

Green ICT clauses for inclusion in Contracts for Procurement of ICT Products and Services

Schedule for Services

NOTES:

1. These contract clauses have been developed to ensure that, in accordance with the [Commonwealth Procurement Guidelines](#), the environmental policies and criteria included in the approach to market for the Product are reinforced through the Contract entered into between the Contractor (ie the successful Tenderer under the RFT) and the procuring Agency.
2. It is recommended that these clauses be inserted into the Statement of Work / Statement of Requirements or as a Schedule to the Contract to specifically address Green ICT concerns. Not all clauses will be applicable to your procurement activity. The clauses cover many aspects of sustainability that may not be relevant to a particular circumstance. It is recommended that you incorporate appropriate clauses into your documentation.
3. Please seek clearance from your lawyers/legal area before releasing this Schedule's terms and conditions in proposed Contracts to the market as part of the request for tender documentation.

CLAUSE	COMMENTARY
1. INTRODUCTION	
1.1. Purpose and Scope	
1.1.1. The purpose of this Schedule and its Annexures is to describe the Services that the Contractor must provide in order to meet the Agency's environmental requirements under the Contract.	

The following table of Definitions should be the same as the RFT. If you update one, please ensure you update the other.

2. DEFINITIONS

Term/Abbreviation	Meaning
Data Centre	Means a building or portion of a building the primary function of which is to house a computer room and its support systems.
EEGO	Energy Efficiency in Government Operations
EMS	Environmental Management System
EPEAT	Electronic Product Environmental Assessment Tool
IEEE	Institute of Electrical and Electronics Engineers
MFD	Multifunction device
NATA	National Association of Testing Authorities
PSM	Protective Security Manual
RoHS	Directive 2002/95/EC on the Restriction of the Use of certain Hazardous Substances in Electrical and Electronic Equipment
WEEE	Waster Electrical and Electronic Equipment Directive

3. SCOPE OF SERVICES	
3.1. Compliance with Agency Environmental Policy Objectives/Environmental Management Systems.	
3.1.1. The Contractor must support the Agency's [Environmental policy objectives][Environmental Management System] by:	These clauses should be closely linked to the Agency's technical requirements.
3.1.1.1. complying with all relevant environmental legislation, regulations, policies and other initiatives as set out in the Customer Requirements (see Annexure C);	In the context of the specific product and/or service.
3.1.1.2. exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and	
3.1.1.3. monitoring, reporting and reviewing achievements against the objectives and targets developed under clause 3.1.1.2;	
3.1.1.4. assisting the Agency to develop an environmentally aware business culture.	
3.2. Requirements	
3.2.1. The Contractor must provide the Products [and Services] as specified at Annexure A to this Schedule of Services.	

<p>3.2.2. The Contractor must maintain or improve the Product's energy consumption specifications to the level detailed in [reference to details of product specifications] for the Term of the Contract.</p>	
<p>3.2.3. The Contractor must ensure that:</p>	
<p>3.2.3.1. all Products provided by the Contractor meet or exceed the Energy Star Standards for that Product or such other standards notified by the Agency from time to time to the extent that:</p> <p>3.2.3.1.1. such standards are consistent with this Schedule and the Contract; and</p> <p>3.2.3.1.2. the Product is covered by the current version of Energy Star Standards;</p>	
<p>3.2.3.2. all Products provided by the Contractor meet or exceed ISO 14001 standards (to the EPEAT (Silver) level or equivalent rating) for that Product or such other standards notified by the Agency from time to time to the extent that:</p> <p>3.2.3.2.1. such standards are consistent with this Schedule and the Services Contract; and</p> <p>3.2.3.2.2. the Product is covered by ISO 14021 or ISO 14024 standards (to the level of EPEAT (Silver) or equivalent rating); and</p>	
<p>3.2.3.3. the Energy Star Standards and ISO 14021 or ISO 14024 standards (to the level of EPEAT (Silver) or equivalent) or such other standards as notified by the Agency are maintained during the Term of the Contract in accordance with the most current version of those standards or ratings within 12 months of the publication of the revised standards or ratings.</p>	
<p>3.2.4. The Contractor must not dispose of a Product if that Product is able to be recycled or reused.</p>	<p>Dispose means destroy or throw out as waste.</p>
<p>3.3. Cooperation</p>	
<p>3.3.1. Where supply of Products is to be accompanied by Services, the Contractor will cooperate with the Agency to identify how the environmental impact of the Services can be minimised in areas including, but not limited to, power consumption, cooling requirements and e-waste disposal.</p>	

