

Review criteria for collaborative procurement – Part 3: Evaluation report and contract

Anticipated documentation:

Agencies can submit signed evaluation recommendation report and final contract(s) (negotiated but not yet signed).

If you have any queries, contact us at procurementplanning@mbie.govt.nz

Review criteria	Guidance
<p>1. Evaluation Process and Conclusions:</p> <ul style="list-style-type: none"> • Evaluation document clearly shows the evaluation process and respondents' scores • Recommendation is clear and in line with evaluations • Evaluation aligns with Planning (part one) and Sourcing (part two) 	<p><i>Evaluation document is approved and signed by Lead Agency's sponsor and key stakeholders</i></p> <p><i>The solution meets the business objectives and delivers the in-scope services stated in the planning and sourcing phases.</i></p>
<p>2. Review of contract terms and conditions:</p> <ul style="list-style-type: none"> • The contract has undergone legal review and been signed off • The scope is clearly outlined and matches that in the Planning and Sourcing phases • Commencement and Expiry dates are clearly identified • Renewal options are stated • Definitions are comprehensive • Warranties, Confidentiality, Liability, Intellectual Property and Dispute Resolution clauses are included and are relevant • Termination clauses account for collaborative aspects of the contract • Ordering process is clearly outlined • Common Use provision and other relevant collaborative clauses are included • Supplementary syndication documents are included (e.g. syndication letter / letter of accession, non-disclosure agreement, and participating agency agreement) • Panel processes (including secondary procurement processes) are stated if relevant • Capping provisions (in respect to how much the contract is intended to be allowed to grow in participating agency numbers, spend or volume) are included, if appropriate • Clauses relevant to achieving Broader Outcomes are included, if appropriate 	<p><i>It is the responsibility of the Lead Agency to ensure contractual documentation has been reviewed by the agency's legal resources.</i></p> <p><i>The agency has considered the process required should scope and scale boundaries exceed expectations during the life of the contract (number of participants, value/volume throughputs over life of the contract etc.)</i></p> <p><i>Renewal options are stated (as applicable)</i></p> <p><i>Warranties apply to both Lead and Participating agencies</i></p> <p><i>Ensure requirements on suppliers are insurable and insurance costs are not outside "normal bounds" for suppliers as a result of requirements</i></p> <p><i>Regarding IP, consider ownership pre-contract, post-contract and if jointly created IP</i></p> <p><i>Annual, Quarterly, Monthly reviews as applicable, inclusion of participating agencies, Key agenda points are stated for contract reviews</i></p> <p><i>The contract includes a disputes resolution process including an escalation path for Participating Agencies, and mediation/arbitration as applicable</i></p> <p><i>Partial, full and for convenience termination aspects are covered, including scenarios where a Lead Agency terminates vis-à-vis where a Participating Agency terminates</i></p>

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	<p><i>The Lead Agency is clearly identified; the joining process for Participating Agencies is outlined and Governance structures are stated, including how Participating Agencies should engage with the supplier/s</i></p>
<p>3. Review of Schedules:</p> <ul style="list-style-type: none"> • A Service description is included that links to the scope and provides a clear, concise and comprehensive listing of services • Relationship management and including escalation for Participating Agencies, Governance by the Lead Agency, and review meetings; Key personnel are identified • SLAs and KPIs are outlined, and are SMART (specific, measurable, achievable, relevant and time-bound), linked to scope and include a process for non-performance and/or success • Pricing is clearly defined for in-scope products/services; common pricing applies across all agencies; there may be a volume-based sliding scale • A faults and remediation process is stated 	<p><i>Contacts, reporting requirements, and review period are specified</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>Price reviews/dates are specified with benchmarks for establishing changes to pricing (e.g. indices)</i></p> <p><i>Price breaks / volume discounts / volume tiers as applicable are stated to support the benefits of multiple-agency volumes</i></p>