

Request for Information (RFI)

by: Pharmac
Te Pātaka Whaioranga

for: Research into what New Zealanders value when prioritising Pharmaceutical Spending

ref: 24935630

RFI released:	11 October 2021
Deadline for Questions:	1 November 2021
Deadline for Responses:	4pm 8 November 2021

Pharmaceutical Management Agency
www.pharmac.govt.nz
40 Mercer Street
Wellington

The information we require

This RFI is issued by Pharmaceutical Management Agency (Pharmac), referred to below as “the Buyer” or “we” or “us”.

What we need

Understanding what the public thinks, and the trade-offs they are willing to make when prioritising pharmaceutical spending is an important input into furthering Pharmac’s understanding of our ‘consumer voice’.

Through this RFI engagement Pharmac is seeking to understand:

- The likely costs associated with undertaking this research
- What research methods are available to best meet our requirements
- What suppliers are active in this area.

What we don’t want

We are not at this stage requesting detailed costings.

Why should you respond?

This is a unique opportunity to assist us to meaningfully incorporate the voices of New Zealanders into our decision-making process. We are seeking a collaborative approach with you and our networks and experts will be available to you to ensure you are set up for success.

There is also the opportunity for this research to be a valuable addition to the body of healthcare literature and we would encourage you to publish the results. For example, it will be helpful to understand what the public values when prioritising healthcare spending in the New Zealand context, and considering:

- the youth voice
- how successful the chosen research method is for eliciting preferences by ethnicity and other diverse groups.

While we are supportive of international respondents applying to this RFI, we are interested in how you would adapt approaches and apply it in a New Zealand context (and meeting our requirements).

A bit about us

Pharmac helps people to live better, healthier lives by deciding which medicines, and related products are available to New Zealanders in a way that is affordable and accessible. Te Pātaka Whaioranga, ‘the storehouse of wellbeing’, symbolises a solid and reliable structure safeguarding the continuous flow of supplies, such as medicines and medical devices, and it’s our role to keep the flow constant and maintain availability for the benefit of all New Zealanders.

Pharmac has a statutory function to engage in research as appropriate. We support or initiate research to deliver on our strategy.

1. Key Information

1.1 Context

- a. This Request for Information (RFI) seeks information that will help Pharmac determine its Requirements for the *Research into what New Zealanders value when prioritising Pharmaceutical Spending* contract opportunity.
- b. Subsequent to the completion of this RFI Pharmac will decide on what procurement process it will follow, if any.

1.2 Our timeline

Here is our timeline for this RFI (New Zealand times and dates):

Deadline for Questions from Respondents:	4:00 pm 1/11/2021
Deadline for the Buyer to answer questions:	4:00 pm 3/11/2021
Deadline for Responses	4:00 pm 08/11/2021

1.3 How to contact us

- a. All Responses must be submitted to Pharmac via the Government Electronic Tenders Service (GETS) (www.gets.govt.nz) no later than 4 pm, 8th November 2021.

1.4 Developing and submitting your information

- a. This is not a tender process.
- b. Take time to read and understand the RFI. In particular, understand our Requirements. These are in Section 2 of this document.
- c. If you have any questions about this RFI, please post these via GETS before the Deadline for Questions (see 1.2 above).
- d. Submit your Response before the Deadline for Responses using the Response Form provided.

1.5 Address for submitting your Response

Please upload your response using the e-tenderbox function in GETS.

We will not accept Response sent by post or delivered to our office.

1.6 Our RFI Terms

The RFI is subject to the RFI Terms in Section 3 below.

1.7 Later changes to the ROI or ROI process

- a. After publishing the RFI, if we need to change anything or provide additional information we will let all Respondents know by placing a notice on the Government Electronic Tenders Service (GETS at www.gets.govt.nz).
- b. If you downloaded the RFI from GETS you will automatically receive notifications of any changes through GETS.

2. Our Requirements

2.1 Background

This request relates to the purchase of research services to understand what the public thinks is important, and the trade-offs they are willing to make, when prioritising pharmaceutical spending. We hope the findings will help Pharmac to make investment choices that better reflect societal preferences, and ultimately enhance New Zealanders wellbeing.

