

15 August 2019

Dear Service Provider

REQUEST FOR PROPOSALS – VISUAL ANALYTICS/BUSINESS INTELLIGENCE TOOL

PHARMAC invites proposals for the supply, installation, training and ongoing support of a visual analytics/business intelligence tool for the organisation.

This request for proposals letter, Part 1 incorporates the following sections:

Section 1: Outlines the services required;

Section 2: Describes the RFP process and evaluation criteria and includes the pricing template;

Section 3: Specifies terms and conditions relating to the RFP and includes the contract template

Part 2 is attached separately and contains the RFP response template.

If you wish to submit a proposal, please submit it to GETS [www.gets.govt.nz](http://www.gets.govt.nz), no later than 5.00 p.m. on Thursday 12th September 2019.

If you have any questions about this RFP, please submit your questions via GETS.

We look forward to receiving your proposal.

Yours sincerely

Mark Woodard

Director of Corporate Services

# Request for Proposals

Visual Analytics / Business Intelligence Tool

RFP released: 15<sup>th</sup> August 2019

Deadline for Questions: 5pm, 23<sup>rd</sup> August 2019

Deadline for Proposals: 5pm, 12<sup>th</sup> September 2019

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# Section 1: Outline of the services required

## 1. Who we are

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PHARMAC is the New Zealand government agency that decides which pharmaceuticals to publicly fund. PHARMAC makes choices about District Health Boards' (DHBs) spending on vaccines, community, cancer, other hospital medicines and devices.

## 2. What we are buying

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PHARMAC is interested in purchasing a visual analytics and business intelligence tool including delivery, installation services, training and ongoing technical support. Specifically, suppliers will need to provide all five services detailed below in their entirety or in conjunction with another party (joint bid):

- a) Project delivery/expertise
- b) Implementation services
- c) Licensing to enable the software to be stored in a data centre
- d) Hands on training and training materials
- e) Technical support throughout the term of the contract

PHARMAC aims to purchase a single tool that has the following functionality to support decision making within the organisation:

- **Advanced Analytics** – is defined as a toolset that provides business users with analytical capabilities beyond traditional query, reporting and simple mathematical calculations such as sums and averages. It utilizes modern, sophisticated quantitative methods such as statistical and predictive modelling to generate new information, recognize patterns and to predict outcomes.
- **Data Visualisation** – enables the graphical representation of data in a variety of formats. These formats may include charts, graphs, maps, data art, infographics and data dashboards. The tool will have interactive capabilities enabling business users to manipulate or drill into the underlying details. The tool should allow self-service data preparation and data discovery capabilities. It is envisaged that the tool will not require significant involvement from technical resources (i.e. internal IT department) to predefine data models upfront to enable analysis.

- Enterprise Reporting – This is defined as a system that enables regular provision of information to decision-makers within the organisation. Enabling the creation, and distribution of ad-hoc queries, reports and dashboards, based on pre-modelled data and predefined semantic layer.

### 3. Why we have this need

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We are seeking to strengthen and modernise our software to enable users across the organisation to gain greater access to data and insights from a wide variety of data sets. Enabling self-service across the organisation to aid decision making, whilst reducing the reliance on Analysts or significant intervention of an IT team.

PHARMAC anticipate the following outcomes from the introduction of new software:

- Ability to disseminate information across the organisation in a timely and standardised format to optimise and inform decision making.
- Ability to provide actionable insights from a wide variety of comprehensive data sets individually and combined, supporting the assessment and monitoring of decisions on health outcomes.
- Ability to increase the depth of knowledge, expanding the information available to decision makers in an easily consumable format.
- Ability for a wider audience to gain access to data and insights through the modernisation and availability of BI tools providing the capability to identify segments of the population with unmet needs.
- Ability to provide true self-service to business users, reducing the reliance on analysts to extract routine data

### 4. Current tools used

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Currently PHARMAC uses a combination of tools to partially meet some of these requirements; these tools include Excel, Access, SAS VA (selected users), SAS EG, Business Objects, SQL and bespoke applications.

### 5. What's important to us

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Fundamentally the three most important aspects of this RFP are:

1. The supplier's ability to provide software that enables data to be securely stored and shared, recognizing the different levels of data access required by users.

2. The software provided should seamlessly operate in harmony with our existing software and technical architecture. Enabling the data life cycle to be captured end to end in one tool. Users must be able to add new data sets, access, share and draw insights from our rich data with ease.
3. We value a committed supplier, able to work to deadlines, manage change, provide the necessary support/training and cultural fit to ensure success.

