rolling one to five year renewal cycle for the supply of products and services in common use across many agencies.

Term and Expiry

The Contract's initial term was for of three years expiring on 13 August 2011.

The first 12 month option for extension has been exercised and the contract now expires **13 August 2011**.

This state contract allows users to achieve considerable cost savings due to the combined purchasing power of the state government. It offers value for money including competitive rates, and a quality range of products.

Section 1 – Accessing the Contract

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

A list of the categories of organisations eligible to purchase from the 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.

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 goods and services direct with 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:

- 1) Contract Number and Name
- 2) Name and address of Supplier and Customer
- 3) NSWBUY Identification Number
- 4) Customer's Order Number
- 5) Date of Order and Date of Delivery
- 6) Item, product code, contract price, quantity and any accessories

You need to quote your NSWBUY Identification Number each time you purchase from state contracts. If you are unsure of your NSWBUY Identification Number, please contact NSW Procurement Client Support Centre on **1800 NSW BUY (1800 679 289)**.

Further information on state contracts is also available on the website www.nswbuy.com.au

Placing an Order through smartbuy®

Registered customers have the advantage of signing up as a smartbuy® user.

Simply visit www.smartbuy.nsw.gov.au, complete the e-form in the Buyers section online and submit. Once confirmation of the online application is received back from your organisation's authoriser, a LOG IN and USER ID will be generated to allow you access to the Search and Browse facility of smartbuy®.

The Search and Browse facility allows you to view the goods and services listed and compare prices before placing an order.

smartbuy® training is available by phoning **1800 NSW BUY (1800 679 289)**.

Pricing

Prices may change in accordance with the price variation conditions of the contract if there are any. Regular users of state contracts should consider using smartbuy® for latest pricing if applicable.

For further information, please contact NSW Procurement Client Support Centre on telephone **1800 NSW BUY (1800 679 289)**.

Section 2 – Range of Products

The range of products and services available under the contract include:

- 1) **Servers** - X86 rack and tower Servers with 1,2 or 4 socket motherboards with direct attached storage (DAS)

The equipment has been selected because it meets or exceeds the minimum Government Standard Specification for the best price.

NOTE: All other classes of servers, including x86 rack or tower servers *without* direct attached storage (DAS) are available through contract 2846 Server Platforms, Storage, Virtualisation Technologies, UPS's and Associated Support Services.

- 2) **Associated Services** - These services can be purchased from suppliers as discrete services to meet the customer's requirements and do not need to be purchased in conjunction with the purchase of any equipment. The following associated services are available:

- installation,
- loading of SOE,
- loading of other software applications,
- decommissioning,
- supplier take back/disposal services
- out-of-warranty repairs

Suppliers can reduce prices at any time if approved by NSW Procurement, but the lower price becomes the new base price for that supplier's equipment and that lower price must be available to all other buyers. Suppliers may seek approval from NSW Procurement to change the specifications of their equipment on contract if they can no longer supply the existing equipment, but the price cannot increase. All machines are sent to an independent testing organisation to confirm their compliance, performance and robustness for government use.

Suppliers are encouraged to minimise the number of changes to their specification to allow buyers the ability to standardise on a stable operating environment

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Warranty and Delivery

1.0 Basic Warranty Services

- a) The basic warranty offered covers all components, including third-party components, comprising the Deliverables without exclusion or limitations.
- b) There is no additional cost to Customers associated with the base warranty services regardless of where the Customer is located in the state of NSW.
- c) The following basic warranty requirements apply:

Deliverable	Warranty Service	Warranty Term	Service Level Requirements (Minimum)
Servers	onsite, 9am to 5pm. Mon to Fri	Four (4) years	<ul style="list-style-type: none">• On-site attendance by a representative following a warranty call or electronic logging by a Customer<ul style="list-style-type: none">○ Greater Metropolitan Area– within four (4) hours○ Regional = next Business Day• Target duration from logging of a warranty call to the Deliverable being returned to its normal operating condition is<ul style="list-style-type: none">○ Greater Metropolitan Area– 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>

NOTE: For warranty and delivery, Greater Metropolitan and Regional areas are defined as follows

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.

Regional Areas is defined as all other areas.

