



Australian Government
Department of Social Services

To: Dayne Da Pozzo – A/g Branch Manager, IT Operations
From: s22 - Director, Infrastructure Services
Subject: Procurement of Dell Latitude 7285 mobile device bundles for the new National Office Accommodation

Purpose

1. The purpose of this procurement plan is to seek your approval under PGPA Act Section 23(3) to procure s47G Dell Latitude 7285 mobile devices to refresh the current ICT asset fleet.
2. Your in-principle approval for expenditure up to the value of \$1,900,000 (ex GST), \$2,090,000 (inc GST) is sought for this activity.

Background

3. With the relocation of DSS staff into the new National Office and the Digital Workplace Strategy, a refresh of the current ICT asset fleet is required.
4. A review of existing equipment and the new National Office has determined –
 - a. The existing fleet of mobile devices is approaching end of life
 - b. Desk space in the new National Office is significantly reduced
 - c. Current mobile devices are oversized compared with available desk space, smaller mobile devices are required
5. To achieve fitness for purpose in the new National Office with increased mobility and flexible working arrangements, 2-in-1 mobile devices provide laptop/tablet functionality in a single device and are required in order to create the maximum amount of functionality due to the smaller workspace footprint per employee.

Planned Outcome(s) of the Procurement

6. Provision of the following ICT equipment for the new National Office:
 - s47G Dell Latitude 7285 i7, 8GB, 128 GB SSD bundle with asset tagging and control (device, productivity keyboard, desk keyboard, mouse, stylus, USB C dock, sleeve/bag)

Funding Availability

7. This will be funded from WBS code C.00594.001.400.001 (ICTC IT CAPEX funds).

Cost

8. The estimated maximum total cost of the procurement is \$1,900,000 (ex GST), \$2,090,000 (inc GST).

Service	FY17/18
s47G Dell Latitude 7285 bundle with asset tagging and control (device, productivity keyboard, desk keyboard, mouse, stylus, USB C dock, sleeve/bag)	\$1,900,000.00
GST	\$190,000.00
Total (Inc GST)	\$2,090,000.00

Method of Procurement

9. The Approach to Market for this activity will be through the Whole-of-Government ICT Hardware and Associated Services Panel (ICT Hardware Panel) (SON3295723). The panel is mandatory when procuring desktop PCs, mobile PCs, virtual desktop devices and monitors. The Panel was established through an Open Tender process by Department of Finance.
10. A Request for Quote (RFQ) will be sent to nominated vendors through the ICT Hardware Panel. We will ensure that this procurement process meets legislative, government policy, internal

procedural requirements and will produce a value for money outcome. The successful tender will be contracted via a Work Order under this Panel.

Value for Money

11. This panel is a mandatory procurement avenue for Non-Corporate Commonwealth entities subject to the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) to procure desktop PCs, mobile PCs, virtual desktop devices and monitors.
12. This panel delivers the following benefits:
 - Reduction in cost of ICT hardware by taking advantage of the economies of scale realised through bulk purchasing for the Whole-of-Government;
 - Provision of savings through the standardisation, aggregation and planned purchasing of bulk ICT equipment through the Panel;
 - Reduction in cost of desktop hardware support shared support services; and
 - Simplified procurement process to allow vendors to do business with the Australian Government.

Standards

13. This procurement is in line with current legislative laws and government policy including:
 - Public Governance, Performance and Accountability Act (PGPA)
 - Commonwealth Procurement Rules 2014
 - Secretary Instructions (DSS)
 - Relevant Australian Standards

Confidentiality

14. There are no confidentiality issues in the purchase of this equipment.

Stakeholders

15. The following stakeholders have been informed and involved in this procurement:
 - Rob Michie – Branch Manager (Delegate)
 - s22 – Director, Infrastructure Services
 - s22 – Technical Lead, National Office Accommodation Project, Infrastructure Services

Security Considerations

16. All appropriate IT and Property Security policy will be followed as per DSS processes and infrastructure requirements.
17. The Protective Security Management Framework sets out the minimum standards and guidelines for the handling, storage, transmission and disposal of security classified information. The Protective Security Section can provide specialist security advice in relation to contract preparation and clauses.

Conflict of Interest

18. There are no known Conflicts of Interest with this procurement.

Risk Assessment and Management

19. The assessed level of risk for this procurement to proceed is - LOW

Complexity:	Risk		
Impact:	L	M	H
Potential for negative impact on the reputation of DSS or Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the organisation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/ service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complexity:			
Potential for delivery of good/ service that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for procurement process errors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall costs:			

Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

20. Dell products are currently used within DSS, and have been proven to be reliable technology. This procurement represents a low risk to the Department.

Recommendation

21. That you approve the procurement process under PGPA Act Section 23(3) in this Procurement Plan to procure **s47G** Dell Latitude 7285 mobile device bundles as outlined, up to the value of \$1,900,000.00 (ex GST), \$2,090,000.00 (inc GST).

Requesting Officer

s22 - Director, Infrastructure Services

s22

Signature

27.7.17
Date

Approving Officer

Dayne Da Pozzo – A/g Branch Manager, IT Operations

APPROVED / NOT APPROVED

s22

Signature

27.7.17
Date

Module 2 – Attachment 3 (Contract Order Form)

In accordance with the Head Agreement (No. ICTD0028 between the Commonwealth of Australia, represented by the Department of Finance (ABN 61 970 632 495), and Dell Australia Pty Ltd (ABN 46 003 855 561) (Contractor), the Agency (described in Item 3 below) places this Order to enter into a Contract for the Deliverables described below in accordance with the terms and conditions described in the Head Agreement.

Table 1 – Contract Order

1.	Contract Number:	HWS0003983
2.	Contractor:	Dell Australia Pty Ltd
3.	Agency:	Department of Social Services
4.	Agency's Purchase Order Number:	90009389
5.	Contract Start Date (clause 6.1 of the Head Agreement):	On Execution
6.	Term for Contract (clause 6.1 of the Head Agreement):	3Yr ProSupport: Next Business Day Onsite Service 3Yr ProSupport: (7x24) Technical Support & Assistance (Est. 1 Sept 2017 to 31 Aug 2020)
7.	Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):	Not Applicable
8.	Deliverables (clause 8 of the Head Agreement and Part B (Deliverables)):	^{s47G} Dell Latitude 7285, CTO + Accessories
9.	Associated Services (clause 6.12 of the Module Specific Terms):	1 x Dell Command Power Manager (DCPM) 1 x No Installation Service Required 1 x INFO: (Standard Base) Thanks for choosing Dell Configuration Services 1 x Custom BIOS Settings (more than 10000) 1 x E-Tag and test - Cable (more than 500) 1 x Asset Tag - Consigned (more than 10000) 1 x Custom Asset Report (more than 10000) 1 x SI,MOD,CSN,LBL,DSS,165326 1 x SI,CFS,MOD,ANZPID,SI165326 1 x Technical Support 1 x Limited Warranty:Yr1 (Labor) 1 x Limited Warranty:Yr1 (Parts) 1 x 3Yr ProSupport:Next Business Day Onsite Service 1 x Yr2-3 ProSupport:Next Business Day Onsite Service 1 x 3Yr ProSupport:(7x24) Technical Support & Assistance 1 x No Dell ProSupport for Software, No DDPE Encryption SW
10.	Documentation (clause 9 of the Module Specific Terms):	The Standard supplier's or manufacturer's form documentation as supplied with the hardware or software.

11.	Location of Deliverables:	Department of Social Services Att: s22 Department of Social Services Tuggeranong Office Park Loading Dock, A Block Cnr Athllon Drive & Soward Way GREENWAY 2900
12.	Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement):	Not Applicable
13.	Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):	The issuance of a certificate of acceptance shall be deemed to have been made on the date and acceptance of delivery of the hardware by the customer.
14.	Service Levels (clause 12 of the Head Agreement):	Not Applicable
15.	Service Credits (clause 12 of the Head Agreement):	Not Applicable
16.	Reporting (clause 28 of the Head Agreement):	Not Applicable
17.	Key Persons (clause 13 of the Head Agreement):	Not Applicable
18.	Subcontractors (clause 14 of the Head Agreement):	Not Applicable
19.	Charges (clause 11 of the Head Agreement and Part D (Charges)):	See Annexure 2 – Charges and Payment and as per attached quote 23356954/3 provided by Dell on 01 August 2017
20.	Payment of Charges (clause 11 of the Head Agreement and Part D (Charges)):	Attention: Dell Australia Pty Limited Address: au_remittance@dell.com 2 Park Street, Sydney, NSW 2000. Preferred method for payment of Charges is by electronic transfer: Account Name: Dell Australia Pty Limited Bank/Branch: Citibank Limited BSB number: 242-000 Account number: 106685061
21.	Warranties (clause 18 of the Head Agreement) and extended warranty (clause 6 of the Module Specific Terms):	as per attached quote 23356954/3 provided by Dell on 01 August 2017

22.	Agency Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Agency Representative: s47G Position: Director, IT Business Services Address: GPO Box 9820, Canberra, ACT 2601 Email: ICTContractsandProcurement@dss.gov.au Telephone: s47G</p> <p>Invoices to be emailed to: dss.invoices@invoices.fms.gov.au with reference to PO: 90009389</p>
23.	Contractor Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Contractor Representative: s47G Position: Sales Rep Address: Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086 Email: s47G @dell.com Telephone: 1300 303 270</p>
24.	Intellectual Property Rights (clause 15 of the Head Agreement):	As per clause 15 of the Head Agreement
25.	Agency Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement
26.	Contractor Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement. Contractors commercial quotes or pricing information
27.	Liability Cap (clause 25 of the Head Agreement):	s47G
28.	Indemnity (clause 26 of the Head Agreement):	clause 26 of the Head Agreement applies
29.	Standards and Codes (clause 8 of the Module Specific Terms):	Not Applicable
30.	Acquisition through a Reseller (clause 6.13 of the Module Specific Terms):	Not Applicable
31.	Project Management (clause 10.1 to 10.3 of the Module Specific Terms):	Not Applicable
32.	Agency Supplied Items (clause 10.10 to 10.12 of the Module Specific Terms):	Not Applicable
33.	Agency Assistance and responsibility for preparation of the premises/facilities (clauses 10 and 11 of the Module Specific Terms):	Not Applicable

34.	Technology threats (clause 11.6 of the Module Specific Terms):	Not Applicable
35.	Other:	****

Software: All Software distributed by the Contractor or forming part of the Deliverables is subject to the licence agreement embedded in the Software or forming part of the Software or provided with the Software.

