



## Review criteria for collaborative procurement – Part 2: Sourcing

### Anticipated documentation:

Agencies can submit their sourcing documents (e.g. ROI, RFI, RFP etc.) and draft contract **prior** to releasing them to the market. Agencies should use the Government Model RfX templates where appropriate.

If you have any queries, contact us at [procurementplanning@mbie.govt.nz](mailto:procurementplanning@mbie.govt.nz)

Review criteria	Guidance
<p><b>1. RfX Scope and Objective:</b></p> <ul style="list-style-type: none"> <li>• Key procurement objective</li> <li>• Clear in-scope and out-of-scope statements for the procurement</li> <li>• Alignment of scope and objective with Planning phase (part one)</li> <li>• Clear statement of contract type (Common Capability, Open Syndicated)</li> <li>• Governance structure</li> <li>• Specific Broader Outcomes targeted</li> <li>• Overarching strategies relevant to the procurement               <ul style="list-style-type: none"> <li>○ Sustainability, including “future-proofing” aspects</li> <li>○ Health &amp; Safety and/or other regulatory or legislative requirements</li> <li>○ ICT Strategy and Action Plan</li> </ul> </li> </ul>	<p><i>What is the procurement attempting to achieve or overcome? What is the vision?</i></p> <p><i>Does the RfX document detail whether it will be a single or multi-stage procurement?</i></p> <p><i>Identify the Lead Agency and any initial Participating Agencies</i></p> <p><i>Outline the Secondary Procurement process, if any</i></p> <p><i>Describe any over-arching strategies that may be relevant (e.g. related to the long-term goals of the agency or cluster)</i></p> <p><i>Describe any specific Broader Outcomes targeted</i></p>
<p><b>2. RfX timelines:</b></p> <p>Suppliers need to have sufficient time to respond to an RfX (refer Rules 26 and 29)</p>	<p><i>Ensure sufficient time for questions, response, evaluation, and transition; ensure timeline meets Government Rules of Sourcing.</i></p> <p><i>RfX document outlines when and how suppliers should respond (e.g. notification of intent; questions; negotiations; demonstrations / presentations etc.</i></p>
<p><b>3. Assessment Criteria:</b></p> <ul style="list-style-type: none"> <li>• The RfX includes the evaluation criteria that will be used to assess responses (refer Rule 35)</li> </ul>	<p><i>Ensure the evaluation criteria aligns to the questions asked in the RfX and relates to the outcomes the agency is seeking from the RfX; criteria are weighted</i></p>

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<ul style="list-style-type: none"> <li>Relative importance of each criterion is detailed</li> <li>A clear statement of pre-conditions, if any, ensuring the RFX document lists the pre-conditions that apply (refer Rule 25)</li> </ul>	<p><i>or ranked</i></p> <p><i>An outline of the planned evaluation process is included in the RFX.</i></p> <p><i>Ensure there is a statement as to what happens if a respondent fails to meet the preconditions; and also ensure pre-conditions do not unnecessarily exclude respondents</i></p>
<p><b>4. Requirements Fit:</b></p> <ul style="list-style-type: none"> <li>The requirements align with the scope of the RFX and the business objectives stated in the Planning phase (part one), and are clearly articulated for the services and/or products required</li> <li>Indicate the level of capability and capacity required</li> <li>Consideration of Broader Outcomes, sustainability, health and safety, other relevant legislation / standards / regulations, and a long-term view have been articulated</li> <li>Key performance indicators / service levels are indicated, and are relevant, achievable and succinct</li> <li>Reporting requirements are indicated, and include consideration for collaborative aspects</li> <li>The RFX outlines how conflicts of interest will be managed – both agency and supplier.</li> <li>Where relevant to do so, the RFX states process aspects related to probity – for example how due process will be followed, confidentiality maintained, and the five principles of government procurement supported. <i>If it is a complex, risky, or strategic procurement, agencies may want to consider an independent probity advisor.</i></li> </ul>	<p><i>Have the overall requirements of the procurement been fully considered and aligned to the desired outcomes?</i></p>
<p><b>5. Historic consumption analysis:</b></p> <ul style="list-style-type: none"> <li>The RFX states required volume, usage and other statistical and technical information (by agency, if known), and volume/value ranges are realistic</li> <li>Scope and scale elements are considered (how much the contract is intended to be allowed to grow in participating agency numbers, spend or volume) and whether a cap is necessary</li> </ul>	<p><i>Is there the potential for distortion of the market to occur over the life of the contract? If so, some type of capping mechanism should be considered</i></p> <p><i>A background strategy could also be stated if this is considered useful for suppliers</i></p>

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<p><b>6. Price:</b></p> <ul style="list-style-type: none"> <li>• A price / statement of work (SOW) or similar template is provided for suppliers to populate as applicable</li> <li>• Consideration has been given to a sliding scale for volume (or similar model) to encourage suppliers to consider incentives for collaboration</li> </ul>	<p><i>If a price template is difficult to construct, given the nature of the category/product/service, consider a case study and have respondents price in relation to the case study, so as to compare like with like.</i></p>
<p><b>7. Draft Contract:</b></p> <ul style="list-style-type: none"> <li>• A draft contract is included that aligns with the services / products and includes relevant clauses: <ul style="list-style-type: none"> <li>○ Delivery, Payment, Warranties, Indemnity, Liability, Reporting, KPIs, Secondary Procurement Process, Termination etc.</li> </ul> </li> <li>• Clear clauses pertaining to the planned contract type (Common Capability, Open Syndicated) are evident, including: <ul style="list-style-type: none"> <li>○ Volume-based pricing structure (if applicable)</li> <li>○ Termination clauses that accommodate: <ul style="list-style-type: none"> <li>▪ Termination by Lead Agency</li> <li>▪ Termination by Participating Agency</li> </ul> </li> <li>○ Scope and scale aspects/capping mechanism, if applicable – at what point the contract will reach an upper limit in terms number of participating agencies, or whole-of-life value, or term</li> <li>○ Governance and escalation of issues</li> </ul> </li> </ul>	<p><i>Include common use provision clauses and/or common capability clauses; and collaborative aspects around reporting, contract management, termination etc.</i></p> <p><i>Does the contract contain provisions for the annual syndicated data collection reporting requirement to MBIE? – Refer reporting template</i></p> <p><i>Does the contract contain clauses relevant to Broader Outcomes being targeted?</i></p>