2.0 Extended Warranty Services

Extended warranty is offered by many of the appointed suppliers. Details of any extended warranty offered are shown in the price schedules for each product category.

3.0 Delivery Requirements

- a) All Deliverables are to be delivered Free Into Store (FIS) to all NSW Metropolitan and Regional locations.
- b) Deliverables are to be packaged for delivery such that any damage likely to occur in transit is minimised. The Customer must not be made responsible for any costs arising out of damages that occur whilst Deliverables are in transit.
- c) Deliverables must be delivered to the location specified by the Customer in their order, generally during the normal working hours of the Customer. The Customer must be contacted prior to delivery so that necessary arrangements for receipting can be made.

4.0 Delivery – Service Levels

- a) The following service levels will apply with respect to delivery times for the supply of Deliverables to NSW locations. Delivery time refers to the period from the placement of the order by an Agency to the physical receipt of the Deliverable at the Customers nominated delivery location.

Equipment Sub-Category	Target Delivery Time	Maximum Delivery Time
Greater Metropolitan Area	10 Business Days	20 Business Days
Regional Areas	12 Business Days	22 Business Days

- b) Urgent orders of less than ten (10) units are to be delivered at the earliest practical time and suppliers must hold a buffer stock of Deliverables and use best endeavours to enable this requirement to be met.

Section 3 – Key Features

- 1) Same low price for all agencies
- 2) Single minimum specification, including upgrade and downgrade options
- 3) 4 year warranty
- 4) Agreed service levels (see page 10)
- 5) All prices on central catalogue in Smartbuy®
- 6) Reduced red tape, tendering costs and negotiation. No quotes or negotiation required
- 7) Associated services (installation; loading of SOE; loading of other software applications; decommissioning; disposal services and out of warranty repairs) can be purchased from suppliers as discrete service

Section 4 – Suppliers

This Contract is for a period of three years.

The following Suppliers have been appointed to Contract ITS 2007S: Servers and Associated Services

Customers are free to choose which of the Suppliers they purchase from.

Some customers may decide to purchase exclusively from one of the Suppliers, others may prefer to purchase from a number of Suppliers depending on the customer's specific needs and taking into consideration the products and product prices offered by each Supplier.

Printed Catalogues

The Supplier will provide catalogues of the products available for supply under the contract upon request. These are free of charge to customers on a reasonable request basis. The information in the catalogues will be regularly updated by the Supplier through newsletters and other bulletins to ensure that you are kept up to date on changes to the range of products available.

Dell Australia

Contact: Joe Jones
ABN: 46 003 855 561
Site address: Unit 3, 14 Aquatic Drive
Frenchs Forest NSW 2086
Post address: PO Box 91
Frenchs Forest NSW 2086
Mobile: 0410 045 605
Telephone: 02 8972 5815
Facsimile: 02 8972 6815
E-mail: joe_jones@dell.com
Internet: www.dell.com.au

Discount

NIL

Dealers

NIL

IBM Australia

Contact: Matt Wardle
ABN: 79 000 024 733
Site address: IBM Centre, Level 13
601 Pacific Highway
St Leonards NSW 2065
Post address: IBM Centre, Level 13
601 Pacific Highway
St Leonards NSW 2065
Phone: 02 9463 5214
Mobile: 0419 364 233
Facsimile: 02 9463 5966
E-mail: mwardle@au1.ibm.com
Internet: www.ibm.com.au

Dealers

Artis Group Pty Ltd

Contact: Chris Caswell
ABN: 21 116 237 284
Mobile: 0410 692 212

Data#3 Limited

Contact: Dale Nachman
ABN: 31 010 545 267
Telephone: 02 9081 9593
Mobile: 0413 055 456

Fujitsu Australia Limited

Contact: Paul Floro
ABN: 19 001 011 427
Telephone: 02 6212 1108
Mobile: 0407 009 517

Tardis Services Pty Ltd

Contact: Matt Powell
ABN: 86 064 019 290
Telephone: 02 98782733
Mobile: 0409 667 867

Dimension Data Australia Pty Limited

Contact: Steven Boi or Ronnie Altit
ABN: 65 003 371 239
Mobile: 0419 311 044 or 0437 399 990

