

**Standards Australia Limited**  
**Request for Proposal (RFP)**

***Responses due by 5pm AEDT on 14 February 2018***

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### Contact officer details

Respondents should refer requests for information regarding this RFP to:

NAME Adam Stingemore, General Manager Strategy and Public Affairs

PHONE +61 2 9237 6086

EMAIL ADDRESS adam.stingemore@standards.org.au

Any information given to a Respondent to clarify any aspect of this RFP may also be given to all other Respondents if, in the opinion of Standards Australia, it would be unfair not to do so.

# 1. INTRODUCTION

## BACKGROUND

Standards Australia is Australia's peak member based, not for profit, non-government standards development organisation. Standards Australia facilitates the development of Australian Standard® brand standards and related documents and products by supporting technical committees who work with us in developing those documents.

Standards Australia is also the Australian member of the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) and facilitates Australian participation in international standards development.

Standards Australia has an exclusive distribution arrangement with SAI Global with an initial term that expires on 16 December 2018. The contract is referred to as the Publishing Licence Agreement (**PLA**). The PLA is also subject to an option to renew on "market terms" in certain circumstances for a further five year term.

Standards Australia's preference is for non-exclusive distribution arrangements as soon as this can be practically achieved. This is because Standards Australia believes that this would benefit end users of standards. Standards Australia understands that this is also in line with international standards distribution practices.

Further information on SAI Global's option to renew can be found at pages 40 and 78 of the Prospectus on the listing of SAI Global available [here](#).

In the meantime, the distribution arrangements with SAI Global will continue on an exclusive basis.

## INVITATION TO THE MARKET TO PROVIDE TERMS

Standards Australia wishes to understand what terms are available in the market for the distribution of its content. Content includes normative Australian standards, joint Australian/New Zealand standards, international standards, handbooks and other related products developed by Standards Australia.

The purpose of this RFP process is to seek proposals from potential distributors of standards and related materials in relation to which Standards Australia holds relevant distribution rights.

Standards Australia would also like to identify one or more high quality distributors that it may be able to appoint after expiry of the initial term of the PLA.

Standards Australia wishes to distribute its content through a range of market channels and segments. It believes that this will facilitate customer choice and that customer choice between suppliers will result in enhanced service levels.

Standards Australia will manage this proposal process and the selection of one or more distributors in accordance with its contractual obligations to SAI Global referred to above. The process may result in appointment of one or more distributors.

## 2. CONTEXT

### 2.1 About Standards Australia

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Standards Australia is Australia's peak non-government standards development organisation. Standards Australia's role is to facilitate the process of standards development in Australia and internationally, and to develop and adopt voluntary standards and other technical documents and products, for the benefit of Australia.

It has a Memorandum of Understanding with the Commonwealth Government, available [here](#).

Standards Australia's key priorities are:

- **Standards Development**

Standards Australia works with stakeholders from across the economy to develop and adopt standards and facilitate Australian participation in national and international standards development. A range of development pathways are offered to allow for the development or adoption of new or updated standards and related products.

- **National and International Standards Information and Coordination**

Standards Australia provides information about how to participate in the development of non-government consensus based standards in Australia. Standards Australia also facilitates Australia's participation in international standards development with the ISO and IEC.

- **Accreditation of Standards Development Organisations**

Standards Australia accredits other organisations to develop Australian standards through an accreditation process.

### 2.2 Scope of licence

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Standards Australia owns copyright in certain Australian standards and has more limited rights in relation to other standards and related material.

Standards Australia invites each potential distributor (**Respondent**) to submit a proposal for the grant to it, by Standards Australia, of sales and distribution rights in relation to Australian standards, joint Australian/New Zealand standards and certain international standards and other related material on the terms set out in a proposed Copyright Licence Agreement.

Standards Australia will consider all proposals for the purpose of assessing its short and long term distribution arrangements.

Standards Australia requests that all Respondents respond with two sets of terms:

- The first set of terms would be on the basis that the Respondent will have exclusive distribution rights for a period of 5 years.
- The second set of terms would be on the basis that the Respondent will have non-exclusive distribution rights for a period of 5 years.

The reason for this dual approach is that there is uncertainty as to whether the terms on the exercise of any option in the PLA would be exclusive or non-exclusive.

As noted above, Standards Australia's clear preference is for non-exclusive arrangements.

