

# Collaborative procurement review criteria – Stage 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](mailto:procurementplanning@mbie.govt.nz)

Review criteria	Guidance
<b>1. Evaluation process and conclusions:</b> <ul style="list-style-type: none"> <li>Evaluation document clearly shows the evaluation process and respondents' scores.</li> <li>Recommendation is clear and in line with evaluations.</li> <li>Evaluation aligns with Planning (stage one) and Sourcing (stage two).</li> </ul>	<p>Evaluation document is approved and signed by Lead Agency's sponsor and key stakeholders.</p> <p>The solution meets the procurement objectives and delivers the in-scope services stated in the planning and sourcing phases.</p>
<b>2. Review of contract terms and conditions</b> <ul style="list-style-type: none"> <li>The contract has undergone legal review and been signed off.</li> <li>The scope is clearly outlined and matches that in the Planning and Sourcing phases.</li> <li>Commencement and Expiry dates are clearly identified.</li> <li>Renewal options are stated.</li> <li>Definitions are comprehensive.</li> <li>Warranties, Confidentiality, Liability, Intellectual Property and Dispute Resolution clauses are included and are relevant.</li> <li>Termination clauses account for collaborative aspects of the contract.</li> <li>Ordering process is clearly outlined.</li> <li>Common Use provision and other relevant collaborative clauses are included.</li> <li>Supplementary syndication documents are included (e.g. syndication letter / letter of</li> </ul>	<p>It is the responsibility of the Lead Agency to ensure contractual documentation has been reviewed by the agency's legal resources.</p> <p>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.).</p> <p>Renewal options are stated (as applicable).</p> <p>Warranties apply to both Lead and Participating agencies.</p> <p>Ensure requirements on suppliers are insurable and insurance costs are not outside "normal bounds" for suppliers as a result of requirements.</p> <p>Regarding IP, consider ownership pre-contract, post-contract and if jointly created IP.</p>

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<p>accession, non-disclosure agreement, and participating agency agreement).</p> <ul style="list-style-type: none"> <li>• Panel processes (including secondary procurement processes) are stated if relevant.</li> <li>• 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.</li> <li>• Clauses relevant to achieving economic benefits are included.</li> </ul>	<p>Annual, Quarterly, Monthly reviews as applicable, inclusion of participating agencies, Key agenda points are stated for contract reviews.</p> <p>The contract includes a disputes resolution process including an escalation path for Participating Agencies, and mediation/arbitration as applicable.</p> <p>Partial, full and for convenience termination aspects are covered, including scenarios where a Lead Agency terminates vis-à-vis where a Participating Agency terminates.</p> <p>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.</p>
<p><b>3. Review of Schedules</b></p> <ul style="list-style-type: none"> <li>• A Service description is included that links to the scope and provides a clear, concise and comprehensive listing of services.</li> <li>• Relationship management and including escalation for Participating Agencies, Governance by the Lead Agency, and review meetings; Key personnel are identified.</li> <li>• 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.</li> <li>• Pricing is clearly defined for in-scope products/services; common pricing applies across all agencies; there may be a volume-based sliding scale.</li> <li>• A faults and remediation process is stated.</li> </ul>	<p>Contacts, reporting requirements, and review period are specified.</p> <p>Does the contract contain provisions for the syndicated data collection reporting requirement to NZGP?</p> <p>Price reviews/dates are specified with benchmarks for establishing changes to pricing (for example, indices).</p> <p>Price breaks / volume discounts / volume tiers as applicable are stated to support the benefits of multiple-agency volumes.</p> <p>Economic benefits deliverables and reporting (including NZGP reporting requirements) is included.</p>