Systems Backup: The Agency must complete a full and current backup of all existing systems, data, software and programs (including verification) on all affected systems prior to the delivery or provision of any services by the Contractor or its subcontractors. Contractor will have no liability for loss or recovery of data or programs or loss of use of system(s) arising from the Agency's failure to backup.

Confidential Information: It is the responsibility of the Agency to remove any confidential or sensitive data (including data that may be subject to unique or special rules regarding disclosure, accountability or disposal) from any product prior to surrendering them to the Contractor or the Contractor supplying the Services.

Export Compliance: The Agency:

(a) acknowledges that the Deliverable, good or service delivered under this agreement, which may include technology and software, are not only subject to Commonwealth and/or State export control laws and regulations but may also be subject to the export control laws and regulations of the country from which they are received; and

(b) agrees to abide by and will be responsible for their own compliance with all applicable export control laws and regulations, which may prohibit the sale, lease, exported, re-exported or any other form of transfer of the Deliverable, good or service to restricted end-users or to restricted countries and the use of those Deliverable, good or service for restricted activities.

EXECUTED AS AN AGREEMENT

Executed as an agreement for and on behalf
of **Department of Social Services** (ABN 36
342 015 855) by its duly authorised delegate:

In the presence of:

s22

s22

.....
Signature of delegate

.....
Signature of witness

s22

s22

.....
Name of delegate (print)

.....
Name of witness (print)

11/8/17

11/8/17

.....
Date

.....
Date

Executed as an agreement by Dell Australia
Pty Ltd (ABN 46 003 855 561) by its duly
authorised delegate:

In the presence of:

s47G

s47G

.....
Signature of Authorised Representative

.....
Signature of Witness

s47G

s47G

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

10th August, 2017

10th August, 2017

.....
Date

.....
Date

Contract Order Form – Annexure 1 (Statement of Work)

Deliverables	
s47G	<p>Dell Latitude 7285,</p> <p>Components</p> <ul style="list-style-type: none"> 1 8G 1866MHz LPDDR3 1 Energy Star 6.1 1 Anti-Glare, IR Camera & Mic Capable 1 LCD backcover with SIM; WLAN/WWAN capable 1 8 GB Memory 1 M.2 128GB PCIe NVMe Class 40 Solid State Drive 1 E5 Power Cord (Australia/New Zealand) 1 34 Whr Express Charge Capable (2-cell) 1 Dell Adapter USB-C to USB-A 3.0 1 E5 45 Watt AC Adapter (Type-C) 1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) 1 Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Driver 1 Qualcomm Snapdragon X7 LTE-A (DW5811e) Generic 2 Dell Developed Recovery Environment 1 Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 1 System Driver for Latitude 7285 1 Intel Integrated Sensor Solution Driver 1 Support Assist <p>Software</p> <ul style="list-style-type: none"> 1 Windows 10 Pro (64bit) English 1 Microsoft Office 30 Day Trial - Excludes Office License 1 Intel vPro Technology's Advanced Management Features 1 Dell(TM) Digital Delivery Cirrus Client 1 No Anti-Virus Software <p>Service</p> <ul style="list-style-type: none"> 1 Dell Command Power Manager (DCPM) 1 No Installation Service Required 1 INFO: (Standard Base) Thanks for choosing Dell Configuration Services 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Asset Tag - Consigned (more than10000) 1 Custom Asset Report (more than10000) 1 SI,MOD,CSN,LBL,DSS,165326 1 SI,CFS,MOD,ANZPID,SI165326 1 Technical Support 1 Limited Warranty:Yr1 (Labour) 1 Limited Warranty:Yr1 (Parts) 1 3Yr ProSupport: Next Business Day Onsite Service 1 Yr2-3 ProSupport: Next Business Day Onsite Service 1 3Yr ProSupport: (7x24) Technical Support & Assistance 1 No Dell ProSupport for Software, No DDPE Encryption SW
s47G	<p>Kit - Latitude 7285 Productivity US English Keyboard (82-key) - S&P</p> <hr/> <p>Kit-Dell Dock 180W (WD15) S&P Q</p> <hr/> <p>Kit - Dell Active Pen - PN557W - S&P</p> <hr/> <p>Kit - Dell Professional Sleeve 13 - S&P</p> <hr/> <p>Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P</p> <hr/> <p>Kit - Dell USB Laser 6-Button</p>

Specific Contract Terms

- Site Preparation [clause 11 of the Module Specific Terms] – Not Applicable**
- Acceptance Criteria [clause 10 of the Head Agreement] – Not Applicable**
- Acceptance Testing [clause 10 of the Head Agreement] – Not Applicable**

Contract Order Form – Annexure 2 (Charges and Payment)

1. DELIVERABLES AND CHARGES TABLE

Item Number	Deliverable	Qty	Unit Price (GST Exclusive)	Charges in Australian dollars (GST exclusive)
1.	Dell Latitude 7285, CTO	s47G		
2.	Kit - Latitude 7285 Productivity US English Keyboard (82-key) - S&P			
3.	Kit-Dell Dock 180W (WD15) S&P			
4.	Kit - Dell Active Pen - PN557W - S&P			
5.	Kit - Dell Professional Sleeve 13 - S&P			
6.	Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P			
7.	Kit - Dell USB Laser 6-Button Mouse - S&P			
Subtotal				\$1,643,460.00
GST				\$164,346.00
Total (GST inclusive)				\$1,807,806.00

- 1 Payment of Charges is subject to:
 - 1.1 provision of a correctly rendered invoice in accordance with **clause 11** of the Head Agreement; and
 - 1.2 if the invoice has not been reduced in accordance with an applicable reduction in Charges formula, the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 12** of the Head Agreement.

- 2 Subject to election by the Agency, in Item 15 of the Contract Order form, the formula for the reduction of Charges or application of a Service Credit referred to in paragraph 1 is set out below:

A credit of 1% of the total Contract value will be payable to the Agency for each Business Day the Contractor fails to comply with a delivery requirement specified in a Contract to a cap of 10% of the total Contract value.

- 3 For the purpose of reductions in Charges or credits to the Agency arising under the Contract, the Agency will calculate the amount due as a reduction or credit based on measurement of the Contractor's performance under the Contract and the formula referred to in paragraph 2.

- 4 Payments of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.

Quote

Department of Social Services



Quote No:
23356954/3

Customer No:
396057758

Date:
01/08/2017

Salesperson:
s47G

Phone 8000
@DELL.COM Fax 8000

Customer:
Department of Social Services
Dayne Da Pozzo

Quote valid for:
30 days

Dear Dayne Da Pozzo,

Please find attached the requested documentation regarding your Quote request from Dell Australia.

I trust this is to your satisfaction, please do not hesitate to reply with any queries or questions, or to progress your Quote to an order.

Regards

s47G

Dell Australia Pty Limited,
Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086

ABN: 46 003 855 561. Sales: 1300 303 270, Fax: 1800 815 617, Spare Parts Sales: 1800 505 180, www.dell.com.au
Third party products are not covered under Dell's Terms and Conditions. Manufacturer's warranty applies.

Quote

Department of Social Services



s47G

s47G

Dell Quote 23356954/3 - Department of Social Services

Salesperson: **s47G**
(Phone 8000)

s47G

Dell Quote 23356954/3 - Department of Social Services

Salesperson: **s47G**
(Phone 8000)

s47G



Dell Australia Pty Limited,
Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086

ABN: 46 003 855 561, Sales: 1300 303 270, Fax: 1800 815 617, Spare Parts Sales: 1800 505 180, www.dell.com.au
Third party products are not covered under Dell's Terms and Conditions. Manufacturer's warranty applies.



Australian Government
Department of Social Services

To: Dayne Da Pozzo – A/g Branch Manager, IT Operations
From: s22 – A/g Director, Infrastructure Services, IT Operations
Subject: Procurement of s47G 7285 Mobile Device Bundle and s22 for Aviation House.

Purpose

1. The purpose of this minute is to seek your approval under PGPA Act Section 23(3) to procure s47G Mobile Device Bundle and s22 to refresh the current ICT asset fleet for Aviation House fit out.
2. Your in-principle approval for expenditure up to the value of s22 (GST inclusive) is sought for this activity.

Background

3. With the relocation of IMTG staff into Aviation House and the Digital Workplace Strategy, a refresh of the current ICT asset fleet is required.
4. A review of existing equipment and Aviation House has determined –
 - a. The existing fleet of laptop's are approaching end of life
 - b. Multimedia monitors with camera and speaker is required for desktop conferencing
5. To achieve fitness for purpose in Aviation House with increased mobility and flexible working arrangements, 2-in-1 mobile devices provide laptop/tablet functionality in a single device and are required in order to create the maximum amount of functionality.

Planned Outcome(s) of the Procurement

6. Provision of the following ICT equipment for the new National Office:
 - s47G Dell Mobile Device Bundle (i7; 8GB, 128 GB SSD, with asset tagging and control) that includes: productivity keyboard, stylus active pen, Professional Sleeve 13", Dock: WD15, Desk Keyboard (KB522), desktop mouse (6-button laser mouse).
 - s22

Funding Availability

7. This will be funded by ICTC for Aviation House (ICTC IT CAPEX funds).

Cost

8. The estimated maximum total cost of the procurement is s22 s22

Service	FY17/18
s47G Mobile Device Bundle	\$810,000.00
s22	
GST	s47G
Total (Inc GST)	

Method of Procurement

9. The Approach to Market for this activity will be through the Whole-of-Government ICT Hardware and Associated Services Panel (ICT Hardware Panel) (SON3295723). The panel is mandatory when procuring desktop PCs, mobile PCs, virtual desktop devices and monitors. The Panel was established through an Open Tender process by Department of Finance.
10. A Request for Quote (RFQ) will be sent to nominated vendors through the ICT Hardware Panel. We will ensure that this procurement process meets legislative, government policy, internal

procedural requirements and will produce a value for money outcome. The successful tender will be contracted via a Work Order under this Panel.

