

Summary Document For Viewing ONLY

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

**IT IS BROWSABLE ON-SCREEN ONLY AND IS ONLY PROVIDED
FOR YOUR INFORMATION - TO HELP YOU DECIDE WHETHER TO
PARTICIPATE IN THIS RFT AND THEN BECOME A PROSPECTIVE
TENDERER**

Please read and Note:

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

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

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

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

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

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

DmAX Lite Software

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



**NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce**

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

Request for Tender 0701797

Student Email Service Replacement

for

NSW Department of Education & Training (DET)

Tender Issue Date: 20 November 2007

Closing Date: 18 December 2007

Closing Time: 9:30 am Sydney Time

Note: In order to respond to this RFT tenderers must have a current license for DMax Lite software. Licenses can be purchased through NSW Procurement | eBusiness Solutions SupportDesk at:

eBS_SupportDesk@commerce.nsw.gov.au or 1800 003 985

at a cost of \$110 (inclusive of GST) (representing the DecisionMax license fee). This provides 12 months unlimited application to any Tender formatted in TenderMax Pro. It is anticipated that most RFTs released by the SCCB will be in this format.

Alternatively, in downloading this RFT you can follow the prompts to confirm your request and purchase of the DMax Lite software and be issued with your Digital Registering Key to commence preparing your tender submission in the appropriate format.

COPYRIGHT

This Request for Tender document ("RFT") has been prepared by NSW Procurement – Contracting Services for the State Contracts Control Board for and on behalf of the Crown in right of the State of New South Wales. This RFT is protected by Crown copyright.

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

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

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

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7504
Fax: (02) 9372 7533

PART A Tender Conditions - The Requirement and Specifications 4

1.	Outline Description of the Requirement	4
1.1	Introduction	4
1.2	Outline of the Requirement	4
1.3	Procurement Objective	4
2	Summary information for tenderers.....	4
2.1	Interpretation	4
2.2	Structure of Request for Tender	4
2.3	Contact Officer	5
2.4	Tender briefing	5
2.5	Nature and duration of agreement	6
2.6	Not Used	6
2.7	Eligibility to tender	6
2.8	Other Eligibility Requirements	7
3.	Submission of Tenders	7
3.1	General instructions for submission of Tenders	7
4.	Evaluation of Tenders	7
4.1	General	7
4.2	Selection criteria	7
5.1	Price Schedule	8
5.2	Calculating the Tender Price	8
5.3	Price Variation.....	8
5.4	GST Free or Input Taxed Supplies	10
5.5	Project Plan.....	11
5.6	Minimum Tender validity period.....	11

PART B Tender Conditions -The Tender Process..... 12

6.	Definitions of terms used in Parts A-C	12
7	Tender Process – General	13
7.1	Conformity of Tenders	13
7.2	Prescribed form of Tender	14
7.3	General instructions for completion of Tenders	14

7.4	Tenderers to inform themselves	15
7.5	Addenda to RFT.....	16
7.6	Late Tenders.....	16
7.7	Extension of the Closing Date and Time	16
8.	Tender Process – Submission of Tenders	16
8.1	Electronic Tenders to the NSW Department of Commerce <i>eTendering</i> website	16
9.	Tender Process – Evaluation of Tenders	17
9.1	Variation of Tenders.....	17
9.2	Corrupt or unethical conduct.....	18
9.3	Exchange of information between government agencies.....	19
10.	Outcomes	19
10.1	Acceptance or rejection of Tenders	19
10.2	Negotiations before determination of outcome.....	20
10.3	Post Tender negotiations in the event all Tenders are rejected	20
10.4	Custody of Tenders after receipt	20
10.5	Ownership of Tenders.....	20
10.6	Discontinuance of the Tender process	21
10.7	Notification of outcome	21
10.8	Complaints	21
10.9	Entry into agreement.....	21
10.11	Monitoring of Contractor Performance.....	21
	ANNEXURE 1 TO PART B (Disclosure of Information).....	22

PART A Tender Conditions - The Requirement and Specifications

1. Outline Description of the Requirement

1.1 Introduction

This Request For Tender ("RFT") is made by the State Contracts Control Board ("the Board") for the supply of the Deliverables defined in this RFT and detailed in the Specification.

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

1.2 Outline of the Requirement

This RFT covers the provision of a student email service replacement for the NSW Department of Education and Training (DET) for the period 1 July 2008 to 30 June 2011.

DET provides all NSW government school and TAFE students with an email service as part of an initiative announced by the NSW Premier in November 2000.

The continued provision of a student email service is a vital component of DET's ICT Strategy 2006 -2008.

The student email service is expected to be available 24 hours per day, 365 days per year excluding agreed maintenance periods. The following table summarises system availability expectations.

Description	Time	Expected System Availability
High availability period	7:30am – 10:30pm	>= 99.8% *
Other available period	10:30pm – 7:30am	>= 99% *

* Excludes agreed maintenance periods

1.3 Procurement Objective

The objective of this RFT is to put in place a contract for the provision of student email service, as outlined in Part E of this RFT, for the NSW Department of Education and Training (DET).