Summarised by; an absolute emphasis on security, a tool that is complete, providing an end to end solution designed for ease of use and simplicity and a supplier that is an expert in their field able to implement a solution and work with a variety of users across the organization.

## 6. What we are not looking for

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We are not seeking tools that are still yet to develop or require significant amounts of IT resource to operate on an ongoing manner or tools that require a high degree of technical knowledge. We are also not seeking suppliers that do not have a strong New Zealand presence who are unable to provide support in a timely fashion or with little or no understanding of New Zealand legislation relating to data.

## 7. Overview of services to be provided

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Any Contract entered into between the Buyer and the Successful Respondent as a result of this RFP shall be for an initial term of three years with an option for the Buyer to extend the initial term for two additional consecutive 12-month periods.

The services required are as follows and detailed further below:

### Project Delivery/Expertise

The supplier is expected to be responsible for project management and delivery. Providing both resources and a detailed project delivery plan, including dates, milestones and details of key personnel involved in the delivery of this project. The plan should address the following four phases of the project:

- Phase 1: Installation and integration of the software into our existing internal infrastructure
- Phase 2: IT support training
- Phase 3: Analytics training, including the rollout of a small sample set of dashboards and visualisations
- Phase 4: Ongoing support

Please ensure when completing the pricing template that resources are clearly detailed and costed and that any assumptions regarding PHARMAC staff or resources required to complete delivery are clearly articulated.

### Implementation services

Full installation of the software in a data centre. This is described as the delivery and installation of a complete visual analytics/business intelligence tool housed on a server identified by PHARMAC required to enable business intelligence artefacts to be built and deployed across the organisation. Including, ensuring that the software compliments and is fully operational with our existing suite of software.

### Flexible licensing for software usage

It is anticipated that up to 100 users will require use of the software. User numbers are likely to change from one month to another and therefore it is assumed that licensing will provide the flexibility to both increase and decrease users and change the level of access available on a monthly basis, it is anticipated that the pricing offered will be structured to enable any changes to be reflected within a given period.

The number of users would initially be relatively small. As dashboards and visualisations are developed and as products are deployed the number of users would increase.

External users will need to be able to access a suite of dashboards (developed using this tool), that are presented on our website.

Internal users have been classified into four main segments:

- Viewer (view and interact with dashboards/visualisations)
- Explorer (explore data/full self-service analytics)
- Power User (supports the end to end workflow, inclusive of data prep/data integration)
- Developer/Admin (IT services – maintenance/support)

The table below is indicative of the range and approximate mix of users across the organization requiring access after analysts have developed the initial suite of products. The tool should be able to manage up to 30 concurrent users.

User type	Viewer	Explorer	Power User/Creator	Developer/Admin
Minimum	20	20	10	4
Maximum	52	30	14	4



## Hands on training and training materials

It is anticipated that the supplier will provide full training to our ICT service team to ensure the smooth operation of the software, enabling them to support the system. Training should include but not be limited to the installation of new releases, managing service desk requests, adding, deleting and changing users' access or user type and resolving errors and the recovery of data.

In addition, training will be required for 'super users' within the organization, circa 8-14 staff mainly comprised of Analysts. It is expected that 'hands on/on site' training would be provided in addition to the provision of training materials for self-help (such as videos, podcasts, and up-to date documentation). The supplier is expected to provide support, training and guidance to analysts to build a small suite of dashboards and visualisations (including creation of semantic layers), ensuring capability is developed to manage the tool end to end.

This training is anticipated to be completed at the start of the contract. Note that if significant changes occur to the software during the term of the contract it is anticipated that sufficient training would be provided to staff to support those changes at a later stage.

## Technical support during the term of the contract:

Provision of ongoing support during normal business hours, NZ time. Namely 8am – 5pm, 5 days per week throughout the duration of the contract.

It is anticipated that the supplier will ensure the software is fully operational, providing maintenance and support including access to all relevant up-dates to ensure that the system remains current and fit-for-purpose.

# Section 2: RFP process and evaluation criteria

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## 1. Context

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- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the provision of a visual analytics and business intelligence tool and related services.
- b. This RFP is a single stage, open- competitive procurement process. Respondents will be evaluated based on the proposal submitted with selected applicants invited to take part in further steps.

## 2. Our timeline

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- a. Here is our timeline for this RFP.