11. DSS will procure Dell modelled PC's as this vendor is the preferred manufacturer of this equipment on the ICT Hardware and Associated Services Panel for this period. DSS has purchased many Dell products in the past, they are a known reliable product.

Value for Money

12. This panel is a mandatory procurement avenue for Non-Corporate Commonwealth entities subject to the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) to procure desktop PCs, mobile PCs, virtual desktop devices and monitors.
13. This panel delivers the following benefits:
- Reduction in cost of ICT hardware by taking advantage of the economies of scale realised through bulk purchasing for the Whole-of-Government;
 - Provision of savings through the standardisation, aggregation and planned purchasing of bulk ICT equipment through the Panel;
 - Reduction in cost of desktop hardware support shared support services; and
 - Simplified procurement process to allow vendors to do business with the Australian Government.

Standards

14. This procurement is in line with current legislative laws and government policy including:
- Public Governance, Performance and Accountability Act (PGPA)
 - Commonwealth Procurement Rules 2014
 - Secretary Instructions (DSS)
 - Relevant Australian Standards

Confidentiality

15. There are no confidentiality issues in the purchase of this equipment.

Stakeholders

16. The following stakeholders have been informed and involved in this procurement:
- Dayne Da Pozzo – A/g Branch Manager, IT Operations
 - s22 – A/g Director, Infrastructure Services, IT Operations
 - ICT Contracts and Procurement Team – Client Services Branch

Security Considerations

17. All appropriate IT and Property Security policy will be followed as per DSS processes and infrastructure requirements.
18. The Protective Security Management Framework sets out the minimum standards and guidelines for the handling, storage, transmission and disposal of security classified information. The Protective Security Section can provide specialist security advice in relation to contract preparation and clauses.

Conflict of Interest

19. There are no known Conflicts of Interest with this procurement.

Risk Assessment and Management

20. The assessed level of risk for this procurement to proceed is - LOW

Complexity:	Risk		
Impact:	L	M	H
Potential for negative impact on the reputation of DSS or Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the organisation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/ service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complexity:			
Potential for delivery of good/ service that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Potential for procurement process errors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall costs:			
Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

21. Dell products are currently used within DSS, and have been proven to be reliable technology. This procurement represents a low risk to the Department.

Recommendation

22. That you approve the procurement process under PGPA Act Section 23(3) in this Procurement Plan to procure ~~s47G~~ Mobile Device Bundles and ~~s22~~ up to the value of ~~s22~~

Requesting Officer

~~s22~~ – A/g Director, Infrastructure Services, IT Operations

~~s22~~

Signature

31/8/17
Date

Approving Officer

Dayne Da Pozzo – A/g Branch Manager, IT Operations

APPROVED / NOT APPROVED

~~s22~~

Signature

31.8.17
Date

Module 2 – Attachment 3 (Contract Order Form)

In accordance with the Head Agreement (No. ICTD0028 between the Commonwealth of Australia, represented by the Department of Finance (ABN 61 970 632 495), and Dell Australia Pty Ltd (ABN 46 003 855 561) (Contractor), the Agency (described in Item 3 below) places this Order to enter into a Contract for the Deliverables described below in accordance with the terms and conditions described in the Head Agreement.

Table 1 – Contract Order

1.	Contract Number:	HWS0004144
2.	Contractor:	Dell Australia Pty Ltd
3.	Agency:	Department of Social Services
4.	Agency's Purchase Order Number:	90009479
5.	Contract Start Date (clause 6.1 of the Head Agreement):	On Execution
6.	Term for Contract (clause 6.1 of the Head Agreement):	<div style="border: 1px solid black; padding: 2px;"> 3 years - as per the warranty period in the Dell Quote 23442031/2 </div> (Est. 1 Oct 2017 to 30 Sept 2020)
7.	Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):	Not Applicable
8.	Deliverables (clause 8 of the Head Agreement and Part B (Deliverables)):	s47G Dell Latitude 7285, CTO + Accessories
9.	Associated Services (clause 6.12 of the Module Specific Terms):	1 x Dell Command Power Manager (DCPM) 1 x No Installation Service Required 1 x Custom BIOS Settings (more than 10000) 1 x E-Tag and test - Cable (more than 500) 1 x Asset Tag - Consigned (more than 10000) 1 x Custom Asset Report (more than 10000) 1 x SI, MOD, CSN, LBL, DSS, 165326 1 x Technical Support 1 x Limited Warranty: Yr1 (Labor) 1 x Limited Warranty: Yr1 (Parts) 1 x 3Yr ProSupport: Next Business Day Onsite Service 1 x Yr2-3 ProSupport: Next Business Day Onsite Service 1 x 3Yr ProSupport: (7x24) Technical Support & Assistance 1 x Battery Carries 1 Year Warranty from Invoice Date 1 x No Dell ProSupport for Software, No DDPE Encryption SW
10.	Documentation (clause 9 of the Module Specific Terms):	The Standard supplier's or manufacturer's form documentation as supplied with the hardware or software.

11.	Location of Deliverables:	Department of Social Services Att: ICT Logistics – 02 6146 8000 Department of Social Services Tuggeranong Office Park Loading Dock, A Block Cnr Athllon Drive & Soward Way GREENWAY 2900
12.	Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement):	Not Applicable
13.	Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):	The issuance of a certificate of acceptance shall be deemed to have been made on the date and acceptance of delivery of the hardware by the customer.
14.	Service Levels (clause 12 of the Head Agreement):	Not Applicable
15.	Service Credits (clause 12 of the Head Agreement):	Not Applicable
16.	Reporting (clause 28 of the Head Agreement):	Not Applicable
17.	Key Persons (clause 13 of the Head Agreement):	Not Applicable
18.	Subcontractors (clause 14 of the Head Agreement):	Not Applicable
19.	Charges (clause 11 of the Head Agreement and Part D (Charges)):	See Annexure 2 – Charges and Payment and as per attached quote 23442031/2 provided by Dell on 07 September 2017
20.	Payment of Charges (clause 11 of the Head Agreement and Part D (Charges)):	Attention: Dell Australia Pty Limited Address: au_remittance@dell.com 2 Park Street, Sydney, NSW 2000. Preferred method for payment of Charges is by electronic transfer: Account Name: Dell Australia Pty Limited Bank/Branch: Citibank Limited BSB number: 242-000 Account number: 106685061
21.	Warranties (clause 18 of the Head Agreement) and extended warranty (clause 6 of the Module Specific Terms):	as per attached quote 23442031/2 provided by Dell on 07 September 2017 Total warranty period: As per the Dell Quote 23442031/2

22.	Agency Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Agency Representative: s22 Position: Director, IT Business Services Address: GPO Box 9820, Canberra, ACT 2601 Email: ICTContractsandProcurement@dss.gov.au Telephone: s22</p> <p>Invoices to be emailed to: dss.invoices@invoices.fms.gov.au with reference to PO: 90009479</p>
23.	Contractor Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Contractor Representative: s47G Position: Sales Rep Address: Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086 Email: s47G @dell.com Telephone: s47G</p>
24.	Intellectual Property Rights (clause 15 of the Head Agreement):	As per clause 15 of the Head Agreement
25.	Agency Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement
26.	Contractor Confidential Information under this Order (clause 16 of the Head Agreement):	<p>As per clause 16 of the Head Agreement. Contractors commercial quotes or pricing information</p>
27.	Liability Cap (clause 25 of the Head Agreement):	s47G
28.	Indemnity (clause 26 of the Head Agreement):	clause 26 of the Head Agreement applies
29.	Standards and Codes (clause 8 of the Module Specific Terms):	Not Applicable
30.	Acquisition through a Reseller (clause 6.13 of the Module Specific Terms):	Not Applicable
31.	Project Management (clause 10.1 to 10.3 of the Module Specific Terms):	Not Applicable
32.	Agency Supplied Items (clause 10.10 to 10.12 of the Module Specific Terms):	Not Applicable
33.	Agency Assistance and responsibility for preparation of the premises/facilities (clauses 10 and 11 of the Module Specific Terms):	Not Applicable

34.	Technology threats (clause 11.6 of the Module Specific Terms):	Not Applicable
35.	Other:	**

Software: All Software distributed by the Contractor or forming part of the Deliverables is subject to the licence agreement embedded in the Software or forming part of the Software or provided with the Software.

Systems Backup: The Agency must complete a full and current backup of all existing systems, data, software and programs (including verification) on all affected systems prior to the delivery or provision of any services by the Contractor or its subcontractors. Contractor will have no liability for loss or recovery of data or programs or loss of use of system(s) arising the Agency's failure to backup.

Confidential Information: It is the responsibility of the Agency to remove any confidential or sensitive data (including data that may be subject to unique or special rules regarding disclosure, accountability or disposal) from any product prior to surrendering them to the Contractor or the Contactor supplying the Services.

Export Compliance: The Agency:

(a) acknowledges that the Deliverable, good or service delivered under this agreement, which may include technology and software, are not only subject to Commonwealth and/or State export control laws and regulations but may also be subject to the export control laws and regulations of the country from which they are received and from which they are used; and

(b) agrees to abide by and will be responsible for their own compliance with all applicable export control laws and regulations, which may prohibit the sale, lease, export, re-export or any other form of transfer of the Deliverable, good or service to restricted end-users or to restricted countries and the use of those Deliverable, good or service for restricted activities.