## 2.3 Purpose of this document

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This document:

- sets out the anticipated timeframes for the RFP process;
- sets out terms, conditions and processes for participating in the RFP process;
- explains the Question and Answer (**Q&A**) process;
- explains the process for evaluating Proposals and selecting the preferred Respondent(s) (if any);
- broadly explains the Copyright Licence Agreement; and
- guides Respondents about the information they should include in their Proposals and how to submit a Proposal.

### 3. PROPOSAL TIME LINES

Respondents are requested to provide prequalification details in accordance with [Section 4](#) below as soon as possible and no later than 5:00pm AEST on **30 November 2017**.

Standards Australia will inform each Respondent whether it has been pre-qualified and will provide pre-qualified Respondents with a copy of the Copyright Licence Agreement within 14 days of receipt of details in accordance with [Section 4](#) and an executed Non-Disclosure Agreement in accordance with [Section 8.3\(E\)](#).

Responses to this RFP are sought by 5:00pm AEST on **14 February 2018**. Standards Australia may negotiate with each Respondent after responses are received in accordance with the Best and Final Offer (**BAFO**) process described at [Section 7.1](#) below.

Standards Australia will need to comply with certain legal and contractual processes before announcing any decision in relation to this process and the timing of the appointment of any distributor(s) may depend upon the outcome of those processes.

Standards Australia does not expect to be in a position to inform each Respondent of the result of this process until the second half of 2018.

Standards Australia may then require the successful Respondent(s) to finalise contractual obligations and be in a position to commence distribution in a short period of time (which may be shorter than eight weeks).

## 4. CONDITIONS OF PARTICIPATING IN THE RFP PROCESS

This RFP is supplied subject to the terms and conditions outlined in this RFP. Provision of prequalification details in response to this process will be evidence of acceptance of those conditions.

### 4.1 Eligibility to respond

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Proposals must be submitted by a legal entity (or entities in the case of a joint Proposal) with the capacity to contract. Where there is a joint Proposal, references to a Respondent includes all parties to the Proposal.

Please provide details of the experience or services provided within the last 10 years, capacity and capability of the Respondent, including but not limited to:

- information specified in the Appendix;
- details of the Respondent's past experience and performance with comparable contracts (by providing details of similar services provided by the Respondent) within the last 10 years;
- a statement from a reputable financial institution setting out the following details relating to the Respondent—
  - account name and location of account,
  - overdraft facilities including current balance and total facility,
  - bank guarantee facilities including current balance and total facility, and
  - other funding facilities available to the Respondent including current balance and total facility; and
- any other information a Respondent considers to be relevant.

Respondents must also disclose any actual or potential conflicts of interests in their Proposal in order to satisfy the prequalification requirements under this Section.

Standards Australia will treat all financial information in the strictest confidence. Standards Australia will retain a copy of all information provided for record purposes.

If a Respondent does not address these prequalification requirements at all, its Proposal may not be considered further and may be, at Standards Australia's sole discretion, excluded from evaluation.



## 4.2 Reliance on information

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This RFP is intended as a guide only and does not purport to contain all the information that Respondents require for the purpose of evaluating whether to take part in the RFP process.

Each Respondent should conduct and rely upon its own investigation and analysis of the information contained in this RFP or otherwise provided (whether orally or in writing) by or on behalf of Standards Australia and should seek its own legal, financial, taxation and other professional advice in relation to such information.

To the fullest extent permitted by law, each Respondent acknowledges and agrees that:

- Standards Australia (and its officers, representatives, directors, partners, employees, agents, contractors, consultants, advisors and related bodies corporate) does not make any representation, warranty or guarantee, express or implied, as to the accuracy, content, reliability, reasonableness or completeness of information provided by or on behalf of it;
- Standards Australia (and its officers, representatives, directors, partners, employees, agents, contractors, consultants, advisors and related bodies corporate) shall not have any liability in contract, tort (including negligence), equity or otherwise for any statements, opinions, information or matters (expressed or implied) arising out of, contained in, derived from or associated with this RFP; and
- it releases and indemnifies Standards Australia (and its officers, representatives, directors, partners, employees, agents, contractors, consultants, advisors and related bodies corporate) from and against all claims, actions, damages, remedies or other matters, whether arising in contract, tort (including negligence), equity or otherwise, arising out of or in connection with the provision of, or any purported reliance on, information contained in or otherwise provided (whether orally or in writing) in respect of this RFP.