3.4. Product Compliance	
3.4.1. Where supply of Products is to be accompanied by Services, the Contractor, in conjunction with the Agency, will conduct an Agency site review prior to the placing of a Purchase Order under the Contract and provide a written assessment of options, if any, for:	This reference to Products may be for Products procured under the Contract or may extend to Products that have been purchased previously. This can be a matter of negotiation with the Supplier
3.4.1.1. relocation of Products;	
3.4.1.2. re-use of Products;	
3.4.1.3. disposal of the Products; and / or	
3.4.1.4. recycling of Products.	
3.5. Corporate Environmental Specifications	
3.5.1. The Contractor must:	
3.5.1.1. unless otherwise agreed in writing with the Agency, ensure that Subcontractors used by the Contractor comply with the environmental obligations set out in this Schedule; and	
3.5.1.2. meet the requirements specified in this Schedule.	
3.5.2. If the Contractor is unable to meet the requirements specified in this Annexure because of changes to industry circumstances, the Contractor must:	
3.5.2.1. develop a mitigation plan for review by the Agency;	
3.5.2.2. consult with the Agency to develop strategies to overcome the Contractor's inability to meet the requirements of this Annexure; and	
3.5.2.3. implement any strategies approved by the Agency in accordance with the Services Contract.	

Annexure 1: Product Specifications

1. Ecolable Specifications

[Insert tables from Form A of Attachment C to RFT - Information for Tenderers to Provide.]

<p>1. Where the Products are desktop computers, notebooks and monitors, Tenderers should complete the following information for the Product tendered.</p>	<p>Agencies can use the following table when procuring desktop computers, notebooks and monitors.</p> <p>This table can be repeated for each class of product or variation within a class of product (e.g. desktop, notebook, monitor, printer, multi-function device, etc)</p>
Product Specification Table 1	
<p>Product: (i.e. Desktop, Notebook, Monitor)</p>	
<p>Product Code / Reference:</p>	
<p>Is this Product registered under a Ecolabel ?</p> <p>In Australia Yes/No</p> <p>Overseas Yes/No</p>	<p>Ecolabels should be in accordance with ISO 14021 or ISO 14024.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • EPEAT • TCO • Labels under the Global Ecolabelling Network
<p>If yes, under which Ecolabel and at level is the product registered?</p>	
<p>If no:</p>	
<p>Tenderers must comply with the Commonwealth Energy Policy - Energy Efficiency in Government Operations (EEGO) Policy and <Agency's> Energy Strategy.</p>	
<p>Where applicable, ensure the equipment complies with the 'Energy Star' standard for that product, and is qualified to display the Energy Star label and be listed on the Energy Star Register. More information can be found at: http://www.energystar.gov.au.</p>	
<p>Where the Energy Star standard is not applicable, details of the equipment's power consumption in active, sleep and other modes.</p>	

Annexure 2 - Customer Requirements

<p>The Contractor must comply with the following legislative requirements:</p> <p style="padding-left: 40px;">Environment Protection and Biodiversity Conservation Act 1999; and</p> <p style="padding-left: 40px;">[insert other specific legislative requirements here].</p>	<p>These clauses should be incorporated with any other legislative or policy requirements described elsewhere in the contract documentation.</p>
<p>The Contractor must comply with the following policy requirements:</p> <p style="padding-left: 40px;">the National Waste Policy;</p> <p style="padding-left: 40px;">the National Environment Protection (Used Packaging Materials) Measure;</p> <p style="padding-left: 40px;">the Energy Efficiency in Government Operations (EEGO) Policy; and</p> <p style="padding-left: 40px;">[insert other agency specific legislative requirements here].</p>	
<p>If requested by the Agency, the Contractor must substantiate any claims with their ability to comply with, the guideline <i>Green Marketing and the Trade Practices Act</i> published by the Australian Competition & Consumer Commission in 2008.</p>	