2 Summary information for tenderers

2.1 Interpretation

2.1.1 Definitions of terms used in Parts A-C are contained in cl.6 of Part B.

2.2 Structure of Request for Tender

2.2.1 This Tender is structured in the TenderMax Pro format.

TenderMax Pro is an e-sourcing application designed to fully automate the traditional paper-based tendering process introducing best practice processes in Electronic Tender production, submission and evaluation

2.2.2 This RFT is made up of four Parts as follows:

Formatted: Bullets and Numbering

Tender Conditions

Part A: The Requirement and Specification;

Part B: The Tender Process;

Response to be completed by Tenderer

Part C: Tender Response, to be completed by the Tenderer and comprising:

- Part C1 Vendor Information
- Part C2 Capacity to Perform the Agreement
- Part C3 Price Schedule
- Part C4 Risk Schedule, Response to Part D
- Part C5 Compliance with Specification
- Part C6 Acknowledgement & Confirmation of Tender.

Conditions of Contract

Part D: Procure IT

Specifications

Part E: Requirements

Part C and other responses, once completed forms the Tender, and is to be submitted in accordance with Parts A, B, D and E.

2.3 Contact Officer

2.3.1 Refer requests for information or advice regarding this RFT to:

Name: Ian Robinson
Phone: 02 9372 9057
Fax: 02 9372 7633
E-mail: ian.robinson@commerce.nsw.gov.au

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

2.4 Tender briefing

2.4.1 A Tender briefing will be held on the date, and at the time and place listed below. The Contact Officer or another officer of NSW Procurement – Contracting Services will be available at that time to answer any queries regarding this RFT and the tender process generally.

Meeting details are:

Date of Meeting: Tuesday 4 December 2007

Time: 9.30am-10.30am

Location: Department of Commerce, McKell Building, 2-24 Rawson Place, Sydney NSW 2000

Prospective tenderers are to confirm their attendance at the Tender briefing via email to the above mentioned Contact Officer, no later than 5.00pm on 30 November 2007. Included in your confirmation email will be the following:

- Reference to this RFT No. 0701797.
- Company name.
- Number of people attending.
- Names and respective position titles of the people attending.

Attendance is at the prospective tenderer's option and expense, and is strongly recommended. It is also expected that all tenderers will have thoroughly read this RFT document prior to the briefing.

2.5 Nature and duration of agreement

- 2.5.1 The Requirement is to be met by an agreement between the Principal and the successful tenderer on the terms specified in Part D.
- 2.5.2 The agreement will be for a term of three (3) years and may be extended by a further term of two (2) years.

2.6 Not Used

Deleted: ¶

2.7 Eligibility to tender

- 2.7.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Board will only contract with the relevant legal entity or entities.
- 2.7.2 The Board may submit any financial information provided by the tenderer for independent financial assessment of the Tenderer's business.
- 2.7.3 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.
- 2.7.4 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.
- 2.7.5 If the Board judges the tenderer's financial position to be marginal, the Board reserves the right to make acceptance of any Tender conditional upon the tenderer entering into a bank or parent company guarantee, or an unconditional performance bond in a form satisfactory to the Board.
- 2.7.6 Tenderers must read, understand and comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below. Tenderers must disclose any potential conflict of interests (including any relevant relationships) in the Tender Response.

Deleted: ¶

The Board will consider any disclosure and will only enter into an agreement with tenderers that do not have improper conflict of interests. If the Board becomes aware of improper conflict of interests by a successful tenderer at the time an agreement has already been entered into the Board reserves the right to terminate the agreement.

<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm#commerce>

2.8 Other Eligibility Requirements

- 2.8.1 The Board will not enter into an agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, Tenderers must be registered for GST and state their ABN in their Tender Response.
- 2.8.2 Tenders from Tenderers that do not have an ABN and/or are not registered for GST, such as Tenderers commencing business in Australia, may be considered at the Board's discretion if the Tenderer demonstrates that it will obtain an ABN and GST registration before entering into an agreement with the Board. Such Tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender Response.

3. Submission of Tenders

3.1 General instructions for submission of Tenders

- 3.1.1 A Tender must be fully received by the Closing Date and Closing Time.
- 3.1.2 In order to prepare and lodge a response, tenderers must have a current license for the DMax Lite software being used. DMax Lite is the application required to participate and respond to any RFT published in the TenderMax Pro format.
- 3.1.3 A Tender must be lodged into the designated tender box/es, and may be lodged by:
 - a) **electronic lodgement** to the **electronic tender box for this RFT**, in accordance with Section 8 of this RFT, through the NSW Department of Commerce eTendering website at:

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

Locate the web page for RFT 0701797, and follow the instructions, to lodge the tender through the blue LODGE A RESPONSE link.

4. Evaluation of Tenders

4.1 General

- 4.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 4.1.2 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.
- 4.1.3 If any criterion or sub-criterion is stated to be "mandatory" a failure by the Tender to fully comply with that criterion or sub-criterion will result in automatic exclusion of the Tender without further consideration. Mandatory criteria include those in which mandatory language such as "must" or "shall" is used.

4.2 Selection criteria

- (a) Price.

- (b) Capacity to perform the agreement.
- (c) Compliance with proposed conditions of the agreement, as stated in Part D.
- (d) Compliance with NSW Government procurement policy and other applicable NSW Government policies.
- (e) Compliance with relevant legislation and standards.
- (f) Compliance with requirements.
- (g) Compliance with proposed service levels.

Note: Short-listed tenderers may be required to give a presentation outlining their capabilities and plans on the above aspects as part of the selection process. Site visits may be conducted at the direction of the tender evaluation team.

5. PREPARATION OF TENDER - PRICE SCHEDULE AND PROJECT PLAN

5.1 Price Schedule

- 5.1.1 Complete the Price Schedule at Part C3.