## 4.3 Evaluation of Proposals

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Details of the anticipated process for evaluating Proposals and selecting the preferred Respondent(s) (if any) are set out in [Section 6](#). Standards Australia intends that Proposals will be assessed against the evaluation criteria set out in [Section 6](#). The information requested of Respondents in [Section 4.1](#) and other sections of this RFP will also be used by Standards Australia to assess Proposals. If Standards Australia receives a proposal from SAI Global then Standards Australia will also need to comply with processes set out in its existing agreement with SAI Global in order to determine the final outcome of its future distribution arrangements.

Standards Australia reserves its rights in respect of this RFP, including the right, at its discretion (and subject to its other obligations as set out in this RFP) and at any time, to:

- evaluate any Proposals;
- refuse entry of a particular party to the RFP process;
- reject any or all Proposals submitted;
- select no, one or more than one Proposal;
- accept Proposals that do not comply with the requirements of the RFP;

- deal with one or more parties to the exclusion of others without notice and without giving reasons to any Respondent;
- determine what information is made available to what Respondents, when and how;
- have regard to other matters not specified in this RFP in considering, assessing and deciding whether or not to invite a Respondent to participate in the Best and Final Offer (BAFO) Process and/or enter into the Copyright Licence Agreement (see [Section 7](#));
- amend the structure and/or content of the Copyright Licence Agreement and take into consideration different structures and/or content proposed by Respondents;
- invite or allow new parties to participate in the RFP process at any time, whether or not those parties have submitted a Proposal in accordance with this RFP or were short-listed as a Downselected Respondent as described in [Section 7.1](#);
- negotiate with one or more Respondents, grant the Copyright Licence Agreement, and/or enter into any other legal documentation with a Respondent without prior notice to other Respondents;
- depart from or modify any procedures, timetables or course of conduct advised to any Respondent;
- terminate or suspend the RFP process (and, if terminated or suspended, recommence or reinstate the same or another Proposal process);
- terminate further participation in the RFP process by any Respondent; and
- take any other action it considers, in its discretion, appropriate in relation to the RFP process.

## 4.4 Governing law

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This RFP will be governed by the laws of New South Wales, Australia and each Respondent irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales in respect of any disputes, actions, suits or proceedings arising out of or relating to this RFP or the RFP process.

## 5. THE QUESTION AND ANSWER (Q&A) PROCESS

This [Section 5](#) describes the Q&A process for this RFP. Standards Australia reserves the right to extend or shorten the time period during which the Q&A process will operate and to suspend any Respondent's involvement in the Q&A process at any time.

### 5.1 Indicative key dates for the Q&A Process

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Respondents may submit questions to Standards Australia in respect of this RFP during the period from 9:00am AEST on 18 July 2017 to 5:00pm AEST on 1 February 2017. Respondents should only send in writing questions to:

NAME: Adam Stingemore, General Manager Strategy and Public Affairs

EMAIL ADDRESS: adam.stingemore@standards.org.au

### 5.2 Form and content of questions

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Only questions or requests that directly relate to the materials in this RFP, arising from any meetings or in some circumstances, follow-up questions to responses already provided are permitted. To this extent, requests for additional information should be limited to material and significant items and should not be general in nature.

Each question submitted by a Respondent must:

- be concise, complete and self-contained; and
- indicate whether the Respondent considers it to be a high, medium or low priority question.

### 5.3 Responding to questions

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Standards Australia retains absolute discretion as to whether or not any question will be answered, and as to the manner and extent of the response. Standards Australia will not be bound to comply with any prioritisation of questions given by Respondents.

Standards Australia reserves the right to:

- limit the number of questions each Respondent may submit or identify as being of a particular priority (as excessive questioning may lead to delays in the provision of answers);
- disaggregate questions so they can be assigned to and answered by the most appropriate person;
- reject questions which are general in nature and do not meet a reasonable level of materiality;
- reject questions which cover matters which can be answered from the material already provided by Standards Australia or which can be ascertained by

independent enquiry;

- reject questions which have otherwise not been submitted in accordance with the requirements of this RFP; and
- not respond to any question.

Standards Australia reserves the right to respond to questions by organising meetings rather than providing answers in writing. Any organised meetings will be held in closed session. A written summary of the information provided may be subsequently issued by Standards Australia to all Respondents.

## 5.4 Clarification meetings

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### a) Purpose of clarification meetings

Meetings may be held, to:

- clarify the requirements of the RFP and address any specific questions that have been submitted in writing; and/or
- provide feedback on the Copyright Licence Agreement.