2.2 Key outcomes

The key objective of this research is to understand what the public values when prioritising pharmaceutical spending.

The outcomes that we want to achieve are:

#1	Pharmac understands what weighting the New Zealand public place on different attributes ¹ when prioritising healthcare spending
#2	To reach a representative sample of the public so Pharmac has a baseline of what the general 'consumer voice' is for preferences in pharmaceutical spending, including preferences for Māori and diverse groups
#3	Findings provide insights that are useable in Pharmac's context and can be meaningfully incorporated into Pharmac processes

2.3 Key information needed

- a. Pharmac has not yet established a budget for this project and would welcome advice on the likely cost of this research. Following are additional considerations to help with estimating costs:
 - We would like to limit the duration of the research to no more than 12 months
 - We anticipate the supplier will need to undertake both quantitative and qualitative testing.
- b. Pharmac is open to alternative research methods to the extent they are evidenced and meet our requirements (as set out in detail in section 2.4 below).
- c. What suppliers are active in this area. We welcome information about partnering with Māori, Pacific peoples and regional businesses².

2.4 Detailed Requirements

There will be some specific considerations that the researchers need to factor into their work. As part of responding to the RFI please ensure you will be able to deliver to these requirements.

- The measurement tool needs to be evidenced based, not de novo, and elicit relative quantitative preferences across multiple potential attributes/values/factors (e.g. disease severity, age of recipient,

¹ e.g. disease severity

² <https://www.procurement.govt.nz/broader-outcomes/increasing-access-for-new-zealand-businesses/>

whether a patient is from a population group experiencing a health disparity) such that it is apparent what factors New Zealanders most value.

- Elicited preferences should be measurable; the measurement should be concise; and to the extent possible, preferences should be mutually exclusive.
- The proposed method should be supported by a literature review summarising the methods validity, acceptability, and reproducibility.
- The research, when undertaken, should robustly test the validity, acceptability, and reproducibility of the findings³.

Validity (including, may not be limited to):

- External validity including:
 - Convergent validity (with other stated preference (SP) measures, and if measurable, revealed preference). The presumption here is that SP methods should produce similar estimates of preferences.
 - Parallel qualitative assessment of preferences (do study participants agree with the preference set elicited for them by the elicitation method?)
 - Criterion validity (are we measuring the relevant things/attributes)
- Internal validity including:
 - Theoretical validity (with economic theory, considering behavioural economic theory as well)

Acceptability (including, may not be limited to):

- Response rate
- Completion rate

Reproducibility (including, may not be limited to):

- Including test-retest reliability or alternative tests of reproducibility (consistency of preferences for respondents if re-tested later with the same survey).

- A clear mitigation strategy should be presented, and acted on, for limiting selection bias from low response or completion rates.
 - Conducting the research in person for some population groups (such as the disabled community and some elderly) as online will not reach everyone.
 - We may need to oversample for hard-to-reach groups such as Māori and Pacific.
 - The language used in the survey and the administration of it (in person and online) will be important to ensure that we relate appropriately to Māori and Pacific peoples. We may also need to translate the survey to other languages such as te reo Māori and Mandarin/Cantonese.
- Designing the research to explicitly include a youth voice. This supports the Government's Child and Youth Wellbeing Strategy. We could achieve this through appropriate sampling, and age-appropriate experimental design.
- Publishing the results and going back to the communities who are surveyed to let them know what we are doing with the research. As part of publishing the results the supplier will be asked to provide

³ We will discuss with the chosen provider considerations of how people respond to the survey – whether this is with type 1 or type 2 thinking and which is preferable for this work.

Pharmac with a summary of the results that can be shared with the general public. This will require plain English, should be simple to understand and suitable for any audience to comprehend.

- Data sovereignty considerations for Māori and Pacific participants will need to be addressed. If possible Pharmac would encourage the researchers to collect data by ethnicity so preferences can be further analysed to build greater understanding.

SECTION 3: RFI Terms

Defined terms are shown using capitals. You can find definitions at the end of this Section.