EXECUTED AS AN AGREEMENT

Executed as an agreement for and on behalf
of **Department of Social Services** (ABN 36
342 015 855) by its duly authorised delegate: In the presence of:

s22
.....
Signature of delegate
s22

s22
.....
Signature of witness
s22

Name of delegate (print)
.....
14/9/17
Date

Name of witness (print)
.....
14/9/17
Date

Executed as an agreement by Dell Australia
Pty Ltd (ABN 46 003 855 561) by its duly
authorised delegate:

In the presence of:

s47G
.....
Signature of Authorised Representative
s47G
.....
Name of Authorised Representative (print)
13 September 2017
Date

s47G
.....
Signature of witness
s47G
.....
Name of Witness (print)
13 September 2017
Date

Contract Order Form – Annexure 1 (Statement of Work)

Deliverables	
s47G	<p>Dell Latitude 7285, CTO</p> <p>Components</p> <ul style="list-style-type: none"> 1 8G 1866MHz LPDDR3 1 Energy Star 6.1 1 Anti-Glare, IR Camera & Mic Capable 1 LCD backcover with SIM; WLAN/WWAN capable 1 8 GB Memory 1 M.2 128GB PCIe NVMe Class 40 Solid State Drive 1 E5 Power Cord (Australia/New Zealand) 1 34 Whr Express Charge Capable (2-cell) 1 Dell Adapter USB-C to USB-A 3.0 1 E5 45 Watt AC Adapter (Type-C) 1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) 1 Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Driver 1 Qualcomm Snapdragon X7 LTE-A (DW5811e) Generic 1 Dell Developed Recovery Environment 1 Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 1 System Driver for Latitude 7285 1 Intel Integrated Sensor Solution Driver 1 SupportAssist 1 SI,CFS,MOD,ANZPID,SI165334 <p>Software</p> <ul style="list-style-type: none"> 1 Windows 10 Pro (64bit) English 1 Microsoft Office 30 Day Trial - Excludes Office License 1 Intel vPro TechnologysAdvanced Management Features 1 Dell(TM) Digital Delivery Cirrus Client 1 No Anti-Virus Software <p>Service</p> <ul style="list-style-type: none"> 1 Dell Command Power Manager (DCPM) 1 No Installation Service Required 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Asset Tag - Consigned (more than10000) 1 Custom Asset Report (more than10000) 1 SI,MOD,CSN,LBL,DSS,165326 1 Technical Support 1 Limited Warranty:Yr1 (Labor) 1 Limited Warranty:Yr1 (Parts) 1 3Yr ProSupport:Next Business Day Onsite Service 1 Yr2-3 ProSupport:Next Business Day Onsite Service 1 3Yr ProSupport:(7x24) Technical Support & Assistance 1 Battery Carries 1 Year Warranty from Invoice Date 1 No Dell ProSupport for Software, No DDPE Encryption SW
s47G	<p>Kit - Latitude 7285 Productivity US English Keyboard (82-key) - S&P</p> <hr/> <p>Kit-Dell Dock 180W (WD15) S&P Q</p> <hr/> <p>Kit - Dell Active Pen - PN557W - S&P</p> <hr/> <p>Kit - Dell Professional Sleeve 13 - S&P</p> <hr/> <p>Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P</p> <hr/> <p>Kit - Dell Laser Mouse S&P</p>

Specific Contract Terms

- Site Preparation [clause 11 of the Module Specific Terms] – Not Applicable**
- Acceptance Criteria [clause 10 of the Head Agreement] – Not Applicable**
- Acceptance Testing [clause 10 of the Head Agreement] – Not Applicable**

Contract Order Form – Annexure 2 (Charges and Payment)

1. DELIVERABLES AND CHARGES TABLE

Item Number	Deliverable	Qty	Unit Price (GST Exclusive)	Charges in Australian dollars (GST exclusive)
1.	Dell Latitude 7285, CTO	s47G		
2.	Kit - Latitude 7285 Productivity US English Keyboard (82-key) - S&P			
3.	Kit-Dell Dock 180W (WD15) S&P			
4.	Kit - Dell Active Pen - PN557W - S&P			
5.	Kit - Dell Professional Sleeve 13 - S&P			
6.	Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P			
7.	Kit - Dell Laser Mouse - S&P			
Subtotal				\$774,000.00
GST				\$77,400.00
Total (GST inclusive)				\$851,400.00

- 1 Payment of Charges is subject to:
 - 1.1 provision of a correctly rendered invoice in accordance with **clause 11** of the Head Agreement; and
 - 1.2 if the invoice has not been reduced in accordance with an applicable reduction in Charges formula, the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 12** of the Head Agreement.
- 2 Subject to election by the Agency, in Item 15 of the Contract Order form, the formula for the reduction of Charges or application of a Service Credit referred to in paragraph 1 is set out below:

A credit of 1% of the total Contract value will be payable to the Agency for each Business Day the Contractor fails to comply with a delivery requirement specified in a Contract to a cap of 10% of the total Contract value.
- 3 For the purpose of reductions in Charges or credits to the Agency arising under the Contract, the Agency will calculate the amount due as a reduction or credit based on measurement of the Contractor's performance under the Contract and the formula referred to in paragraph 2.
- 4 Payments of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.



Australian Government
Department of Social Services

To: Dayne Da Pozzo – A/g Branch Manager, IT Operations
From: s22 - Technical Lead, Infrastructure Services, IT Operations
Subject: Procurement of additional Mobile Device Bundles and Micro PC Bundles for the National Office and Aviation House.

Purpose

1. The purpose of this minute is to seek your approval under PGPA Act Section 23(3) to procure additional Mobile Device Bundles and s22 for roll out and to fulfil contingency requirements for break fix within the National Office and Aviation House.
2. Your in-principle approval for expenditure up to the value of \$216,652.80 (GST and CAF inclusive) is sought for this activity.

Background

3. In support of the DSS Digital Workplace Strategy (DWS), the National Office Accommodation Project (NOAP) was established to manage the ICT Infrastructure fit-out of the new buildings prior to relocation of DSS staff.
4. Construction and fit-out of the new DSS national Office Accommodation and Aviation House has been completed. As the new fleet of Mobile Devices and s22 rollout is complete, it is essential that additional equipment is procured for contingency purposes to assist with break fix requirements, and for roll out to new staff that may be on boarded.

Planned Outcome(s) of the Procurement

5. Provision of the following ICT equipment:
 - s47G Dell 7280 Laptop Bundles, includes: (i7; 8GB, 128 GB SSD, with asset tagging and control), Dock WD15, Desk Keyboard (KB522), desktop mouse (6-button mouse).
 - s22

Funding Availability

6. This will be funded by ICTC for NOAP under WBS – C.00594.001.400.001 (ICTIC IT CAPEX funds).

Cost

7. The estimated maximum total cost of the procurement is s22

Service	FY17/18
s47G Dell 7280 Laptop Bundle s22	s47G
GST	\$19,344.00
Estimated CAF (GST Exempt)	\$3,868.80
Total (Inc GST and CAF)	\$216,652.80

Method of Procurement

8. The Approach to Market for this activity will be through the Whole-of-Government ICT Hardware and Associated Services Panel (ICT Hardware Panel) (SON3295723). The panel is mandatory when procuring desktop PCs, mobile PCs, virtual desktop devices and monitors. The Panel was established through an Open Tender process by Department of Finance.
9. Use of this panel includes a 2% Central Administration Fee (CAF) on the value of all purchases made under the panel, Agencies are invoiced quarterly by Finance in arrears.
10. Request for Quotes (RFQ) will be sent to nominated vendors through the ICT Hardware Panel for the equipment. We will ensure that this procurement process meets legislative, government

policy, internal procedural requirements and will produce a value for money outcome. The successful tender will be contracted via a Work Order under this Panel.

11. DSS will procure Dell modelled Mobile Device Bundles as this vendor is the preferred manufacturer on the ICT Hardware and Associated Services Panel for this period. DSS has purchased many Dell products in the past, they are a known reliable product.

Value for Money

12. This panel is a mandatory procurement avenue for Non-Corporate Commonwealth entities subject to the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) to procure desktop PCs, mobile PCs, virtual desktop devices and monitors.
13. This panel delivers the following benefits:
 - Reduction in cost of ICT hardware by taking advantage of the economies of scale realised through bulk purchasing for the Whole-of-Government;
 - Provision of savings through the standardisation, aggregation and planned purchasing of bulk ICT equipment through the Panel;
 - Reduction in cost of desktop hardware support shared support services; and
 - Simplified procurement process to allow vendors to do business with the Australian Government.

Standards

14. This procurement is in line with current legislative laws and government policy including:
 - Public Governance, Performance and Accountability (PGPA) Act
 - Commonwealth Procurement Rules 2017
 - Secretary Instructions (DSS)
 - Relevant Australian Standards

Confidentiality

15. There are no confidentiality issues in the purchase of this equipment.

Stakeholders

16. The following stakeholders have been informed and involved in this procurement:
 - Dayne Da Pozzo – A/g Branch Manager, IT Operations
 - s22 – Technical Lead, Infrastructure Services, IT Operations
 - s22 – Project Coordinator, Infrastructure Services, IT Operations
 - ICT Contracts and Procurement Team – Client Services Branch

Security Considerations

17. All appropriate IT and Property Security policy will be followed as per DSS processes and infrastructure requirements.
18. The Protective Security Management Framework sets out the minimum standards and guidelines for the handling, storage, transmission and disposal of security classified information. The Protective Security Section can provide specialist security advice in relation to contract preparation and clauses.

Conflict of Interest

19. There are no known Conflicts of Interest with this procurement.

Risk Assessment and Management

20. The assessed level of risk for this procurement to proceed is - LOW

Complexity:	Risk		
	L	M	H
Impact:			
Potential for negative impact on the reputation of DSS or Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the organisation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/ service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complexity:			
Potential for delivery of good/ service that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Potential for procurement process errors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall costs:			
Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

21. Dell products are currently used within DSS, and have been proven to be reliable technology. This procurement represents a low risk to the Department.

Recommendation

22. That you approve the procurement process under PGPA Act Section 23(3) in this Procurement Plan to procure s47G7280 Laptop Bundle and s22 as outlined, up to the value of \$216,652.80(GST and CAF inclusive).

Requesting Officer

s22 – Technical Lead, Infrastructure Services, IT Operations

s22

Signature

Date

22-11-17

Approving Officer

Dayne Da Pozzo – A/g Branch Manager, IT Operations

APPROVED / NOT APPROVED

s22

Signature

Date

22.11.17

Module 2 – Attachment 3 (Contract Order Form)

In accordance with the Head Agreement (No. ICTD0028 between the **Commonwealth of Australia**, represented by the **Department of Finance** (ABN 61 970 632 495), and **Dell Australia Pty Ltd** (ABN 46 003 855 561) (**Contractor**), the Agency (described in Item 3 below) places this Order to enter into a Contract for the Deliverables described below in accordance with the terms and conditions described in the Head Agreement.