5.2 Calculating the Tender Price

- 5.2.1 The Tender Price must:
 - (a) be in Australian dollars;
 - (b) cover all costs of performing the agreement, including packing and delivery (if applicable);
 - (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders;
 - (d) include all costs associated with the preparation and submission of the Tender;

5.3 Price Variation

- 5.3.1 The tenderer may determine the Tender Price on the basis of one or more of the four options below. The tenderer will be asked to indicate which option(s) is or are selected in Part C.
 - (1) Firm for the entire duration of the agreement ____ () months plus ____ () month optional extension period.
 - (2) Firm for the first twelve (12) months of the term of the agreement] then subject to review at the end of that period and each twelve (12) months, including for any extension period following based on variations in **rates of exchange**.
 - (3) Firm for the first twelve (12) months of the term of the agreement then subject to review at the end of that period and each twelve (12) months, including for any extension period following based on variations in **labour and material factors**.

- (4) Firm for the first twelve (12) months of the term of the agreement] then subject to review at the end of that period and each twelve (12) months, including for any extension period following based on **Consumer Price Index (CPI)**.

5.3.2 If option (2) is selected, variation on the basis of exchange rates will be as follows:

Exchange Rates

- (i) If the Tender Prices are variable only in respect of rates of exchange, the actual difference between rates paid and the rates upon which the Tender was based will be allowed subject to production of satisfactory documentary evidence.
- (ii) Tenderers are to nominate the foreign currency and associated exchange rate based on the Westpac Bank's relevant selling rate as published in the Sydney Morning Herald seven days prior to the Closing Date and Time.
- (iii) The nominated exchange rate will be used as the basis for any future price variation request.

5.3.3 If option (3) is selected, variation will be on the basis of the following formulae.

Labour and Material Factors

$$CP = CPo \times \left(\frac{0.1 + Y(L)}{Lo} + \frac{Z(M)}{Mo} \right)$$

Where:

CP = Current Contract Price.

CPo = Contract Price at start date.

Y = The Labour Factor, expressed as a decimal, being the proportion of the Contract Price subject to variation by labour costs.

L = The Weekly Award Rate of pay, or the Effective Award Hourly Rate (EAHR) calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the agreement/s [make singular or plural, as appropriate], most recently published at the date of application for price variation.

Lo = The Weekly Award Rate of pay, or the EAHR calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the agreement/s [make singular or plural, as appropriate], most recently published at twenty-one days before tender closing.

Z = The Materials Factor, expressed as a decimal, being the proportion of the agreement price subject to price variation by materials costs.

M = Materials Cost Index most recently available at the date of application of price variation.

Mo = Materials Cost Index, corresponding to the index used for "M", most recently available twenty-one days before tender closing date.

Note: Y (Labour Factor) and Z (Material Factor) must be expressed as a decimal and together, must total 0.9.

EAHR Formula:

Tenderers may elect to use, instead of the weekly award rate of pay in the above formula, an "Effective Award Hourly Rate" (EAHR) which is determined by the following formula. If the award rate of pay is nominated for L and Lo, then this formula does not apply.

$$\text{EAHR} = \frac{\text{AW}}{\text{HW}} \times \frac{(52 + \text{LL})}{(52 - \text{LA})} \times (1 + \text{WC} + \text{PT} + \text{S})$$

Where:

AW = Weekly award rate of pay for the labour primarily engaged in the agreement/s [make singular or plural, as appropriate], including industry allowances and site-specific allowances approved by the appropriate State or Commonwealth Authority.

HW = Award hours per week.

LL = Award annual leave loading (expressed as a decimal) multiplied by the number of days paid recreation leave covered by the award divided by 5.

LA = Award leave allowance divided by 5.

WC = The recommended rate (expressed as a decimal) of contribution of Workers Compensation in accordance with the relevant legislation.

PT = Payroll tax percentage (expressed as a decimal).

S = Rate of employer's superannuation as a percentage of the employees' wages in accordance with the relevant award (expressed as a decimal).

5.3.4 If option (4) is selected, variation will be on the basis of the following formulae.

CPI Option

$$\text{RP} = \text{OP} \times \frac{\text{L}}{\text{Lo}}$$

(Note: * = means multiplication)

Where:

RP = Revised Contract Price.
 OP = Original Contract Prices.
 L = CPI at price variation date.
 Lo = CPI at the Base Date.

5.4 GST Free or Input Taxed Supplies

Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the agreement.

5.5 Project Plan

- 5.5.1 Tenderers are to provide a project plan, to be attached to their Tender, detailing how and when the Deliverables would be supplied under the agreement. If advance or progress payments are required, tenderers are to include details of these in the project plan, together with milestones against which such payments are to be made.

5.6 Minimum Tender validity period

- 5.6.1 Tenders must remain open for acceptance for a period of at least six (6) months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

PART B Tender Conditions -The Tender Process

6. Definitions of terms used in Parts A-C

- 6.1** Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below. Note the defined terms below will not all necessarily appear in this RFT.

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

“Addendum” means an addendum or addition to this RFT made by the Board before the Closing Date and Time under cl. 7.5.

“Alternative Tender” means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

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

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of Departments and other public sector agencies ; and
- On-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

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

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The code can be viewed and downloaded from:

http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions of Part D, and
- (d) conforms to all of the other requirements of this RFT.

“Contractor” means the tenderer as a party to the proposed agreement.

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

“Government Businesses” means in general, entities which:

- (a) have some form of public sector ownership;
- (b) are engaged in trading goods and/or services;
- (c) have a large measure of self sufficiency; and
- (d) are subject to Executive control.

In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

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

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

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

“**Late Tender**” means a Tender received after the Closing Date and Time for tenders and includes a Tender, which is only partly received by the Closing Date and Time.