The purpose of any meeting on the Copyright Licence Agreement will be to solicit a Respondent's feedback on the agreement, clarify any matters which may be unclear and identify any issues a Respondent may have with the agreement, including any changes that it believes Standards Australia should consider. The meeting is intended to be a forum for discussion and must not be viewed as an opportunity to negotiate the terms of the agreement. As part of a Respondent's Proposal, the Respondent is required to submit a version of the Copyright Licence Agreement, with any changes the Respondent requires marked-up against the copy of the document.

### b) Protocols for clarification meetings

All clarification meetings will be held in closed session.

Standards Australia may restrict the number of Respondent representatives that will be permitted to attend a meeting.

Should a meeting be permitted, the Respondent will be required to provide its list of points for discussion (including any questions), including a priority ranking, by 5:00pm AEST five business days prior to the meeting. Each meeting will be for a maximum duration of one hour. Without prejudice to Standards Australia's absolute discretion as to whether or not any question is to be answered, questions which do not relate to the agenda of the meeting may not be answered.

Any questions asked by a Respondent seeking to clarify the requirements of the RFP should be of a factual nature only (i.e. not seeking opinions or similar commentary).

The Respondent is required to provide a list of the names and titles of persons who will attend any meeting no later than 5:00pm AEST two business days prior to the meeting and must confirm that each of them have agreed to keep information provided to them at the meeting confidential in accordance with this document.

### **c) Disclosure of Q&A material**

Any information given to a Respondent in response to a question (including in any meeting) may also be given to other Respondents if, in the opinion of Standards Australia, it would be unfair not to do so. Standards Australia retains the discretion not to make all such information available to all Respondents. Standards Australia may amend or re-word any question or response in order to protect the identity of the Respondent that asked the question before giving a response to other Respondents.

## 6. EVALUATION

Standards Australia intends to assess Proposals against the evaluation criteria listed below. Proposals will need to address all criteria. During the evaluation process, Standards Australia may ask Respondents to clarify aspects of their Proposal or provide more information. As noted above, Standards Australia will also have to comply with contractual processes under its agreement with SAI Global in order to make a final determination as to the outcome of the process, including whether it can appoint a distributor other than or in addition to SAI Global.

### Evaluation criteria

1. **Royalty return and proposed contract terms**
2. **Proposed delivery mechanisms**
3. **Standing in the market**
4. **References**
5. **IT infrastructure including customer platforms, information security and data privacy capabilities**
6. **Customer base**

### 6.1 Royalty return and proposed contract terms

Standards Australia wishes to optimise the return on its content licensed under the Copyright Licence Agreement to the greatest extent practicable whilst maintaining quality in its distribution channels. A high rate of return will enable Standards Australia to invest in continuing to facilitate excellence in the development of Australian and international standards and related material, for the benefit of the Australian community.

Standards Australia also recognises that the terms offered by the market would likely differ depending on whether distribution rights are exclusive or non-exclusive.

Standards Australia has proposed a revenue sharing structure which is based on a list price, together with a royalty rate for a percentage return on sales including subscriptions.

Standards Australia requires all Proposals to provide a proposed pricing and royalty structure and is willing to consider alternative pricing arrangements put forward in a Proposal. Proposals regarding new products and platforms will need to be submitted to Standards Australia during the term of any agreement so as to ensure that Standards Australia can put in place appropriate mechanisms such as in relation to price, access and the appropriate use of Standards Australia's content.

The Copyright Licence Agreement provides for a mechanism whereby a Licensee can propose new formats, modes of distribution and terms to Standards Australia for consideration and approval.

Respondents may wish to provide proposals for the distribution of content in new formats, modes of distribution or other terms as part of their initial response in accordance with the processes set out in the Copyright Licence Agreement.

In particular, if a Respondent has a platform that it intends to use for the distribution of Standards Australia content and license access to that platform directly to users and customers, the Respondent should propose terms for that product or platform in its Proposal as they relate to the use of Standards Australia content.

Standards Australia has proposed terms and conditions which reflect its proposed distribution structures for single documents, sets of documents, and subscriptions, discussed further below.

Standards Australia requires each Proposal to address those terms. Standards Australia is willing to also consider any alternative terms included in any Proposal (so long as they are provided in conjunction with a response to the proposed terms).