Table 1 – Contract Order

1.	Contract Number:	HWS0004588 (Partial) & HWS0004587
2.	Contractor:	Dell Australia Pty Ltd
3.	Agency:	Department of Social Services
4.	Agency's Purchase Order Number:	90009750
5.	Contract Start Date (clause 6.1 of the Head Agreement):	On Execution
6.	Term for Contract (clause 6.1 of the Head Agreement):	As per the warranty period in No. 23644674/3 and 23644830/4, attached.
7.	Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):	Not Applicable
8.	Deliverables (clause 8 of the Head Agreement and Part B (Deliverables)):	s22 s47 Dell Latitude 7280 Laptops ~

9.	Associated Services (clause 6.12 of the Module Specific Terms):	<p>PC's –</p> <ul style="list-style-type: none"> 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Asset Tag - Consigned (more than10000) 1 Custom Asset Report (more than10000) 1 SI,CFS,MOD,ANZPID,SI165325 1 SI,MOD,CSN,LBL,DSS,1653 1 E-Waste Compliance 1 Technical Support 1 Limited Warranty:Yr1-3 (Labor) 1 Limited Warranty:Yr1-3 (Parts) 1 4Yr ProSupport: Next Business Day Onsite Service 1 Yr4 ProSupport:Next Business Day Onsite Service 1 4Yr ProSupport:(7x24) Technical Support & Assistance 1 No Dell ProSupport for Software, No DDPE Encryption SW <p>Laptops –</p> <ul style="list-style-type: none"> 1 INFO: (Standard Base) Thanks for choosing Dell Configuration Services 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Asset Tag - Consigned (more than10000) 1 Custom Asset Report (more than10000) 1 SI,CFS,MOD,ANZPID,SI165326 1 SI,MOD,CSN,LBL,DSS,165326 1 Technical Support 1 Limited Warranty:Yr1-3 (Labor) 1 Limited Warranty:Yr1-3 (Parts) 1 3Yr ProSupport:Next Business Day Onsite Service 1 3Yr ProSupport:(7x24) Tech Support & Assistance 1 3Yr Hard Drive Data Recovery Service, for Non_RAIDed Hard Drives 1 Battery Carries 1 Year Warranty from Invoice Date 1 No Dell ProSupport for Software, No DDPE Encryption SW
10.	Documentation (clause 9 of the Module Specific Terms):	The Standard supplier's or manufacturer's form documentation as supplied with the hardware or software.
11.	Location of Deliverables:	<p>Department of Social Services Att: ICT Logistics – 02 6146 8000 Department of Social Services Tuggeranong Offices 71 Athllon Drive GREENWAY 2900</p>
12.	Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement):	Not Applicable
13.	Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):	The issuance of a certificate of acceptance shall be deemed to have been made on the date and acceptance of delivery of the hardware by the customer.
14.	Service Levels (clause 12 of the Head Agreement):	Not Applicable
15.	Service Credits (clause 12 of the Head Agreement):	Not Applicable
16.	Reporting (clause 28 of the Head Agreement):	Not Applicable

17.	Key Persons (clause 13 of the Head Agreement):	Not Applicable
18.	Subcontractors (clause 14 of the Head Agreement):	Not Applicable
19.	Charges (clause 11 of the Head Agreement and Part D (Charges)):	See Annexure 2 – Charges and Payment and as per attached quotes 23644830/4 and 23644674/3 provided by Dell on 11 Dec 2017
20.	Payment of Charges (clause 11 of the Head Agreement and Part D (Charges)):	<p>Attention: Dell Australia Pty Limited</p> <p>Address: au_remittance@dell.com</p> <p>2 Park Street, Sydney, NSW 2000.</p> <p>Preferred method for payment of Charges is by electronic transfer:</p> <p>Account Name: Dell Australia Pty Limited Bank/Branch: Citibank Limited BSB number: 242-000 Account number: 106685061</p>
21.	Warranties (clause 18 of the Head Agreement) and extended warranty (clause 6 of the Module Specific Terms):	Total Warranty period as per attached quotes 23644830/4 and 23644674/3 provided by Dell on 11 Dec 2017
22.	Agency Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Agency Representative: s22</p> <p>Position: Director, IT Business Services</p> <p>Address: GPO Box 9820, Canberra, ACT 2601</p> <p>Email: ICTContractsandProcurement@dss.gov.au</p> <p>Telephone: s22</p>
23.	Contractor Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Contractor Representative: s47G</p> <p>Position: Sales Rep</p> <p>Address: Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086</p> <p>Email: s47G @dell.com</p> <p>Telephone: s47G</p>
24.	Intellectual Property Rights (clause 15 of the Head Agreement):	As per clause 15 of the Head Agreement
25.	Agency Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement
26.	Contractor Confidential Information under this Order (clause 16 of the Head Agreement):	<p>As per clause 16 of the Head Agreement.</p> <p>Contractors commercial quotes or pricing information</p>
27.	Liability Cap (clause 25 of the Head Agreement):	s47G
28.	Indemnity (clause 26 of the Head Agreement):	clause 26 of the Head Agreement applies

29.	Standards and Codes (clause 8 of the Module Specific Terms):	Not Applicable
30.	Acquisition through a Reseller (clause 6.13 of the Module Specific Terms):	Not Applicable
31.	Project Management (clause 10.1 to 10.3 of the Module Specific Terms):	Not Applicable
32.	Agency Supplied Items (clause 10.10 to 10.12 of the Module Specific Terms):	Not Applicable
33.	Agency Assistance and responsibility for preparation of the premises/facilities (clauses 10 and 11 of the Module Specific Terms):	Not Applicable
34.	Technology threats (clause 11.6 of the Module Specific Terms):	Not Applicable
35.	Other:	<p>Software: All Software distributed by the Contractor or forming part of the Deliverables is subject to the licence agreement embedded in the Software or forming part of the Software or provided with the Software.</p> <p>Systems Backup: The Agency must complete a full and current backup of all existing systems, data, software and programs (including verification) on all affected systems prior to the delivery or provision of any services by the Contractor or its subcontractors. Contractor will have no liability for loss or recovery of data or programs or loss of use of system(s) arising the Agency's failure to backup.</p> <p>Confidential Information: It is the responsibility of the Agency to remove any confidential or sensitive data (including data that may be subject to unique or special rules regarding disclosure, accountability or disposal) from any product prior to surrendering them to the Contractor or the Contactor supplying the Services.</p> <p>Export Compliance: The Agency:</p> <p>(a) acknowledges that the Deliverable, good or service delivered under this agreement, which may include technology and software, are not only subject to Commonwealth and/or State export control laws and regulations but may also be subject to the export control laws and regulations of the country from which they are received and from which they are used; and</p> <p>(b) agrees to abide by and will be responsible for their own compliance with all applicable export control laws and regulations, which may prohibit the sale, lease, export, re-export or any other form of transfer of the Deliverable, good or service to restricted end-users or to restricted countries and the use of those Deliverable, good or service for restricted activities.</p>

EXECUTED AS AN AGREEMENT

Executed as an agreement for and on behalf
of **Department of Social Services** (ABN 36
342 015 855) by its duly authorised delegate:

In the presence of:

s22

s22

Signature of delegate

Signature of witness

s22

s22



Name of delegate (print)

Name of witness (print)

3/1/2018

3/1/18

Date

Date

Executed as an agreement by Dell Australia
Pty Ltd (ABN 46 003 855 561) by its duly
authorised delegate:

In the presence of:

s47G

s47G

Signature of Authorised Representative

Signature of Witness

s47G

s47G

Name of Authorised Representative (print)

Name of Witness (print)

23/12/2017

23/12/2017

Date

Date

Contract Order Form – Annexure 1 (Statement of Work)

Deliverables
s22

Deliverables	
s47	<p>Dell Latitude 7280</p> <p>Components</p> <ul style="list-style-type: none"> 1 Intel Core i7-7600U Processor Base, Integrated HD Graphics 620 with Thunderbolt 1 7th Generation Intel Core i7-7600U (Dual Core, 2.80Gz, 4MB cache) 1 Energy Star 6.1 1 12.5" FHD (1920 x 1080) Anti-Glare, Camera & Mic, WLAN/WWAN Capable 1 Single Pointing, 82 key with No Smartcard or Fingerprint Reader with Thunderbolt 3 1 16GB (1x16GB) DDR4 Memory 1 128GB M.2 2280 SSD 1 Intel Rapid Storage Technology 1 E5 Power Cord (Australia/New Zealand) 1 Primary 4-cell 60W/HR Battery 1 Intel Core i7 vPRO Label 1 65W AC Adapter, 3-pin 1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) 1 Intel Dual-Band Wireless-AC 8265 Driver 1 DW5816E WWAN Card, for Windows 8.1/10, Australia/New Zealand/Japan 1 Internal US English Qwerty Backlit Keyboard 2 Waves Maxx Audio 2 Latitude 7280 Software Driver 1 Dell Developed Recovery Environment 2 SupportAssist <p>Software</p> <ul style="list-style-type: none"> 1 No Resource DVD / USB 1 Windows 10 Pro (64bit) English 1 Office Trial 1 Microsoft Office 30 Day Trial - Excludes Office License 1 Intel vPro Technology Advanced Management Features 1 No Anti-Virus Software <p>Service</p> <ul style="list-style-type: none"> 1 INFO: (Standard Base) Thanks for choosing Dell Configuration Services 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Asset Tag - Consigned (more than10000) 1 Custom Asset Report (more than10000) 1 SI,CFS,MOD,ANZPID,SI165326 1 SI,MOD,CSN,LBL,DSS,165326 1 Technical Support 1 Limited Warranty:Yr1-3 (Labor) 1 Limited Warranty:Yr1-3 (Parts) 1 3Yr ProSupport:Next Business Day Onsite Service 1 3Yr ProSupport:(7x24) Tech Support & Assistance 1 3Yr Hard Drive Data Recovery Service, for Non_RAIDed Hard Drives 1 Battery Carries 1 Year Warranty from Invoice Date 1 No Dell ProSupport for Software, No DDPE Encryption SW
s47G	<p>Kit - Dell Professional Sleeve 13 - S&P</p> <hr/> <p>Kit-Dell Dock 180W (WD15) S&P</p> <hr/> <p>Dell Laser Mouse -S&P</p> <hr/> <p>Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P</p> <hr/>