Steps in RFP process:	Date:
RFP Published	15/08/19
Deadline for requests for clarification:	23/08/19
PHARMAC's response to requests for clarification	30/08/19
Deadline for Proposals:	5pm 12/09/19
Evaluation/shortlisting completed	26/09/19
Additional questions published for selected suppliers	27/09/19
Shortlisted supplier's presentations	08/10/19
Product/UAT testing – software available from	12/10/19
Contract awarded	01/11/19
Unsuccessful applicants notified	07/11/19
Respondent debriefs	08/11/19
Anticipated contract start date	01/12/19

- b. All dates and times are dates and times in New Zealand.

## 3. How to contact us

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All questions must be submitted via GETS by the deadline detailed in the timetable.

Responses will be circulated to all participating suppliers in accordance with the above timetable.

## Our Point of Contact

Name: Sarah Beri

Title/role: Manager, Analysis

Email address: [analysisteam@pharmac.govt.nz](mailto:analysisteam@pharmac.govt.nz)

## 4. Developing and submitting your Proposal

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- a. This is an open, competitive procurement process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. In particular:
  - i. develop a strong understanding of our Requirements detailed in Section 1.
  - ii. in structuring your Proposal consider how it will be evaluated. Section 2 describes our Evaluation Approach.
- c. For resources on tendering visit [www.procurement.govt.nz/suppliers](http://www.procurement.govt.nz/suppliers).
- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your proposal, you must use the Response Form provided. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template from [Section 2](#) for your pricing information.
- h. Check you have provided all information requested, and in the format and order asked for.

Proposals must be submitted no later than 5.00 p.m. (New Zealand time) on 12th September 2019. Late proposals will only be considered at PHARMAC's discretion.

## 5. Address for submitting your Proposal

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- a. Proposals must be submitted electronically to the following address:

[www.gets.govt.nz](http://www.gets.govt.nz)

## 6. Our RFP Process, Terms and Conditions

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Offer Validity Period: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for 12 calendar months from the Deadline for Proposals.

The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in Section 3.

Late changes to the RFP or RFP process: If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Government Electronic Tenders Service (GETS) at [www.gets.govt.nz](http://www.gets.govt.nz). If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.

## 7. Evaluation model

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A 'two envelope' system will be used for the evaluation. This means that Respondents must submit all financial information relating to price, expenses and costs in a separate soft copy folder (via GETS). The evaluation panel will firstly score each Proposal based on the weighted criteria listed below. Proposals will then be ranked according to their scores. Following completion of the scoring, the financial information will be presented to the panel. The panel will then assess which Proposals to shortlist based on best value-for-money over the whole-of-life of the Contract i.e. the scores and the total costs over the whole-of-life of the Contract.

## 8. Pre-conditions

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Each Proposal must meet all the following pre-conditions. Proposals which fail to meet one or more may be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1.	Your solution can be installed within a data centre and be provided with a subscription costing model, enabling PHARMAC to pay only for what is required, either by number of users or other metrics.
2.	Your solution runs effectively in a Windows Hyper V environment
3.	The solution must be able to handle multiple datasets with single large datasets sizes up to 2000 GB

## 9. Evaluation criteria

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Proposals which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings. Individual weightings of questions within each criterion may vary.

Criterion	Weighting
1. Capability and capacity of the Respondent to deliver	30%
2. Nonfunctional requirements	30%
3. Functional requirements	40%
Total weightings	100%

## 10. Scoring

The following scoring scale will be used in evaluating Proposals. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
EXCELLENT significantly exceeds the criteria	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills resource and quality measures required to meet the criterion. Proposal identified factors that will offer added value, with supporting evidence.	9-10
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Proposal identifies factors that will offer potential added value, with supporting evidence.	7-8
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the	0

not capable of being resolved

Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.

## 11. Evaluation process

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Shortlisted suppliers will be invited to make a presentation (guidelines/questions will be released to the shortlisted respondents prior to the presentation).

Following the presentation PHARMAC will test the short-listed products to verify functionality and ease of use, again these results may be considered in the final evaluation process.

Note further due diligence checks may be undertaken, suppliers will be provided with reasonable notice, these may include:

- a) reference check the Respondent organisation and named personnel
- b) other checks against the Respondent e.g. Companies Office
- c) interview Respondents
- d) inspect audited accounts for the last three financial years
- e) undertake a credit check

If any of the above checks are undertaken PHARMAC reserves the right to take into account the information received before making a final decision.

## 12. Pricing Information

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We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

Please complete the attached pricing template



Pricing template.xlsx

Respondents are to provide their price as part of their Proposal. In submitting the price, the Respondent must meet the following:

- a. Respondents are to use the pricing template provided.
- b. the pricing template is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price exclusive of GST.
- c. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- d. in preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- e. respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- f. prices should be tendered in NZ\$.
- g. where two or more Respondents intend to lodge a joint or consortium Proposal the pricing template is to include all costs, fees, expenses and charges chargeable by all Respondents.