## 6.2 Proposed delivery mechanisms

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Standards Australia understands that Respondents may already have well established and sophisticated delivery mechanisms for standards content that ensure that content is delivered to customers in a timely and effective manner.

Standards Australia wishes to work with distributor(s) to facilitate a range of modern delivery mechanisms that maintain the quality of its catalogue, empower end users and preserve the integrity and sustainability of the standards development and adoption processes in Australia.

The Copyright Licence Agreement provides that Standards Australia will make available to the Licensee a copy of each standard and a copy of each other item of standards related content in PDF or other approved format.

Standards Australia's proposed terms and conditions require the Respondent to deliver Standards Australia's content to customers in the form in which it receives it from Standards Australia. Standards Australia invites Respondents to propose any alternative distribution formats, channels and technologies for approval under the terms of the Copyright Licence Agreement.

Standards Australia wishes to ensure that to the extent possible, customers are provided with Standards Australia's content in accessible formats, through innovative means and on terms that enable customers to effectively use and implement standards content. Such technologies and terms must be consistent with maintaining the quality and integrity of the Standards Australia catalogue and with Standards Australia retaining control over such content and quality and looks forward to receiving proposals of this type.

As part of modernising its systems, Standards Australia may, at its absolute discretion, elect to implement a new distribution system, such as a centralised and secure data repository for its catalogue with appropriate access provided to Licensees. Such a system, if implemented, may apply to some or all Licensees and would be implemented following negotiations between Standards Australia and relevant Licensees as to the terms on which the system would operate.

## 6.3 Standing in market

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As Australia's peak standards development organisation, Standards Australia seeks participation in this process by Respondents with an excellent reputation with both customers and content producers and a proven track record of marketing and delivering high quality material in an effective way. An additional important consideration will be an assessment the financial stability of the Respondent.

## 6.4 References

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Standards Australia considers that references are an effective way to understand how effectively Respondents can work with other businesses. Standards Australia requires Respondents to provide details of referees in their Proposals and will ask referees questions directed not only at the quality of a Respondent's customer service but also at issues such as transparency, cooperativeness, flexibility and courtesy in business relationships.

## 6.5 IT infrastructure

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Standards Australia is keen to partner with distributor(s) who can market and deliver standards content to customers in an effective way. Respondents should be able to demonstrate the ability to sell, market and distribute content through an interactive customer facing website that enables customers to easily order, pay for, access and use content. Standards Australia also expects customers to be provided with innovative ways of keeping up-to-date with releases of new or changed content, and with quick and effective support to address their needs.

Respondents are also required to be transparent by providing Standards Australia with access to records and audit rights consistent with a publisher/distributor relationship.

Equally important to Standards Australia will be a Respondent's information technology data security infrastructure and business continuity arrangements that are in place, or could be put in place as part of a distribution arrangement.

## 6.6 Customer base

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Standards Australia wishes to reach as wide a market as possible in order to ensure that its content is made available to those who need it. Standards Australia therefore places importance on the ability of each Respondent to build, maintain and appropriately service a customer base through arrangements that suit customer needs.

Standards Australia expects Respondents to take part in a number of customer awareness activities in order to grow its customer base and keep current customers informed of standards developments, whilst complying with privacy legislation. The demonstrated ability of the Respondents to provide excellent customer support is also important.



## 7. COPYRIGHT LICENCE AGREEMENT

### 7.1 The Best and Final Offer (BAFO) Process

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Standards Australia may choose to have a BAFO process. If it chooses to do this, then it will select two or more Respondents to participate in the BAFO process (**Downselected Respondents**). Standards Australia may decide to appoint one or more Respondents without the need for a BAFO process.

If Standards Australia elects to hold a BAFO process then it will notify Respondents included in that process by letter.

The BAFO process may involve requests for amended Proposals and/or the negotiation of terms of the Copyright Licence Agreement. Standards Australia may in its absolute discretion (subject to its pre-existing legal obligations to SAI Global) enter into a Copyright Licence Agreement with one or more Downselected Respondents.

### 7.2 The Copyright Licence Agreement

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As discussed above, the current arrangements between Standards Australia and SAI Global are contained in the Publishing Licence Agreement (PLA).

Standards Australia sought SAI Global's consent to disclose a copy of the PLA to Respondents on a confidential basis. As at the date of the release of this document, SAI Global had not provided its consent on terms acceptable to Standards Australia. If SAI Global does provide its consent, Standards Australia will disclose an appropriately redacted version of the PLA to prequalified Respondents as part of this process on a confidential basis.