Specific Contract Terms

Site Preparation [clause 11 of the Module Specific Terms] – Not Applicable

Acceptance Criteria [clause 10 of the Head Agreement] – Not Applicable

Acceptance Testing [clause 10 of the Head Agreement] – Not Applicable

Contract Order Form – Annexure 2 (Charges and Payment)

1. DELIVERABLES AND CHARGES TABLE

Item Number	Deliverable	Unit Price (GST Exclusive)	Charges in Australian dollars (GST exclusive)
1.	s22		
2.	s47G Dell Latitude 7280	s47G	
3.	Kit - Dell Professional Sleeve 13 - S&P		
4.	Kit-Dell Dock 180W (WD15) S&P		
5.	Kit - Dell Laser Mouse -S&P		
6.	Kit - Dell KB522 Business Multimedia Keyboard (English) for Windows 8 -S&P		
Subtotal			\$162,232.35
GST			\$16,223.23
Total (GST inclusive)			\$178,455.59

All Invoices to be sent to dss.invoices@invoices.fms.gov.au referencing PO: 90009750

- 1 Payment of Charges is subject to:
 - 1.1 provision of a correctly rendered invoice in accordance with **clause 11** of the Head Agreement; and
 - 1.2 if the invoice has not been reduced in accordance with an applicable reduction in Charges formula, the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 12** of the Head Agreement.
- 2 Subject to election by the Agency, in Item 15 of the Contract Order form, the formula for the reduction of Charges or application of a Service Credit referred to in paragraph 1 is set out below:

A credit of 1% of the total Contract value will be payable to the Agency for each Business Day the Contractor fails to comply with a delivery requirement specified in a Contract to a cap of 10% of the total Contract value.
- 3 For the purpose of reductions in Charges or credits to the Agency arising under the Contract, the Agency will calculate the amount due as a reduction or credit based on measurement of the Contractor's performance under the Contract and the formula referred to in paragraph 2.
- 4 Payments of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.

Quote

Department of Social Services



Quote No:
23644674/3

Customer No:
396057758

Date:
11/12/2017

Salesperson:
s47G

Phone s47G
Fax

Customer:
Department of Social Services
ICT Logistics-s22

Quote valid for:
30 days

Dear ICT Logistics-s22

Please find attached the requested documentation regarding your Quote request from Dell Australia.

I trust this is to your satisfaction, please do not hesitate to reply with any queries or questions, or to progress your Quote to an order.

Regards

s47G

Dell Australia Pty Limited,
Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086

ABN: 46 003 855 561. Sales: 1300 303 270, Fax: 1800 815 617, Spare Parts Sales: 1800 505 180, www.dell.com.au
Third party products are not covered under Dell's Terms and Conditions. Manufacturer's warranty applies.

Quote

Department of Social Services



s47G

s47G

Dell Quote 23644674/3 - Department of Social Services

Salesperson s47G
s47G

s47G

Dell Quote 23644674/3 - Department of Social Services

Salesperson: BILL DOVOLIS
(Phone 0289725084)

s47G

Quote

Department of Social Services



s22

Dell Australia Pty Limited,
Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086

ABN: 46 003 855 561. Sales: 1300 303 270, Fax: 1800 815 617, Spare Parts Sales: 1800 505 180, www.dell.com.au
Third party products are not covered under Dell's Terms and Conditions. Manufacturer's warranty applies.

Quote

Department of Social Services



s22

Dell Quote 23644830/4 - Department of Social Services

Salesperson: s47G
s47G

s22

Dell Quote 23644830/4 - Department of Social Services

Salesperson: s47G
s47G

s22



Australian Government
Department of Social Services

To: s22 – Director, Operations Support, IT Operations
From: s22 – Project Coordinator, Operations Support, IT Operations
Subject: Procurement of s47 Dell Latitude 7285 2-in-1 Base for the new National Office and Aviation House.

Purpose

1. The purpose of this minute is to seek your approval under PGPA Act Section 23(3) to procure an additional s47 Dell Latitude 7285 2-in-1 Base with 3 years support for new National Office and Aviation House.
2. Your in-principle approval for expenditure up to the value of \$30,131.00 (GST and CAF inclusive) is sought for this activity.

Background

3. In support of the DSS Digital Workplace Strategy (DWS), the National Office Accommodation Project (NOAP) was established to manage the ICT Infrastructure fit-out of the new buildings prior to relocation of DSS staff.
4. Construction and fit-out of the new DSS national Office Accommodation and Aviation House has been completed. As the new fleet of Mobile Devices and Micro PC's rollout is complete, it is essential that additional equipment is procured for contingency purposes to assist with break fix requirements, and for roll out to new staff that may be on boarded.

Planned Outcome(s) of the Procurement

5. The planned outcome of this procurement is provision of the following ICT equipment:
 - s47G Dell Latitude 7285 2-in-1 Base

Funding Availability

6. This will be funded by ICTC for NOAP under WBS – C.00594.001.400.001 (ICTC IT CAPEX funds)

Cost

7. The estimated maximum total cost of the procurement is as follows:

Service	FY17/18
s47 Dell Latitude 7285 2-in-1 Base	\$26,902.68
CAF	\$538.05
GST	\$2,690.27
Total (Inc GST)	\$29,592.95
Total (Inc GST and CAF)	\$30,131.00

Method of Procurement

8. The Approach to Market for this activity will be through the Whole-of-Government ICT Hardware and Associated Services Panel (ICT Hardware Panel) (SON3295723). The panel is mandatory when procuring desktop PCs, mobile PCs, virtual desktop devices and monitors. The Panel was established through an Open Tender process by Department of Finance.
9. Use of this panel includes a 2% Central Administration Fee (CAF) on the value of all purchases made under the panel, Agencies are invoiced quarterly by Finance in arrears.
10. A Request for Quote (RFQ) will be sent to nominated vendors through the ICT Hardware Panel for the equipment. We will ensure that this procurement process meets legislative, government policy, internal procedural requirements and will produce a value for money outcome. The successful tender will be contracted via a Work Order under this Panel.

11. DSS will procure Dell modelled Mobile Device Bundles as this vendor is the preferred manufacturer on the ICT Hardware and Associated Services Panel for this period. DSS has purchased many Dell products in the past, they are a known reliable product.

Value for Money

12. This panel is a mandatory procurement avenue for Non-Corporate Commonwealth entities subject to the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) to procure desktop PCs, mobile PCs, virtual desktop devices and monitors.

13. This panel delivers the following benefits:

- Reduction in cost of ICT hardware by taking advantage of the economies of scale realised through bulk purchasing for the Whole-of-Government;
- Provision of savings through the standardisation, aggregation and planned purchasing of bulk ICT equipment through the Panel;
- Reduction in cost of desktop hardware support shared support services; and
- Simplified procurement process to allow vendors to do business with the Australian Government.

Standards

14. This procurement is in line with current legislative laws and government policy including:

- Public Governance, Performance and Accountability (PGPA) Act
- Commonwealth Procurement Rules 2018
- Secretary Instructions (DSS)
- Relevant Australian Standards

Confidentiality

15. There are no confidentiality issues in the purchase of this equipment.

Stakeholders

16. The following stakeholders have been informed and involved in this procurement:

- s22 - Director, Operations Support, IT Operations
- - Project Manager, Operations Support, IT Operations
- Project Coordinator, Operations Support, IT Operations
- ICT Contracts and Procurement Team – Client Services Branch

Security Considerations

17. All appropriate IT and Property Security policy will be followed as per DSS processes and infrastructure requirements.

18. The Protective Security Management Framework sets out the minimum standards and guidelines for the handling, storage, transmission and disposal of security classified information. The Protective Security Section can provide specialist security advice in relation to contract preparation and clauses.

Conflict of Interest

19. There are no known Conflicts of Interest with this procurement.

Risk Assessment and Management

20. The assessed level of risk for this procurement to proceed is - LOW

Complexity:	Risk		
Impact:	L	M	H
Potential for negative impact on the reputation of DSS or Government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the organisation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/ service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complexity:			
Potential for delivery of good/ service that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for procurement process errors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall costs:			
Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

21. Dell products are currently used within DSS, and have been proven to be reliable technology. This procurement represents a low risk to the Department.

Recommendation

22. That you approve the procurement process under PGPA Act Section 23(3) in this Procurement Plan to procure **s47G** Dell Latitude 7285 2-in-1 Base as outlined, up to the value of \$30,131.00 (GST and CAF inclusive).

Requesting Officer

s22 – Project Coordinator, Operations Support, IT Operations

_____ 20/4/18
Signature Date

Approving Officer

s22 - Director, Operations Support, IT Operations

APPROVED / NOT APPROVED
s22

_____ 20/4/18.
Signature Date

Module 2 – Attachment 3 (Contract Order Form)

In accordance with the Head Agreement (No. ICTD0028 between the **Commonwealth of Australia**, represented by the **Department of Finance** (ABN 61 970 632 495), and **Dell Australia Pty Ltd** (ABN 46 003 855 561) (**Contractor**), the Agency (described in Item 3 below) places this Order to enter into a Contract for the Deliverables described below in accordance with the terms and conditions described in the Head Agreement.

Table 1 – Contract Order

1.	Contract Number:	HWS0005443
2.	Contractor:	Dell Australia Pty Ltd
3.	Agency:	Department of Social Services
4.	Agency's Purchase Order Number:	90010101
5.	Contract Start Date (clause 6.1 of the Head Agreement):	On Execution
6.	Term for Contract (clause 6.1 of the Head Agreement):	3 years from Delivery acceptance (Est. 1 June 2018 to 31 May 2021)
7.	Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):	Not Applicable
8.	Deliverables (clause 8 of the Head Agreement and Part B (Deliverables)):	s47 Dell Latitude 7285 2-in-1 Base
9.	Associated Services (clause 6.12 of the Module Specific Terms):	See Annexure 1 and attached quote for all associated service details
10.	Documentation (clause 9 of the Module Specific Terms):	The Standard supplier's or manufacturer's form documentation as supplied with the hardware or software.
11.	Location of Deliverables:	Department of Social Services Att: ICT Logistics – 02 6146 8000 Department of Social Services Tuggeranong Offices 71 Athllon Drive GREENWAY 2900
12.	Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement):	Not Applicable
13.	Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):	The issuance of a certificate of acceptance shall be deemed to have been made on the date and acceptance of delivery of the hardware by the customer.