“**Non-Conforming Tender**” means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not substantially conform to any one or more of the terms and conditions of Part D, including a Tender which seeks to substantially qualify or amend these conditions, or
- (d) does not conform to any of the other requirements of this RFT.

“**OHS&R**” means occupational health, safety and rehabilitation.

“**On Request Items**” means any Deliverables nominated as On Request Items.

“**Price**” includes a price expressed as a lump sum or a rate per unit of quantity, calculated in accordance with cl.5.3.

“**Price Schedule**” means the list of Deliverables offered by the tenderer, together with the corresponding pricing information. The Price Schedule forms, or is to be attached to, Part C3 of the RFT.

“**Principal**” means the party named as Principal in the proposed agreement.

“**Requirement**” means the requirement for the Deliverables to be met by the Tender, outlined in cl.1 of the RFT and detailed in the Specification.

“**RFT**” means the Request for Tender.

“**Specification**” means the detailed description of the required goods and services or goods or services contained in Annexure 1 to Part A.

“**NSW Procurement – Contracting Services**” means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“**Tender**” means the offer to supply the Deliverables submitted in response to the RFT.

“**Tender Price**” means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable.

7 Tender Process – General

7.1 Conformity of Tenders

- 7.1.1 The Board seeks Conforming Tenders.
- 7.1.2 Non-Conforming Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 7.1.3 Tenderers may, if they choose, submit an Alternative Tender. Tenderers are encouraged to offer options or solutions that contribute to the Principal's ability to carry out its business in a more cost-effective manner.
- 7.1.4 Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender.
- 7.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.
- 7.1.6 An Alternative Tender must be clearly marked "Alternative Tender".
- 7.1.7 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
 - (a) Any Alternative Tender or part of an Alternative Tender, where submitted with a Conforming Tender; and
 - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.

7.2 Prescribed form of Tender

- 7.2.1 The Tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.
- 7.2.2 The Tender will be taken to be for the supply of the Requirement on the terms and conditions stated in Part D except to the extent that these are amended by the Tender.

7.3 General instructions for completion of Tenders

- 7.3.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 7.3.2 Tenderers must complete ALL of Part C of this RFT, as directed and must not amend any of the questions provided.
- 7.3.3 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 7.3.4 All tenders must be provided in the TenderMax Pro format, using DMax Lite software, and Part C must be included in one or more files with an extension of *.dtr.
- 7.3.5 Product samples, models and other supporting items that are required to be delivered must be identified in the tender and delivered in accordance with arrangements made with the Contact Officer before lodgement of tender.

7.4 Tenderers to inform themselves

7.4.1 Before submitting its Tender, a tenderer must:

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

7.4.2 The following must be considered:

- (a) The eTendering system is at peak use on the morning prior to Tenders closing.
 - 1) Due to communication traffic via this means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
 - 2) When lodging through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
- (b) The NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In this case Tenderers may break down the lodgement into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3. A tenderer is referred to cl. 8.1.4(b) for instructions as to compressing electronically submitted Tenders.
 - (1) If submitting an electronic tender with supporting items:
 - a) The complete Tender, including the required supporting items unless otherwise directed, must be submitted by Closing Date and Closing Time, and
 - b) Supporting items should be clearly designated as "Supporting Items to..." the RFT to which they relate.
 - c) Supporting items not required to be lodged as part of the initial Tender by the RFT should not be lodged in the tender box, and arrangements should be made with the Contact Officer.

7.4.3 A tenderer is not required to provide multiple copies of a Tender. Any "Alternative Tender" under clause 7.1 must be attached to the Conforming Tender at Part C of this RFT.

7.4.4 If a tenderer provides multiple lodgements, the latest tender received in a NSW Department of Commerce Tender Box will be the tender evaluated.

7.5 Addenda to RFT

- 7.5.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.
- 7.5.2 In each case, an Addendum becomes part of the RFT.
- 7.5.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any addenda were issued prior to closing date, even if a tender has already been submitted. They must obtain a copy of all addenda as given in clause 7.5.4 or 7.5.5 as applicable.
- 7.5.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.
- 7.5.5 Failure to complete tender response 21.7 in Part C may result in your tender not being considered.

7.6 Late Tenders

- 7.6.1 In accordance with the requirements of the [NSW Government Code of Practice for Procurement](#), Late Tenders will not be considered except when the Board is satisfied that the delay is not the fault of the tendering party.

7.7 Extension of the Closing Date and Time

- 7.7.1 The Board may, in its discretion, extend the Closing Date and Time.

8. Tender Process – Submission of Tenders

8.1 Electronic Tenders to the NSW Department of Commerce *eTendering* website

- 8.1.1 A tenderer is required, to lodge its Tender electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>. A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.
- 8.1.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.1.3 A tenderer must follow the following directions:
 - (a) RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" link on the web pages for the RFT.
 - (b) To lodge a Tender electronically, the files containing the Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue "Lodge a Response" link, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT.
- 8.1.4 A tenderer must observe the following format for lodgements:

- (a) An electronically lodged Tender must be lodged in a file format required by the RFT.
 - (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
 - (d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system, as detailed on the NSW Department of Commerce *eTendering* website
- 8.1.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 8.1.6 Electronically submitted Tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a Tender that cannot be effectively evaluated because it is incomplete or corrupt. Note that:
- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a Tender.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 8.1.7 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.
- (a) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

9. Tender Process – Evaluation of Tenders

9.1 Variation of Tenders

- 9.1.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, subject to cl.9.1.2, vary its Tender:
- (a) by providing the Board with further information by way of explanation or clarification;
 - (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the Tender negotiated under cl.10.2 of this Part.
- 9.1.2 Such a variation may be made either:
- (a) at the request of the Board, or

(b) with the consent of the Board at the request of the tenderer;

but only if,

(c) in the case of variation requested by the tenderer under cl.9.1.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or

(d) in the case of variation under cl.9.1.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.