Preparing and submitting a Response

3.1 Preparing a Response

a. Respondent obligations

The Respondent must:

- i. read the complete RFI and any additional information provided and referred to by the Buyer
- ii. respond using the RFI Response Form and Pricing Schedule provided and include all information the Buyer requests
- iii. consider the risks and contingencies relating to the delivery of the RFI requirements and outline how it will manage those risks and contingencies
- iv. include any assumptions, dependencies and/or qualifications in the Response, including anything that may limit its obligations or increase its quoted pricing or cost estimates
- v. quote prices in NZ\$, exclusive of GST
- vi. obtain independent advice before submitting a Response (if necessary)
- vii. make sure the Response is correct and the Response pricing is sustainable, i.e. covers the Whole-of-Life of the Contract, not just the initial term.

b. Process acceptance

By submitting a Response, the Respondent accepts the RFI-Terms.

c. No obligation, no penalty

Suppliers are not expected or required to submit a Response in order to remain on any prequalified or registered supplier list.

3.2 Respondent questions

a. The Respondent must make sure they understand the RFI.

b. If the Respondent has any questions or needs clarification, they:

- i. must submit questions before the Deadline for Questions (Section 1 of the RFI)
- ii. must clearly indicate any commercially sensitive information in their questions
- iii. may withdraw their questions at any time.

- c. When the Buyer receives questions before the Deadline for Questions:
 - i. The Buyer will respond on or before the Deadline for Answers.
 - ii. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity.
 - iii. Unless stated otherwise in the RFI, the Buyer will post both the questions and answers on GETS.
 - iv. The Buyer will not publish the Respondent's commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

3.3 Submitting a Response

- a. The Respondent must ensure the Buyer receives the Response at the correct address on or before the Deadline for Responses.
- b. After the Deadline for Responses, the Buyer will acknowledge receipt of the Response.
- c. The Respondent must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete
 - ii. is not misleading in any material respect
 - iii. does not contain material that infringes a third party's intellectual property rights
 - iv. is identical, if they supply both hard and soft copies.
- d. The Buyer may rely on the Response and all information provided by the Respondent during the RFI process (e.g. correspondence and negotiations).

3.4 Clarification of Response

- a. The Buyer may ask the Respondent for more information or clarification on the Response at any time during the RFI process.
- b. The Buyer need not ask all Respondents for the same clarification.
- c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.

Standard RFI conditions

3.5 Buyer's Point of Contact

- a. The Respondent must direct all RFI enquiries to the Buyer's Point of Contact in Section 1 of the RFI.
- b. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFI. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.
- d. If a Respondent has an existing contract with the Buyer, business as usual communications, for the purposes of managing delivery of that contract, will continue using the usual contacts.
- e. If the Respondent has an existing contract with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the RFI.

3.6 Conflict of Interest

- a. The Respondent must complete the Conflict of Interest declaration in the RFI Response Form. If a joint Response is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the RFI process, the Respondent must inform the Buyer immediately.
- c. The Buyer may exclude a Respondent from the RFI process if a material Conflict of Interest arises.

3.7 Confidential Information

- a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section 3.7, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFI process on that party's behalf, but only for the purpose of participating in the RFI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFI process.
- d. The Respondent acknowledges that the Buyer's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information, the Buyer may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

- e. The Respondent may disclose the Buyer's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.
- f. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

3.8 Costs of participating in the RFI process

Except as otherwise stated in the RFI, the Respondent must meet their own costs associated with the preparation and presentation of the Response.

3.9 Ownership of documents

- a. The RFI and its contents remain the property of the Buyer. All Intellectual Property rights in the RFI remain the property of the Buyer or its licensors.
- b. The Buyer may request the immediate return or destruction of any RFI documents and any copies, in which case the Respondent must comply in a timely manner.
- c. All documents forming part of the Response will, once they are delivered to the Buyer, become the property of the Buyer. The Response will not be returned to the Respondent.
- d. Intellectual Property rights in the Response remain the property of the Respondent or its licensors.
- e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Response for any purpose related to the RFI process, including keeping appropriate records.