# Section 3: Contract template and terms & conditions of RFP

## 1. Proposed Contract

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The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

The New Zealand Government is committed to sustainable and inclusive government procurement and the [Supplier Code of Conduct](#) outlines the Government's expectations of suppliers in this respect.

PHARMAC expects suppliers to meet or exceed the minimum standards set out in the Supplier Code of Conduct and a provision will be included in Schedule 1 of the contract to state: "You shall comply with the New Zealand Government's Supplier Code of Conduct".



New 12 Services  
Contract Schedule 1.d



New 13 Services  
Contract Terms and C

## 2. RFP Terms & Conditions

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Note to Suppliers and Respondents:

- a) In managing this procurement, the Buyer will endeavor to act fairly and reasonably in all its dealings with interested Suppliers and Respondents, and to follow due process which is open and transparent.
- b) Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organization, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.' Definitions are at the end of this section.



### 3. Preparing a proposal

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- a) Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b) By submitting a Proposal, the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 3.
- c) Each Respondent will:
  - i) Examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
  - ii) consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
  - iii) document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
  - iv) ensure that pricing information is quoted in NZ\$ exclusive of GST
  - v) if appropriate, obtain independent advice before submitting a Proposal
  - vi) satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d) There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

### 4. Offer Validity Period

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- a) Proposals are to remain valid and open for the acceptance by the Buyer for the Offer Validity Period.

### 5. Respondents' Deadline for Questions

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- a) Each Respondent should satisfy itself as to the interpretation of the RFP, if there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should ask clarification before the Deadline for Questions.
- b) All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavor to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions detailed in Section 2, paragraph 2, if applicable.
- c) If the Buyer considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.

- d) In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish (subject to OIA's) such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

## 6. Submitting a Proposal

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- a) Each Respondent is responsible for ensuring that its Proposal is submitted via GETS to the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b) The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
  - i) true, accurate and complete, and not misleading in any material respect
  - ii) does not contain intellectual Property that will breach a third party's rights.
- c) Where the Buyer stipulates a two envelope RFP process the following applies:
  - i) each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
  - ii) financial information and pricing must be in a separate soft copy folder, submitted via GETS
  - iii) the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information is not viewed when the package containing the other elements of the Proposal is opened.

## 7. Assessing Proposals

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- a) Evaluation panel:
  - i) The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.
- b) Third party information:
  - i) Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
  - ii) Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
  - iii) To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information

held by a third party, with the exception of commercially sensitive pricing information.

c) Buyer's clarification

- i) The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- ii) The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavor to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- iii) Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

d) Evaluation and shortlisting

- i) The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in Section 3, 7b and 7c.
- ii) In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
  - (1) each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
  - (2) except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- iii) In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
  - (1) the results from reference checks, site visits, product testing and any other due diligence
  - (2) the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
  - (3) any matter that matter that materially impacts on the Buyer's trust and confidence in the Respondent
  - (4) any other relevant information that the Buyer's may have in its possession
- iv) The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.

## 8. Negotiations

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- a) The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b) The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
  - i) prepare a negotiation plan for each negotiation
  - ii) advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
  - iii) hold separate negotiation meetings with each Respondent.
- c) Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will essentially in the form set out in section 3, the Proposed Contract.

## 9. Respondent's debrief

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- a) At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b) The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
  - i) provide the reasons why the Proposal was or was not successful
  - ii) explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
  - iii) indicate the Proposal's relative strengths and weaknesses
  - iv) explain, in general terms, the relative advantage/s of the successful Proposal
  - v) seek to address any concerns or questions from the Respondent
  - vi) seek feedback from the Respondent on the RFP and the RFP process.

## 10. Notification of outcome

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- a) At any point after conclusion of negotiations, but no later than 30 Business Days after the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.

## 11. Issues and complaints

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- a) A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.

- b) The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c) Both the Buyer and Respondent agree to act in good faith and use their best endeavors to resolve any issue or complaint that may arise in relation to the RFP.
- d) The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.