9.1.3 If a Tender is varied in accordance with cl. 9.1.1(a) or (b), the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

9.1.4 A variation of a Tender under cl. 9.1.1 will not be permitted if in the Board's view:

(a) it would substantially alter the original Tender; or

(b) in the case of variation under cl.9.1.1(a) or (b), it would result in the revising or expanding of a Tender in a way that would give a tenderer an unfair advantage over other tenderers.

9.2 Corrupt or unethical conduct

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

(a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, the Client Agency or the NSW Government in connection with this RFT or the submitted Tender;

(b) committed corrupt conduct in accordance with the provisions of the *Independent Commission Against Corruption Act 1988*, or

(c) a record or alleged record of unethical behaviour,

(d) not complied with the requirements of Commerce Business Ethics Statement available at:
<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>

(e) Not complied with the NSW Department of Education and Training (DET) Statement of Business Ethics found in the link below:

<https://www.det.nsw.edu.au/doingbusiness/index.htm>

this may result in the Tender not receiving further consideration.

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

9.3 Exchange of information between government agencies

- 9.3.1 Lodgement of a Tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 9.3.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication.
- 9.3.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 9.3.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a Tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this cl. 9.3.
- 9.3.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.
- 9.3.6 During the course of the agreement, the successful tenderer's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunities for NSW government work being restricted or lost.

10. Outcomes

10.1 Acceptance or rejection of Tenders

- 10.1.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with cl. 7.1, any Alternative Tender or other Non-Conforming Tender.
- 10.1.2 The Board is not bound to accept the lowest or any Tender.
- 10.1.3 If the Board rejects all the Tenders received it may:
 - (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
 - (b) conduct post-tender negotiations in accordance with cl. 10.3.

10.2 Negotiations before determination of outcome

- 10.2.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 10.2.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

10.3 Post Tender negotiations in the event all Tenders are rejected

- 10.3.1 If the Board rejects all Tenders on the basis that all Tenders are Non-Conforming, but considers that conformity with the requirements of this RFT is achievable, it may enter into negotiations with the least non-conforming tenderer with a view to achieving a Conforming Tender and entering into an agreement. If such negotiations are unsuccessful the Board may then enter negotiations with the next most acceptable tenderer. This process may be repeated with each of the rejected Tenders in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any tenderer.
- 10.3.2 The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation. Negotiations will not seek to play off tenderers' prices against other tenderers' prices.

10.4 Custody of Tenders after receipt

- 10.4.1 All tenders lodged are kept in a NSW Department of Commerce Tender Box, which is a secure tender box, until after the Closing Date and Closing Time.
- 10.4.2 Tenders lodged electronically to the NSW Department of Commerce Tenders website will be treated in accordance with the *Electronic Transactions Act 2000* (NSW) and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.
 - (a) On receipt of Tenders lodged electronically to the NSW Department of Commerce *eTendering* website, Tenders are encrypted and stored in a secure "electronic tender box."
 - (a) For reasons of probity and security, NSW Department of Commerce is prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
 - (b) The e-mail receipt that is sent to the Tenderer after successfully uploading and lodging the Tender electronically is the only evidence of Tender lodgement provided.

10.5 Ownership of Tenders

- 10.5.1 All Tenders become the property of the Board on submission.
- 10.5.2 The Board may make copies of the Tenders for any purpose related to this RFT.

10.6 Discontinuance of the Tender process

- 10.6.1 Where the Board determines that awarding a contract would not be in the public interest, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 10.6.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

10.7 Notification of outcome

- 10.7.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.

Formatted: Bullets and Numbering

10.8 Complaints

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

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

10.9 Entry into agreement

- 10.9.1 The Board may enter into an agreement with the successful tenderer either by letter of acceptance or by execution of a formal agreement in terms of Part D. If the Board chooses to proceed by way of formal agreement it will indicate in any notification of acceptance that such acceptance will be formalised by execution of a formal agreement.

10.10 Disclosure of information concerning tenderers and outcome of the tender process

- 10.10.1 Details of tenderers and the outcome of the tender process may be disclosed in accordance with the NSW Government Tendering Guidelines, available at:
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>

An outline of these requirements can be found in Annexure 1 of Part B of this RFT.

10.11 Monitoring of Contractor Performance

- 10.11.1 During the course of the agreement the Contractor's performance will be monitored and assessed. For details refer to the NSW Government Procurement Guidelines on Service Provider performance management which is available on request from the Contact Officer, the NSW Department of Commerce or can be viewed and downloaded from
<http://www.ogp.commerce.nsw.gov.au/NR/rdonlyres/eucuz2722qdb54776cyhkw7ntoj4cpiw5iga5ztwvtvjethi2xjujwd4zrgsfte4cye7lgoqtlf4wxywdioutedaph/Service+Provider+Performance+Management.pdf>

ANNEXURE 1 TO PART B (Disclosure of Information)

Disclosure of information concerning tenderers and outcome of the tender process

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 10.10.1 and found at <http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>, the following **tender information** is required to be disclosed -

Tender Type	Level of disclosure	Basis of disclosure
For all public calls for tender, expressions of interest or other such public calls which may result in a contract with the private sector.	As a minimum: a concise description of the proposed works, goods or services the subject of the tender call; the date responses to the tender call close and where responses are lodged; and location of the tender call documents. The names and addresses of all entities which submit responses.	Routine public disclosure at the time tender calls are advertised. Routine public disclosure within 7 days of the date tender calls closed.
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 10.10.1 above, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
Class 1 contracts All government contracts with estimated value \$150,000 or above).	(a) The name and business address of the contractor; (b) Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract; (c) The date on which the contract became effective and the duration of the contract; (d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract; (e) The estimated amount payable to the contractor under the contract; (f) A description of any provisions under which the amount payable to the contractor may be varied;	Routine public disclosure within 60 days after the contract becomes effective.