This RFP includes a draft Copyright Licence Agreement, which will be provided to prequalified Respondents (see Sections 3 and 4 above). Each prequalified Respondent is required to review the Copyright Licence Agreement and, as part of its Proposal, submit a version of the Copyright Licence Agreement it is willing to be bound by, marked up with any changes that the Respondent requires. Where terms are provided on an exclusive or non-exclusive basis, this should be clearly set out in any response.

The Copyright Licence Agreement will be made available to prequalified Respondents in an editable format to facilitate review and comment.

Standards Australia encourages Respondents to suggest any innovative solutions they have. Standards Australia also encourages Respondents to submit pricing models, and particularly subscription pricing models, for consideration by Standards Australia. Standards Australia considers that, as it can, a range of flexible models will be approved over time under the Copyright Licence Agreement, and that this will translate into a wide variety of options for consumers who use its content.

Each Respondent may submit more than one approach which is acceptable to it for consideration by Standards Australia where alternatives are available so long as it also responds to the proposed approach in the Copyright Licence Agreement.

## 7.3 Unviable Proposals

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If during the BAFO process it becomes evident that a Proposal is not viable, Standards Australia may respond in any way it considers appropriate. It may for example decide to:

- continue with the remaining Downselected Respondents (if any);
- bring forward another Proposal from the RFP process and conduct negotiations with the relevant Respondent;
- open another RFP (in which case, proposals from the previous RFP round may be resubmitted); and/or
- discontinue all negotiations and select no Respondent.

**Note:** Selection as a Downselected Respondent and participation in the BAFO process is not a guarantee of proceeding to a signed Copyright Licence Agreement.

## 8. SUBMISSION REQUIREMENTS

### 8.1 Basic conditions

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This Section 8 provides Respondents with a guide about the information they should include in their Proposals.

In addition to meeting the evaluation criteria, Proposals must also meet the basic conditions set out below to be eligible for evaluation:

- Respondents must provide the information required under Section 4.1; and
- Respondents must be willing to participate in the BAFO process.

Standards Australia may, at its absolute discretion, exclude Proposals that fail to meet these basic conditions from the RFP process without further consideration.

### 8.2 Format of submissions

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Font size is to be a minimum of 11 point and all pages must be A4. All references to money, prices and/or payments must be in Australian (AUD) dollars.

#### a) Contracting party

Proposals should identify the Respondent's preferred legal entity to enter into the Copyright Licence Agreement with Standards Australia and show the contractual relationships and structure (including financing and payment structure) between it and that entity (if different to it). Less complex structures may aid in streamlining negotiations and contract structure.

#### b) Proposals to address the evaluation criteria

Proposals will be assessed against the evaluation criteria outlined in [Section 6](#). Respondents are advised to respond to all evaluation criteria listed in this RFP. Proposals that do not include a full and complete response to permit a proper evaluation against these criteria and the requirements of this RFP may be excluded from the evaluation process without further consideration at Standards Australia's discretion.

#### c) Other information

Appendices should be included as separate attachments and should be as succinct as possible. Large attachments containing key proposal information may be disregarded at Standards Australia's absolute discretion.

## 8.3 Submission of Proposals

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### a) Notification of intent

All parties considering submitting a Proposal should register their interest by email at the address cited below as early as possible, including the details of a contact person for the Proposal. All correspondence and any additional information distributed during the RFP period will be sent to the nominated contact person.

### b) RFP Closing Date

The deadline for submission of Proposals (including all supporting information, if any) is **5:00pm AEDT on 14 February 2018** (the **RFP Closing Date**).

Standards Australia may in its absolute discretion modify the RFP Closing Date (including the closing time). Standards Australia may decide in its absolute discretion to consider, accept or reject any Proposal that is not received on time.

### c) Submission instructions

Proposals must be clearly marked:

**'Proposal for Standards Australia RFP – Copyright Licence Agreement'**

Respondents are required to submit one bound hard copy of their Proposal and an electronic copy of their Proposals in Adobe PDF format on a USB. A Respondent, by lodging its Proposal, is taken to have accepted the conditions set out in this RFP.