14.	Service Levels (clause 12 of the Head Agreement):	Not Applicable
15.	Service Credits (clause 12 of the Head Agreement):	Not Applicable
16.	Reporting (clause 28 of the Head Agreement):	Not Applicable
17.	Key Persons (clause 13 of the Head Agreement):	Not Applicable
18.	Subcontractors (clause 14 of the Head Agreement):	Not Applicable
19.	Charges (clause 11 of the Head Agreement and Part D (Charges)):	See Annexure 2 – Charges and Payment and as per attached quote – 24019539/2
20.	Payment of Charges (clause 11 of the Head Agreement and Part D (Charges)):	<p>Attention: Dell Australia Pty Limited Address: au_remittance@dell.com 2 Park Street, Sydney, NSW 2000.</p> <p>Preferred method for payment of Charges is by electronic transfer:</p> <p>Account Name: Dell Australia Pty Limited Bank/Branch: Citibank Limited BSB number: 242-000 Account number: 106685061</p>
21.	Warranties (clause 18 of the Head Agreement) and extended warranty (clause 6 of the Module Specific Terms):	<p>Limited Warranty:Yr1 (Labor) Limited Warranty:Yr1 (Parts) 3Yr ProSupport:Next Business Day Onsite Service Yr2-3 ProSupport:Next Business Day Onsite Service 3Yr ProSupport:(7x24) Technical Support & Assistance Battery Carries 1 Year Warranty from Invoice Date</p>
22.	Agency Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Agency Representative: s22 Position: Director, IT Business Services Address: GPO Box 9820, Canberra, ACT 2601 Email: ICTContractsandProcurement@dss.gov.au Telephone: s22</p>
23.	Contractor Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Contractor Representative: s47G Position: Sales Rep Address: Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086 Email: s47G Telephone: s47G</p>
24.	Intellectual Property Rights (clause 15 of the Head Agreement):	As per clause 15 of the Head Agreement

25.	Agency Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement
26.	Contractor Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement. Contractors commercial quotes or pricing information
27.	Liability Cap (clause 25 of the Head Agreement):	s47G
28.	Indemnity (clause 26 of the Head Agreement):	clause 26 of the Head Agreement applies
29.	Standards and Codes (clause 8 of the Module Specific Terms):	Not Applicable
30.	Acquisition through a Reseller (clause 6.13 of the Module Specific Terms):	Not Applicable
31.	Project Management (clause 10.1 to 10.3 of the Module Specific Terms):	Not Applicable
32.	Agency Supplied Items (clause 10.10 to 10.12 of the Module Specific Terms):	Not Applicable
33.	Agency Assistance and responsibility for preparation of the premises/facilities (clauses 10 and 11 of the Module Specific Terms):	Not Applicable
34.	Technology threats (clause 11.6 of the Module Specific Terms):	Not Applicable

<p>35.</p>	<p>Other:</p>	<p>Software: All Software distributed by the Contractor or forming part of the Deliverables is subject to the licence agreement embedded in the Software or forming part of the Software or provided with the Software.</p> <p>Systems Backup: The Agency must complete a full and current backup of all existing systems, data, software and programs (including verification) on all affected systems prior to the delivery or provision of any services by the Contractor or its subcontractors. Contractor will have no liability for loss or recovery of data or programs or loss of use of system(s) arising the Agency's failure to backup.</p> <p>Confidential Information: It is the responsibility of the Agency to remove any confidential or sensitive data (including data that may be subject to unique or special rules regarding disclosure, accountability or disposal) from any product prior to surrendering them to the Contractor or the Contactor supplying the Services.</p> <p>Export Compliance: The Agency:</p> <p>(a) acknowledges that the Deliverable, good or service delivered under this agreement, which may include technology and software, are not only subject to Commonwealth and/or State export control laws and regulations but may also be subject to the export control laws and regulations of the country from which they are received and from which they are used; and</p> <p>(b) agrees to abide by and will be responsible for their own compliance with all applicable export control laws and regulations, which may prohibit the sale, lease, export, re-export or any other form of transfer of the Deliverable, good or service to restricted end-users or to restricted countries and the use of those Deliverable, good or service for restricted activities.</p>
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EXECUTED AS AN AGREEMENT

Executed as an agreement for and on behalf
of **Department of Social Services** (ABN 36
342 015 855) by its duly authorised delegate:

In the presence of:

s22

s22

Signature of delegate

Signature of witness

s22

s22

Name of delegate (print)

Name of witness (print)

18.05.2018

18.05.2018

Date

Date

Executed as an agreement by **Dell Australia
Pty Ltd** (ABN 46 003 855 561) by its duly
authorised delegate:

In the presence of:

s47G

s47G

Signature of Authorised Representative

Signature of Witness

s47G

s47G

Director

Name of Authorised Representative (print)

Name of Witness (print)

17/05/2018

17/05/2018

Date

Date

Contract Order Form – Annexure 1 (Statement of Work)

Deliverables	
s47G	<p>Dell Latitude 7285 2-in-1 Base</p> <p>Components</p> <ul style="list-style-type: none"> 1 Intel Core i7-7Y75 Processor Base with 16G 1866MHz LPDDR3 1 Energy Star 6.1 1 12.3 3:2 (2880 x 1920) Touch with Corning Gorilla Glass 4, IR camera, Anti-reflective and Anti-Smudge, 400 nits 1 LCD backcover with SIM; WLAN/WWAN capable 1 16GB LPDDR3 2133 MHz Memory 1 M.2 128GB PCIe NVMe Class 35 Solid State Drive 1 E5 Power Cord (Australia/New Zealand) 1 34 Whr Express Charge Capable (2-cell) 1 Dell Adapter USB-C to USB-A 3.0 1 E5 45 Watt AC Adapter (Type-C) 1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) 1 Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Driver 1 Dell Wireless(TM) Qualcomm(R) Snapdragon(TM) X7 LTE-A (DW5816e) 1 Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 1 System Driver for Latitude 7285 1 Intel Integrated Sensor Solution Driver 1 Dell Developed Recovery Environment 1 SupportAssist 1 SI,CFS,MOD,ANZPID,SI165334 <p>Software</p> <ul style="list-style-type: none"> 1 Windows 10 Pro (64bit) English 1 Microsoft Office 30 Day Trial - Excludes Office License 1 Intel vPro TechnologysAdvanced Management Features 1 Dell(TM) Digital Delivery Cirrus Client 1 No Anti-Virus Software <p>Service</p> <ul style="list-style-type: none"> 1 Dell Command Power Manager (DCPM) 1 No Installation Service Required 1 Custom BIOS Settings (more than10000) 1 E-Tag and test - Cable (more than500) 1 Custom Asset Report (more than10000) 1 Asset Tag - Consigned (more than10000) 1 SI,MOD,CSN,LBL,DSS,165326 1 Technical Support 1 Limited Warranty:Yr1 (Labor) 1 Limited Warranty:Yr1 (Parts) 1 3Yr ProSupport:Next Business Day Onsite Service 1 Yr2-3 ProSupport:Next Business Day Onsite Service 1 3Yr ProSupport:(7x24) Technical Support & Assistance 1 Battery Carries 1 Year Warranty from Invoice Date 1 No Dell ProSupport for Software, No DDPE Encryption SW

Specific Contract Terms

Site Preparation [clause 11 of the Module Specific Terms] – Not Applicable

Acceptance Criteria [clause 10 of the Head Agreement] – Not Applicable

Acceptance Testing [clause 10 of the Head Agreement] – Not Applicable

Contract Order Form – Annexure 2 (Charges and Payment)

1. DELIVERABLES AND CHARGES TABLE

Item Number	Deliverable	Qty	Unit Price (GST Exclusive)	Charges in Australian dollars (GST exclusive)
1	Dell Latitude 7285 2-in-1 Base	s47G		\$19,216.20
	GST			\$1,921.62
	Total (GST inclusive)			\$21,137.82

All Invoices to be sent to dss.invoices@invoices.fms.gov.au referencing PO: 90010101

- 1 Payment of Charges is subject to:
 - 1.1 provision of a correctly rendered invoice in accordance with **clause 11** of the Head Agreement; and
 - 1.2 if the invoice has not been reduced in accordance with an applicable reduction in Charges formula, the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 12** of the Head Agreement.
- 2 Subject to election by the Agency, in Item 15 of the Contract Order form, the formula for the reduction of Charges or application of a Service Credit referred to in paragraph 1 is set out below:
A credit of 1% of the total Contract value will be payable to the Agency for each Business Day the Contractor fails to comply with a delivery requirement specified in a Contract to a cap of 10% of the total Contract value.
- 3 For the purpose of reductions in Charges or credits to the Agency arising under the Contract, the Agency will calculate the amount due as a reduction or credit based on measurement of the Contractor's performance under the Contract and the formula referred to in paragraph 2.
- 4 Payments of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.

s22

From: DA POZZO, Dayne <Dayne.DAPOZZO@dss.gov.au>
Sent: Friday, 20 April 2018 4:07 PM
To: s22
Subject: RE: FOR APPROVAL: Procurement of s4 Surface Pro LTE i5 [SEC=UNCLASSIFIED]

Thanks s22 approved.

Ta
Dayne

From: s22
Sent: Friday, 20 April 2018 3:42 PM
To: DA POZZO, Dayne <Dayne.DAPOZZO@dss.gov.au>
Subject: RE: FOR APPROVAL: Procurement of s47 Surface Pro LTE i5 [SEC=UNCLASSIFIED]

Hi Dayne,

We have received the quote for the s47G Surface Pros, the price exceeds the initial estimated total.

Do you approve for this purchase given we estimated approx. s47G ex GST?

Total for s47G

Thanks,

s22

Project Manager
Operations Support
IT Operations Branch
Department of Social Services

s22

DSS acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: DA POZZO, Dayne
Sent: Monday, 9 April 2018 4:02 PM
To: s22
Cc: s22
Subject: RE: FOR APPROVAL: Procurement of s47 G Surface Pro LTE i5 [SEC=UNCLASSIFIED]

Thanks s22

Approved. Can we increase this to s4 7G please?