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

--	--	--

3. Requests for disclosure of additional contract information

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

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

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

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

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

5. Confidential information

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

- the commercial-in-confidence provisions of a contract (as defined in schedule 3 to the Freedom of Information Act) (the contractor's financing arrangements; the contractor's cost structure or profit margins; the contractor's full base case financial model; any intellectual property in which the contractor has an interest; or any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.);
- details of any unsuccessful tender;
- any matter that could reasonably be expected to affect public safety or security; or
- information which would be exempt from disclosure if it were the subject of an application under the Freedom of Information Act.

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

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



RFT Number 0701797

PART E

Student Email Service Replacement Requirements

Table of Contents

1	Introduction.....	3
2	Background and current status.....	3
3	Solution Expectations	4
4	Requirements.....	4
4.1	Email Service Experience.....	4
4.2	System.....	4
4.2.1	Connectivity with DET systems	4
4.2.2	Consumption Model	4
4.2.3	Account Provisioning	5
4.2.4	Email client	5
4.2.5	Security and Auditing	5
4.2.6	Archiving	6
4.2.7	Capacity	6
4.2.8	Quotas and message sizes	6
4.2.9	Email Domain Names	7
4.2.10	Antivirus Software	7
4.2.11	Anti-spamming and Anti-phishing software	7
4.2.12	Content Filtering service	7
4.2.13	Email service recovery	7
4.2.14	Mailbox restore	7
4.2.15	Vendor Architecture	8
4.2.16	Student Group communication	8
4.3	User Features	8
4.3.1	Basic Presentation Features	8
4.3.2	Accessibility	8
4.3.3	Email Functionality	9
4.4	Additional Features	9
4.5	Operations and Management Requirements	9
4.5.1	Support	9
4.5.2	Response Times	9
4.6	On Line Help	9
4.6.1	Content	9
4.6.2	Features	10
5	Billing.....	10
6	Management Reporting and Monitoring	10
6.1	Scope of reporting	10
6.2	Reporting	10
6.2.1	Reporting Details	10
6.3	Monitoring	10
6.3.1	System monitoring tool	10
6.3.2	System connectivity pulse	10
	Definition of Terms	11
	Appendix A.....	12
	Appendix B.....	13

1 Introduction

This part describes the requirements of the NSW Department of Education and Training (DET). Tenderers must specifically respond to the paragraphs in this section that contain the words Required, Highly Desirable or Desirable.

2 Background and current status

DET provides all NSW government school and TAFE students with an email service as part of an initiative announced by the NSW Premier in November 2000.

The continued provision of a student email service is a vital component of DET's ICT Strategy 2006 -2008.

The key features of the current student email service are:

- The current school and TAFE student email service is supplied by an external contractor.
- The service has been progressively rolled out to students in 2300 schools and 130 TAFE colleges over the past three years.
- The email system has two DET owned domain names for school and TAFE student email:
 - @education.nsw.gov.au (school)
 - @tafensw.net.au (TAFE)
- There are approximately 1.2 million student email accounts consisting of 750,000 school student accounts and 450,000 TAFE student accounts
- All students have a mailbox that can store up to 35MB of a data.
- The current student mail stores occupy 755 GB of space in total.
- The email service allows messages, including attachments, up to 5MB in total to be sent or received
- The student email service, based upon Microsoft Exchange, is accessed via the Outlook Web Access (OWA) web based client only.
- Students can only access their email via a link in their user specific DET portal. The portal provides a centralised point for delivery of all DET services for students.
- The student's DET portal can be accessed both from within the DET Wide Area Network and remotely via the Internet.
- DET systems propagate email account creation and deletion.
- The current contractor puts a copy of all email correspondence into a secured shared staging area within their domain structure. DET takes the data and archives items as required into the DET data warehouse to meet record management requirements.

Note: A summary of recent student email usage for Terms 1, 2 and 3 can be provided to tenderers. This information is “Commercial and in Confidence” and will be provided only after a tenderer has signed a confidentiality agreement.

3 Solution Expectations

The student email service is expected to be available 24 hours per day, 365 days per year excluding agreed maintenance periods. The following table summarises system availability expectations.

Description	Time	Expected System Availability
High availability period	7:30am – 10:30pm	>= 99.8% *
Other available period	10:30pm – 7:30am	>= 99% *

* Excludes agreed maintenance periods

Note: The timing of scheduled outages will be at the discretion of the DET and will normally be out of high availability periods.

4 Requirements

4.1 Email Service Experience

Required: Tenderers must provide details of their experience as an email service provider. In particular the ability to:

- maintain a large user base
- implement proactive strategies to manage threats associated with a large email service
- scale the services being tendered

4.2 System

4.2.1 Connectivity with DET systems

Required: The tenderer will provide private communication links with DET that are:

- dedicated and redundant
- scalable up to 10Gbps
- load balanced
- Initially configured to 1Gbps and increased at DET request as usage grows.