Proposals must be submitted to:

c/o Adam Stingemore  
General Manager, Strategy and Public Affairs  
Standards Australia Limited  
Level 10, The Exchange Centre  
20 Bridge Street  
Sydney NSW 2000  
  
adam.stingemore@standards.org.au

Respondents may break down the submission of large Proposals into smaller packages if clearly identified (e.g. Package 1 of 3) and must provide clear directions as to whether the submission is:

- supporting information; and
- a further part of the Proposal that has previously been lodged.

Standards Australia may decline to consider for acceptance a Proposal that cannot be effectively evaluated because it is incomplete or corrupt. Standards Australia will not be responsible in any way for any loss, damage or corruption of electronic files.

## **d) Ownership of Proposals**

Each copy of each Proposal provided to Standards Australia will become the property of Standards Australia on submission. Standards Australia may make copies of the Proposals for any purpose related to or described within this RFP so long as it takes reasonable steps to keep them confidential.

## **e) Confidentiality**

The Copyright Licence Agreement will be supplied on the condition that its contents are confidential and must be kept confidential. Each Respondent acknowledges and agrees that it will execute a Non-Disclosure Agreement (NDA) with Standards Australia in relation to the Copyright Licence Agreement and communications with Standards Australia in relation to this RFP.

Any information relating to this RFP process received by the Respondent in connection with the RFP is confidential to Standards Australia. The Respondent must not use or disclose to any person such information, in whole or in part, except to the minimum extent necessary for the purposes of preparing its Proposal and in the case of SAI Global to comply with existing contract processes under the PLA. The Respondent may disclose such information on a confidential basis to a bona fide independent consultant retained by the Respondent for the purposes of preparing or submitting its Proposal and to its internal and external legal or commercial advisors again on a confidential basis.

Without limitation, the Respondent will not in any way publicise that it proposes to submit or that it has submitted a Proposal or the content of any proposed or submitted Proposal in response to this RFP. The Respondent and their personnel must not at any stage make any public statement or in any way disclose information about the RFP process, including selection for entry into any Copyright Licence Agreement or other legal document under this RFP, to any person without the express written permission of Standards Australia.

The restrictions under the above paragraphs do not apply to the extent that:

- the information is generally available to the public (other than as a result of the wrongful disclosure by the Respondent); or
- the information is required to be disclosed by any law or under the lawful compulsion of any court, tribunal, authority or regulatory body.

Failure to comply with these confidentiality requirements may be taken into account by Standards Australia when considering a Respondent's Proposal and may result in a Proposal not being considered.

## **f) Disclosure of Proposals**

Standards Australia may disclose all or any part of a Respondent's Proposal (including any changes to the Copyright Licence Agreement proposed by the Respondent) on a confidential basis to its advisers, and may also disclose it to others for the purpose of contractual and dispute resolution processes in relation to its contractual arrangements with SAI Global, provided that it takes reasonable steps to protect the information in the Respondent's Proposal from disclosure and use for any purpose other than complying with and participating in those processes.

## **g) Variations to Proposals**

At any time after the RFP Closing Date and before Standards Australia determines the final outcome of this process, a Respondent may vary its Proposal:

- by providing Standards Australia with further information by way of explanation or clarification;
- by correcting a mistake or anomaly; or
- by documenting agreed changes negotiated.

Such a variation may be made either at the request of Standards Australia or with the consent of Standards Australia at the request of the Respondent, but only if:

- in the case of a variation requested by the Respondent to provide information by way of explanation or clarification or to correct a mistake or anomaly, it appears to Standards Australia reasonable in the circumstances to allow the Respondent to provide the information or correct the mistake or anomaly; or
- in the case of a variation to document agreed changes, Standards Australia has confirmed that the draft documented changes reflect what has been agreed.

If a Proposal is varied in accordance with the above provisions, Standards Australia may provide other Respondents whose Proposals have similar characteristics with the opportunity to vary their Proposals in a similar way.

A variation of a Proposal will not be permitted if Standards Australia is satisfied that:

- it would substantially alter the original Proposal; or
- in the case of a variation requested by the Respondent to provide information by way of explanation or clarification or to correct a mistake or anomaly, it would result in the revising or expanding of a Proposal in a way that would give the Respondent a materially unfair advantage over the other Respondents.

## **h) Non-complying Proposals**

A Proposal that does not address the requirements of this RFP may be considered non-compliant. Before making any determination as to acceptance or rejection of a Proposal, Standards Australia may, provided it is satisfied that the integrity and competitiveness of the RFP process has not been compromised, give a Respondent of a non-complying Proposal the opportunity to rectify any non-compliance.