Leading Solutions Ltd

Contact: Rick McWhinnie
ABN: 26 087 467 829
Telephone: 02 9420 6800

Frontline Systems Australia Pty Ltd

Contact: Neal Aitken
ABN: 61 059 040 998
Telephone: 02 92703400
Mobile: 0412 407 926

ComputerCorp Pty Ltd

Contact: Tony Heywood
ABN: 60 009 261 116
Telephone: 02 9113 7022
Mobile: 0412 104 105

Klikon Solutions Pty Ltd

Contact: David Abouhaidar
ABN: 17 089 943 975
Telephone: 02 9561 3131
Mobile: 0419 021 103

RDA Group Pty Ltd

Contact: Martin Harris
ABN: 86 123 382 570
Mobile: 0407 471 939

CompuSphere Pty Ltd

Contact: Len Vaicekonis
ABN: 33 060 390 641
Telephone: 02 8596 3000
Mobile: 0418 277 123

Ethan Group Pty Ltd

Contact: Shadi Haddad
ABN: 93 099 503 456
Telephone: 02 2 8864 0003
Mobile: 0421 333 144

Tecala ICT Pty Ltd

Contact: Todd Rahme
ABN: 41 134 159 434
Site Address: Level 9, 123 Epping Road
North Ryde NSW 2113
Post Address: Level 9, 123 Epping Road
North Ryde NSW 2113
Telephone: 02 8801 3442
Facsimile: 02 8801 3401
E-mail: todd.rahme@tecala.com.au
Internet: www.tecala.com.au

The Missing Link Network Integration Pty Ltd

Contact: Michael Cox
ABN: 56 101 690 635
Site Address: 9-11 Dickson Avenue
Artarmon, NSW 2064
Post Address: 9-11 Dickson Avenue
Artarmon, NSW 2064
Telephone: 02 8436 8533
Facsimile: 02 9966 4664
E-mail: mcox@themissinglink.com.au
Internet: www.themissinglink.com.au

Section 5 – Contract Conditions

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 Services, Technology & Administration, or an official delegate of the Minister, to issue orders for supplies comprised in that agreement.

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

- 1) Government Schools and Private Schools
- 2) TAFE Colleges
- 3) Public Hospitals and Area Health Services
- 4) Trustees of Public Parks
- 5) Boards
- 6) Tribunals
- 7) Commissions
- 8) Registries.

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

- 1) Charitable or benevolent status
- 2) Non-profit objective
- 3) Level of government subsidy/support.
- 4) Examples are:
- 5) Non-Government Schools
- 6) Pre-Schools/Kindergartens and Child Care Centres
- 7) Child Care Centres (excluding privately owned)
- 8) Family Day Care Administrations
- 9) Nursing Homes (excluding privately owned)
- 10) Other community based service providers
- 11) Student support groups which are established under the auspice of the relevant school or education institution
- 12) Arts based groups sponsored by the Ministry for the Arts.

Operation of Nominee Purchasing

Introduction

The Nominee Purchaser Arrangement was created under REG 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 works 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 NSW Procurement Client Support Centre on telephone 1800 NSW BUY (1800 679 289) or e-mail nswbuy@commerce.nsw.gov.au.

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 users 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 users 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.

Appropriate privacy must be maintained when working on toilets and similar facilities. Supplier Employees must ensure that toilets and similar facilities are not occupied or in use by children, residents or other users before entering to perform work, and that work does not continue when use of the facilities is required. Where practicable male employees should perform work on male facilities and female employees on female facilities.

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.

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.

Title and Risk

Title transfers on delivery.

Delays and Emergencies

From time to time the supply of goods 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:

- 1) Unavoidably delays the Supplier in the performance of its obligations under the Agreement;
- 2) Is beyond the reasonable control of the Supplier; and
- 3) 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).

Section 6 – Frequently Asked Questions

For up to date information go to www.nswbuy.com.au

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DETAILS ON HOW TO BECOME A GOVERNMENT SUPPLIER

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TRAVEL



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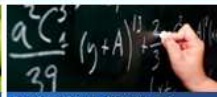
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Section 7 – Contract Administration & Supplier Performance Survey

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 Services, Technology & Administration) 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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