4.2.2 Consumption Model

Students will access the email service via their DET portal. The user will initiate a login with the DET portal and will create a personalised session. Email will be presented as a Portlet. It will be the responsibility of the DET single sign-on service

to establish the connectivity with the email environment. It will not be possible to interact directly with the email environment without logging on to the Portal.

- 4.2.2.1 Required: The email software will be provided through a JSR 168 standard Portlet or alternate Portlet service.
- 4.2.2.2 Required: The email software will use the DET single sign-on service to authenticate users and integrate with this service via an encrypted handshake style protocol.
- 4.2.2.3 Highly Desirable: The Web based email client HTTP POST Login method must contain no other dynamic parameter values other than username and password.

4.2.3 Account Provisioning

DET's identity management system will be responsible for the creation and management of user accounts. The core function is to allocate a unique username and manage the users core identity attributes. It is the intention that the creation or deletion of the student email accounts will be provided by a message oriented interface with the email system.

- 4.2.3.1 Required: DET will manage account creation and deletion via a message oriented interface such as a web service.
- 4.2.3.2 Required: Whenever access rights or account details are changed on DET systems, these changes must be replicated within the vendor's system within acceptable timeframes noted in part C section 16.

4.2.4 Email client

- 4.2.4.1 Required: The web based client must be compatible with the DET supported browsers and operating systems noted in Appendix A. The vendor must also ensure that compatibility is maintained as the supported list changes in the future at no cost to DET.
- 4.2.4.2 Highly Desirable: The web based email client will be compatible with and operate on **all** contemporary browsers for the duration of the contract at no additional cost to DET.
- 4.2.4.3 Highly Desirable: It is desirable that the web based client be user customisable with the ability for the user to reset to a standard template.

4.2.5 Security and Auditing

- 4.2.5.1 Required: Tenderers must either:
 - a) Provide evidence of certification to compliance with security described in ISO 27001 and ISO 17799 Information Security Standards documents.
 - or

b) Provide evidence that they can meet DET security and audit requirements by responding to all items noted in the reference document. The completed document must then be submitted as part of the tender response.

4.2.5.2 a) Required: Tenderers must provide details of their proposed data storage location(s) and their security administration management model for this data.

b) Highly Desirable: Student email data storage and security administration will be kept wholly within Australia.

4.2.6 Archiving

Required: Tenderers must be able to provide a regular copy of email correspondence, in an agreed format acceptable to DET, into a secured shared staging area for the purpose of access by DET for archiving.

4.2.7 Capacity

4.2.7.1 Required: The email system will have the capacity to cater for 1.3 million mailboxes.

4.2.7.2 Required: The initial physical capacity must be able to cope with current usage patterns noted in Section 2.

4.2.7.3 a) Required: The email system must have the capacity to cater for up to 2GB of logical storage per user as usage grows.

b) Required: Tenderers must include details for expansion capabilities and pricing schedules for additional storage up to 2GB of logical space per user.

4.2.8 Quotas and message sizes

4.2.8.1 Required: The system must allow for quota setting changes for users individually or by groups as requested by DET.

4.2.8.2 a) Required: When a user's mailbox first exceeds 90% of their quota they will receive a warning email. The warning email will continue to be delivered daily whilst the mailbox capacity remains above 90%.

b) Required: When a user's mailbox has reached 100% of its capacity the user will not be able to send email. The sender will receive a warning message. Users will continue to be able to receive email.

4.2.8.3 Required: Initially the system must allow messages to be sent and received that are 5MB including attachments. DET will have the ability to specify changes to the maximum message size as the need arises.

4.2.9 Email Domain Names

Required: The tenderer must use the DET supplied domain names (as noted in section 2) for the student email service. DET will be responsible for providing the domain names to the successful tenderer.

4.2.10 Antivirus Software

Required: The email service will use contemporary antivirus software to scan emails and attachments to intercept known computer viruses. Tenderers must provide details of proposed antivirus software and the intended update and upgrade strategy for this product.

4.2.11 Anti-spamming and Anti-phishing software

Required: The email service will use contemporary anti-spamming and anti-phishing software to intercept and block spam emails. Tenderers must provide details of proposed anti-spam and anti-phishing software and the intended update and upgrade strategy for this product. Users must also have the ability to manage their own spam filters as noted in user features 4.3.3.

4.2.12 Content Filtering service

4.2.12.1 Required: The subject and contents (including attachments) of all emails will be scanned for inappropriate content. Tenderers must provide details of software to be used for content filtering, the features available to be implemented and the intended update and upgrade strategy for this product. DET will provide and maintain a list of inappropriate words/terms to be used for text filtering.

4.2.12.2 Required: The system will provide the ability to block files/attachments with particular file extensions defined by DET.

4.2.13 Email service recovery

Required: Tenderers must provide details of the service recovery strategy that will be employed in their proposed solution.

4.2.14 Mailbox restore

Required: A 30 day online recovery must be available at DET request after a mailbox is deleted.

4.2.15 Vendor Architecture

Required: Tenderers will provide detailed architectural specifications for the system they are tendering including the details of all hardware and software to be used.

4.2.16 Student Group communication

DET will reserve the right to determine whether system distribution lists are created within the vendor environment.

Required: DET will, as required, perform mass mail outs. The mail outs could be sent to students at schools, regions, colleges, or institutes and where necessary all students. The vendor solution must have the ability to process high volume traffic from DET.