## **i) Acceptance or rejection of Proposals**

Neither the issuing of this RFP nor the receipt of any Proposal will give rise to any legal relationship between Standards Australia and the Respondent. Standards Australia and each Respondent intends that no legal relationship will be formed unless and until an agreement is signed by authorised representatives of each party.

Standards Australia is not bound to select any Proposal as part of its future distribution arrangements.

If Standards Australia rejects all Proposals received, it may invite fresh Proposals based on the same or different criteria, or it may decide to do nothing further.

## **j) Costs and expenses**

Each Respondent is responsible for all costs and expenses incurred by or on behalf of it under or in connection with this RFP including:

- reviewing this RFP;
- preparing and submitting a Proposal;
- participating in the BAFO process;
- selection or non-selection as a Downselected Respondent or the successful Respondent; and
- discontinuance of this RFP.

Standards Australia will not in any circumstances be responsible for any liabilities, losses, costs or expenses incurred by or on behalf of a Respondent arising out of or in connection with this RFP.

## **k) Standards Australia policies**

Respondents must comply with all requirements under Australian law.

A Respondent's Proposal may not receive further consideration and may be excluded from the RFP process if a Respondent or any of its officers, employees, agents or subcontractors is found to have:

- offered an inducement or reward to any employee, agent or subcontractor of Standards Australia in connection with this RFP or the submitted Proposal;
- a record or alleged record of unethical behaviour; or
- engaged in any anti-competitive conduct or any other similar or unlawful conduct, either individually or with any other person in relation to the Proposal process.

Standards Australia may, but is not required to, invite a relevant Respondent to provide written comments within a specified timeframe before Standards Australia excludes the Respondent and its Proposal on this basis.

## **l) Withdrawals**

If a Respondent wishes to withdraw from the RFP process following the submission of its Proposal, it must advise Standards Australia promptly in writing using the Standards Australia contact details set out on page 2.

# APPENDIX



## 1. RESPONDENT PROFILE

<b>Company details</b>	
Registered Business Name	
Trading Name (if different from above)	
Date of incorporation	
Place of incorporation	
<b>Contact details for Proposal Contact Person</b> <i>[Note to Respondents: The Proposal Contact Person should be a person who is easily contactable via telephone, facsimile or email to answer queries in relation to the Proposal on a day-to-day basis.]</i>	
Salutation (Ms/Mr/Mrs/other)	
Surname	
First name	
Position	
Telephone number	
Facsimile number	
Mobile phone number	
Email address	
Postal address	
Address (incl. suburb/city, state, country and postcode/zip code)	
<b>Key personnel</b> <i>[Note to Respondents: Insert proposed key personnel for carrying out the obligations under the Agreement.]</i>	<ul style="list-style-type: none"> <li>• name and title;</li> <li>• demonstrated experience, qualifications and capabilities; and</li> <li>• the percentage of time they would dedicate to this project</li> </ul>
<b>Current ownership of the company/ group structure</b>	<i>[Note to Respondents: Please provide a brief description of the company structure (100–150 words).]</i>
<b>Business profile or services/product range</b>	<i>[Note to Respondents: Please provide a brief description of the range of products and/or services provided by your organisation. Marketing material (eg by URL) may be provided as appropriate.]</i>
<b>Insurance details</b>	
<b>Public liability insurance</b> Name of insurer	
Policy number	
Insurance renewal date	
Amount of current cover	
<b>Professional indemnity insurance</b> Name of insurer	

Policy number	
Insurance renewal date	
Amount of current cover	
<b>Workers' compensation insurance</b>	
Name of insurer	
Policy number	
Insurance renewal date	
Amount of current cover	
Are there any writs issued or law suits pending against the Company? (If yes, please provide details)	
<b>Other relevant profile or information of the Company</b>	

## 2. REFEREES

Each Respondent must provide the details of (at least) two referees (namely, two separate clients of the Respondent) available to verify the information in the relevant Proposal and comment on current or past performance.

If a Respondent has provided past services to Standards Australia, that Respondent should include at least one Standards Australia referee in respect of that work, as well as referee(s) external to Standards Australia.

Standards Australia may contact referees at its discretion.

## 3. RESPONDENT FINANCIAL INFORMATION

Each Respondent is requested to provide a copy of its most recent audited financial statements and, if not publically available, its last annual report.