From: s22
Sent: Monday, 9 April 2018 4:01 PM
To: DA POZZO, Dayne <Dayne.DAPOZZO@dss.gov.au>
Cc: s22
Subject: FOR APPROVAL: Procurement of s47 G Surface Pro LTE i5 [SEC=UNCLASSIFIED]

Hi Dayne,

Seeking approval to proceed with the procurement of s47G Surface Pro LTE i5 device bundles.

Planned Outcome(s) of the Procurement

1. Provision of the following ICT equipment:
 - s47G Microsoft Pro LTE i5 8GB, 256GB, Intel i5, 7200U mobile device bundle (including device, keyboard, stylus, dock, network adapter) up to the value of s47G

Funding Availability

2. This will be funded by ICTC for NOAP under WBS – C.00594.001.400.001 (ICTC IT CAPEX funds)

Method of Procurement

3. Procurement will be through the Whole-of-Government ICT Hardware and Associated Services Panel (ICT Hardware Panel) (SON3295723). The panel is mandatory when procuring desktop PCs, mobile PCs, virtual desktop devices and monitors. The Panel was established through an Open Tender process by Department of Finance. DSS will procure these devices through Forward IT as they are the preferred vendor on the ICT Hardware and Associated Services Panel for this period. DSS has purchased Microsoft products in the past and they have proven reliable.

Please let me know if you require any further information.

Regards,
s22

Project Manager
Operations Support
IT Operations Branch
Department of Social Services
s22

DSS acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

Module 2 – Attachment 3 (Contract Order Form)

In accordance with the Head Agreement (No. ICTD0028 between the **Commonwealth of Australia**, represented by the **Department of Finance** (ABN 61 970 632 495), and **The Trustee For Forward IT Unit Trust** (ABN 42 597 085 374) (**Contractor**), the Agency (described in Item 3 below) places this Order to enter into a Contract for the Deliverables described below in accordance with the terms and conditions described in the Head Agreement.

Table 1 – Contract Order

1.	Contract Number:	HWS0005432
2.	Contractor:	The Trustee for Forward IT Unit Trust
3.	Agency:	Department of Social Services
4.	Agency's Purchase Order Number:	90010054
5.	Contract Start Date (clause 6.1 of the Head Agreement):	On Execution
6.	Term for Contract (clause 6.1 of the Head Agreement):	Four Years from delivery: (Estimated 15 May 2018 to 14 May 2022) • 4 Yr warranty period
7.	Contract Option Period (clauses 6.2 to 6.4 of the Head Agreement):	Not Applicable
8.	Deliverables (clause 8 of the Head Agreement and Part B (Deliverables)):	^{s47G} MICROSOFT SURFACE PRO LTE CORE I5-7300U, 12.3", 8GB, 256G SSD, 4G LTE, W10P
9.	Associated Services (clause 6.12 of the Module Specific Terms):	Not Applicable
10.	Documentation (clause 9 of the Module Specific Terms):	The Standard supplier's or manufacturer's form documentation as supplied with the hardware or software.
11.	Location of Deliverables:	Department of Social Services Att: ICT Logistics – 02 6146 8000 Department of Social Services Tuggeranong Offices 71 Athllon Drive GREENWAY 2900
12.	Security requirements including compliance with the ISM and PSPF (clause 23 of the Head Agreement):	Not Applicable
13.	Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):	The issuance of a certificate of acceptance shall be deemed to have been made on the date and acceptance of delivery of the hardware by the customer.
14.	Service Levels (clause 12 of the Head Agreement):	Not Applicable
15.	Service Credits (clause 12 of the Head Agreement):	Not Applicable

16.	Reporting (clause 28 of the Head Agreement):	Not Applicable
17.	Key Persons (clause 13 of the Head Agreement):	Not Applicable
18.	Subcontractors (clause 14 of the Head Agreement):	Not Applicable
19.	Charges (clause 11 of the Head Agreement and Part D (Charges)):	See Annexure 2 – Charges and Payment and as per attached quote FITQ4807 provided by ForwardIT on 20 April 2018
20.	Payment of Charges (clause 11 of the Head Agreement and Part D (Charges)):	<p>Attention: s47G Unit 8, Level 1 55-57 Lathlain St Email: s47G</p> <p>Preferred method for payment of Charges is by electronic transfer: Account Name: s47G Bank/Branch: s47G BSB number: Account number: s47G</p>
21.	Warranties (clause 18 of the Head Agreement) and extended warranty (clause 6 of the Module Specific Terms):	4 year warranty period
22.	Agency Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Agency Representative: s22 Position: Director, IT Business Services Address: GPO Box 9820, Canberra, ACT 2601 Email: ICTContractsandProcurement@dss.gov.au Telephone: s22</p>
23.	Contractor Representative and address for service (clauses 37 and 38 of the Head Agreement):	<p>Contractor Representative: s47G The Trustee for Forward IT Unit Trust Unit 8, Level 1 55-57 Lathlain St Email: s47G</p>
24.	Intellectual Property Rights (clause 15 of the Head Agreement):	As per clause 15 of the Head Agreement
25.	Agency Confidential Information under this Order (clause 16 of the Head Agreement):	As per clause 16 of the Head Agreement
26.	Contractor Confidential Information under this Order (clause 16 of the Head Agreement):	<p>As per clause 16 of the Head Agreement. Contractors commercial quotes or pricing information</p>
27.	Liability Cap (clause 25 of the Head Agreement):	s47G
28.	Indemnity (clause 26 of the Head Agreement):	clause 26 of the Head Agreement applies

29.	Standards and Codes (clause 8 of the Module Specific Terms):	Not Applicable
30.	Acquisition through a Reseller (clause 6.13 of the Module Specific Terms):	Not Applicable
31.	Project Management (clause 10.1 to 10.3 of the Module Specific Terms):	Not Applicable
32.	Agency Supplied Items (clause 10.10 to 10.12 of the Module Specific Terms):	Not Applicable
33.	Agency Assistance and responsibility for preparation of the premises/facilities (clauses 10 and 11 of the Module Specific Terms):	Not Applicable
34.	Technology threats (clause 11.6 of the Module Specific Terms):	Not Applicable
35.	Other:	Not Applicable

EXECUTED AS AN AGREEMENT

Executed as an agreement for and on behalf
of **Department of Social Services** (ABN 36
342 015 855) by its duly authorised delegate:

In the presence of:

s22

s22

.....
Signature of delegate

.....
Signature of witness

s22

s22

.....
Name of delegate (print)

.....
Name of witness (print)

.....
15/5/18

.....
15/5/18

.....
Date

.....
Date

Executed as an agreement by **The Trustee
for Forward It Unit Trust** (ABN 42 597 085
374) by its duly authorised delegate:

In the presence of:

s47G

s47G

.....
Signature of Authorised Representative

.....
Signature of Witness

s47G

s47G

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
15/05/2018

.....
15/05/2018

.....
Date

.....
Date

Contract Order Form – Annexure 2 (Charges and Payment)

1. DELIVERABLES AND CHARGES TABLE

Item Number	Deliverable	Unit Price (GST Exclusive)	Charges in Australian dollars (GST exclusive)
1	^{s47G} Microsoft Surface Pro Lte Core I5-7300u, 12.3", 8gb, 256g Ssd, 4g Lte, W10p, 2yr	^{s47G}	
2	^{s47G} Microsoft Surface Pro - Total 4yr Ehs (Rtb) Wty Upgrade		
3	^{s47G} Microsoft Surface Pro Keyboard Type Cover V2 - Black		
4	^{s47G} Microsoft Surface Pen V4 - Silver - Pressure Sensitivity 4096		
5	^{s47G} Microsoft Surface Docking Station. Surface Pro3, Pro4, Pro5, Laptop & Surface Book		
6	^{s47G} Microsoft Surface Ethernet Adapter - Usb 3.0 To Rj45 Gigabit Ethernet		
Subtotal			\$7,042.50
GST			\$704.25
Total (GST inclusive)			\$7,746.75

All Invoices to be sent to dss.invoices@invoices.fms.gov.au referencing PO: 90010054

- 1 Payment of Charges is subject to:
 - 1.1 provision of a correctly rendered invoice in accordance with **clause 11** of the Head Agreement; and
 - 1.2 if the invoice has not been reduced in accordance with an applicable reduction in Charges formula, the Agency's right to reduce the payment by the amount of any Service Credit in accordance with **clause 12** of the Head Agreement.
- 2 Subject to election by the Agency, in Item 15 of the Contract Order form, the formula for the reduction of Charges or application of a Service Credit referred to in paragraph 1 is set out below:

A credit of 1% of the total Contract value will be payable to the Agency for each Business Day the Contractor fails to comply with a delivery requirement specified in a Contract to a cap of 10% of the total Contract value.
- 3 For the purpose of reductions in Charges or credits to the Agency arising under the Contract, the Agency will calculate the amount due as a reduction or credit based on measurement of the Contractor's performance under the Contract and the formula referred to in paragraph 2.
- 4 Payments of Charges due under the Contract will be made to the Contractor in accordance with the Contract. Payment to the Contractor by the Agency is in full satisfaction of the Agency's payment obligations to the Contractor.

Contract Order Form – Annexure 1 (Statement of Work)

Deliverables	
Qty	Description
s47G	Microsoft Surface Pro Lite Core i5-7300u, 12.3", 8gb, 256g Ssd, 4g LTE, W10p, 2yr
	Microsoft Surface Pro - Total 4yr Ehs (Rtb) Wty Upgrade
	Microsoft Surface Pro Keyboard Type Cover V2 - Black
	Microsoft Surface Pen V4 - Silver - Pressure Sensitivity 4096
	Microsoft Surface Docking Station. Surface Pro3, Pro4, Pro5, Laptop & Surface Book
	Microsoft Surface Ethernet Adapter - Usb 3.0 To Rj45 Gigabit Ethernet

Specific Contract Terms

Site Preparation [clause 11 of the Module Specific Terms] – Not Applicable

Acceptance Criteria [clause 10 of the Head Agreement] – Not Applicable

Acceptance Testing [clause 10 of the Head Agreement] – Not Applicable