4.3 User Features

4.3.1 Basic Presentation Features

4.3.1.1 Required: Users will be provided with:

- Inbox folder
- Sent Items folder
- Drafts folder
- Trash/Deleted Items folder
- Personal Contacts folder
- Spam folder
- Spell checker
- Mailbox size information
- Unread Messages count
- Total number of messages count
- Number of messages in each folder

Users of the email service will not be presented with advertisements or pop ups of a commercial nature

4.3.1.2 Required: The Tenderer will at the request of DET, enable or disable any feature of the tendered solution not specifically listed above in section 4.3.1.1.

4.3.2 Accessibility

Required: The proposed email client must support access by students with disabilities. It is expected that in accordance with W3C WCAG 1.0 guidelines, AA level compliance as a minimum standard will apply. Tenderers should provide details regarding the compliance of their product.

4.3.3 Email Functionality

Required: Users must be able to:

- Send and receive email with/without attachments both to addresses within DET and outside over the internet.
- Forward and/or reply to email
- Delete email and any associated attachments to a deleted items/trash folder
- Create and maintain personal distribution lists
- Create and view email in html or plain text
- Mark items as spam and manage spam folder
- Import and export lists of contacts to a maximum number determined by DET
- Empty deleted items folder
- Recover items emptied from deleted items folder within a period of 7 days
- Search the mailbox for text content
- Create or Delete folders within their inbox and sent box.

In addition all outbound emails must contain a disclaimer. The wording will be provided by DET.

4.4 Additional Features

Required: Tenderers will detail all additional system and user features that the tendered email solution offers that may be enabled or disabled by the Department at no additional cost (such as the ability to automatically forward email to another account).

4.5 Operations and Management Requirements

4.5.1 Support

Highly Desirable: The vendor will provide 2nd and 3rd level support for the email service provided. This support will be available 24 hours per day 7 days per week.

4.5.2 Response Times

Required: The tenderers must provide their anticipated response times associated with their support services noted in section 4.5.1.

4.6 On Line Help

4.6.1 Content

Required: Tenderers will provide online help via a link on the email application that will give users access to help in relation to the use of the email application. The content of the online help must be kept current with the available email features. Approval must be given by DET for the initial help content and any subsequent changes

4.6.2 Features

Highly desirable: The online help will have an index and be 'keyword' searchable.

5 Billing

Required: Tenderers are to provide billing information on a monthly basis to DET. The information will be a softcopy emailed to a designated DET officer. The billing information will be sent by the 7th day of each month.

As a minimum the billing information will include:

- Invoice period start date
- Invoice period end date
- Details of billing calculations based on agreed pricing schedules
- Account number
- Invoice number
- Amount inc GST
- GST amount

6 Management Reporting and Monitoring

6.1 *Scope of reporting*

It is expected that **all** aspects of the email service should be eligible for report generation.

6.2 *Reporting*

6.2.1 Reporting Details

Required: The tenderer must provide detailed service performance and usage reports for DET. Indicative requirements are outlined in Appendix B.

6.3 *Monitoring*

6.3.1 System monitoring tool

Required: The tenderer must provide a system monitoring tool for DET use that provides real time performance information on the email system.

6.3.2 System connectivity pulse

Required: The tenderer must provide a regular system 'pulse' that confirms connectivity between DET and the vendor's system.

Definition of Terms

Term	Meaning
DET	Department of Education and Training
TAFE	Technical and Further Education
RFT	Request For Tender
ICT	Information Communication Technology
JSR	Java™ Specification Request
OWA	Outlook Web Access
Portlet	A pluggable user interface component that is managed and displayed in a web portal
W3C	World Wide Web Consortium
WCAG	Web Content Accessibility Guidelines
MB	Megabyte = 1024 KB
ISO	International Standards Organisation
GB	Gigabyte = 1024 MB
TB	Terabyte = 1024 GB
IDM	Identity Management System

Appendix A

DET Standard Operating Systems and Browsers as at September 2007

Operating System	Browser
Windows 2000	Internet Explorer 6
Windows XP SP2	Internet Explorer 6
Mac OS10.2	FireFox 1.5
Mac OS10.3	FireFox 1.5

Proposed but not yet supported

Operating System	Browser
Windows XP SP2	Internet Explorer 7
Windows Vista	Internet Explorer 7
Mac OS10.2	FireFox 2.0
Mac OS10.3	FireFox 2.0
Mac OS10.4	FireFox 2.0

Appendix B

Student Email Management Reporting Indicative Minimum Requirements

All reports will be provided electronically to DET via email. DET will provide a recipients list.

Report formats will be specified by DET and may include tables, lines graphs and bar charts.

Report frequencies determined by DET:

1. Email System Performance Report

- uptime of service
- total size of internet email
- average internet email size
- no. messages blocked (at external gateway)
- no. messages blocked (at internal gateway)
- Email system database sizes

Report to be distributed monthly.

2. Weekly Usage Report

The following information is required grouped by school regions and TAFE Institutes:

- Total number of emails sent by students to students / DET domains / internet
- % of students sending email to students / DET domains / internet
- % of staff sending email to staff / students / internet
- Distinct number of students sending emails

Report to be distributed weekly.

3. Student KPI and Usage Reports

- The vendor is to provide DET with the necessary system and / or email log files such that DET can use in-house data mining skills to produce student KPI, system usage and mail traffic reports as required.
- Log files to be supplied but and not limited to are:
 - SMTP log file. The log file will contain the sending and receiving student id, subject, size of message, etc.
 - Account Access log file. The log file will contain the student id, time of login, time of logout, etc.
- All files will be supplied to DET in a format to be specified.