3.10 Limited rights and obligations

- a. Except as stated otherwise in this paragraph 3.10, nothing in the RFI, these RFI Terms or the RFI process creates a contract or any other legal relationship between the Buyer and Respondent.
- b. The following are binding on the Respondent:
 - i. The Respondent's signed declaration (contained in the RFI Response Form).
 - ii. The Respondent's obligations under paragraphs 3.3c and 3.3d. Nothing in this Section 3.10 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Response or in correspondence with the Buyer.
 - iii. The standard RFI conditions in Sections 3.5 to 3.14.
- c. Paragraphs 3.7 and 3.9 are binding on the Buyer.
- d. All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in paragraph 3.11.

3.11 Buyer's additional rights

- a. Changes to the RFI
 - i. The Buyer may amend, suspend, cancel or re-issue the RFI, or any part of it, so long as it notifies the Respondent.
 - ii. The Buyer may change material aspects of the RFI, such as the timeline or Requirements, provided it gives the Respondent time to respond to update its Response in relation to the changes.
- b. Timeline
 - i. The Buyer may accept a late Response if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Response.
 - ii. The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.
- c. RFI Process
 - i. The Buyer may liaise with any Respondent without informing, or doing the same, with any other Respondent.
 - ii. The Buyer may provide Respondents with information arising from questions about the RFI.
 - iii. The Buyer may withhold information arising from questions about the RFI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
 - iv. The Buyer may waive requirements or irregularities around the RFI process if the Buyer considers it appropriate or reasonable to do so.

3.12 New Zealand law

The laws of New Zealand govern the RFI. Each Respondent agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the RFI or the RFI process. The Respondent agrees that it cannot bring any claim in relation to the RFI except in a New Zealand court.

3.13 Disclaimer

- a. Nothing contained or implied in the RFI, or RFI process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.
- b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.
- c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFI process, whether as a result of the Buyer exercising its rights under paragraph 3.11, the Buyer's negligence or breach of these RFI Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.

- d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFI process, to all Respondents combined, is NZ\$5,000.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

3.14 Precedence

- a. Any conflict or inconsistency in the RFI shall be resolved by giving precedence in the following descending order:
 - i. these RFI-Terms
 - ii. all other Sections of the RFI document
 - iii. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

Definitions

In relation to the RFI the following words and expressions have the meanings described below.

Buyer	The government agency that has issued the RFI with the intent of obtaining information.
Confidential Information	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFI process, where that information:</p> <ul style="list-style-type: none"> a. is by its nature confidential b. is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or c. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider. <p>However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to:</p> <ul style="list-style-type: none"> a. conflict with the Respondent's obligations to the Buyer under the RFI or in the provision of the goods or services, and/or b. call into question the independence, objectivity or impartiality of any person involved in the RFI process on behalf of the Buyer. <p>A Conflict of Interest may be:</p> <ul style="list-style-type: none"> c. actual: where the conflict currently exists d. potential: where the conflict is about to happen or could happen, or e. perceived: where other people may reasonably think that a person is compromised.

Buyer	The government agency that has issued the RFI with the intent of obtaining information.
Deadline for Answers	The deadline for the Buyer to respond to questions submitted by a Respondent stated in Section 1.2 of the RFI.
Deadline for Responses	The deadline for delivering or submitting Responses to the Buyer as stated in Section 1 of the RFI.
Deadline for Questions	The deadline for submitting questions to the Buyer as stated in Section 1 of the RFI.
GETS	Government Electronic Tenders Service available at www.gets.govt.nz .
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFI process. The Buyer's Point of Contact is identified in Section 1 of the RFI. The Respondent's Point of Contact is identified in its Response.
Respondent	A person, company or organisation that submits a Response in response to the RFI. The term Respondent includes each member of any consortium.
Response	The response a Respondent submits in reply to the RFI. It comprises the Response Form and all other information submitted by a Respondent.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFI, duly completed and submitted by a Respondent as part of the Response.
RFI	Means the Request for Information.
RFI-Terms	Means the RFI Terms as set out in Section 3 of the RFI.

For more definitions, click [HERE](#).