## 12. Buyer's Point of Contact

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- a) All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b) Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c) The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d) Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

## 13. Conflict of Interest

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- a) Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

## 14. Ethics

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- a) Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b) A Respondent who attempts to do anything prohibited by Section 3, 12a, and 12d and 14a may be disqualified from participating further in the RFP process.
- c) The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

## 15. Anti-collusion and bid rigging

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- a) Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal, the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b) The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

## 16. Confidential Information

---

- a) The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to Section 3, 16c and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b) The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c) Respondents acknowledge that the Buyer's obligations under Section 3, 16a are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

## 17. Confidentiality of RFP information

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- a) For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b) A Respondent may disclose RFP information to any person described in Section 3, 16b but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

## 18.Costs of participating in the RFP process

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- a) Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

## 19.Ownership of documents

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- a) The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b) All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c) Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

## 20.No binding legal relations

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- a) Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
  - i) the Respondent's declaration in its Proposal
  - ii) the Offer Validity Period
  - iii) the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
  - iv) the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP Terms
  - v) the standard RFP conditions set out in Section 3, 12 to 25
  - vi) any other matters expressly described as binding obligations in Section 2, 6.
- b) Each exception in Section 3, 20a is subject only to the Buyer's reserved rights in Section 3, 22.
- c) Except for the legal obligations set out in Section 3, 20 no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties

## 21.Elimination

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- a) The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
  - i) the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
  - ii) the Proposal contains a material error, omission or inaccuracy

- iii) the Respondent is in bankruptcy, receivership or liquidation
- iv) the Respondent has made a false declaration
- v) there is a serious performance issue in a historic or current contract delivered by the Respondent
- vi) the Respondent has been convicted of a serious crime or offence
- vii) there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii) the Respondent has failed to pay taxes, duties or other levies
- ix) the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x) the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

## 22. Buyer's additional rights

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- a) Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
  - i) amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
  - ii) make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b) Despite any other provision in the RFP the Buyer may:
  - i) accept a late Proposal if it is the Buyer's fault that it is received late
  - ii) in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
  - iii) in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
  - iv) accept or reject any Proposal, or part of a Proposal
  - v) accept or reject any non-compliant, non-conforming or alternative Proposal
  - vi) decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
  - vii) decide not to enter into a Contract with any Respondent
  - viii) liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - ix) provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
  - x) amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent



- xi) waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c) The Buyer may request that a Respondent/s agrees to the Buyer:
  - i) selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposals are to be taken collectively
  - ii) selecting two or more Respondents to deliver the Requirements as a joint venture of consortium.

## 23. New Zealand law

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- a) The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

## 24. Disclaimer

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- a) The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b) Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavored to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c) To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

## 25. Precedence

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- a) Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
  - i) Section 2, 6
  - ii) Section 3 (RFP-Terms)
  - iii) all other Sections of this RFP document
  - iv) 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 later information or document will prevail.

# Definitions

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

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any weekday in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none"><li>1. is by its nature confidential</li><li>2. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'</li><li>3. is provided by the Buyer, a Respondent, or a third party in confidence</li><li>4. the Buyer or a Respondent knows, or ought to know, is confidential.</li></ol> <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none"><li>1. actual: where the conflict currently exists</li><li>2. potential: where the conflict is about to happen or could happen, or</li><li>3. perceived: where other people may reasonably think that a person is compromised.</li></ol>

Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 2, 2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 2, 2.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 2 and in Section 3.
GETS	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a>
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 2, 6.
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 RFP process. The Buyer's Point of Contact is identified in Section 2, 3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 3.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.

Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 3.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 3. These may be varied at the time of the release of the RFP by the Buyer in Section 2, 6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 1 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

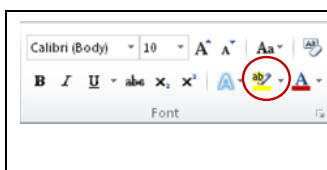
# PHARMAC

## Part 2: RFP response template

### Visual Analytics/Business Intelligence Tool

#### Instructions for Respondents

- Please use this Response Form in responding to our RFP. It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- Before starting to complete this form please make sure that you have read the Request for Proposals (RFP) in full and understand:
  - PHARMAC's requirements detailed in Section 1
  - The RFP process and evaluation approach detailed in Section 2
  - Terms and Conditions detailed in Section 3
- If anything is unclear or you have any questions please get in touch by emailing [analysisteam@pharmac.govt.nz](mailto:analysisteam@pharmac.govt.nz) before 23 August 2019, the deadline for questions.
- We have included supplier tip boxes to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response – they are for your use only!



To remove highlight from text: select the text you want to remove the highlight from. In the 'Home' tab in the 'Font' group select the arrow at the right of the 'Text highlight colour' and select 'no colour'.









- For more general information on how to respond to tenders refer to the suppliers' resource centre at: [www.procurement.govt.nz/suppliers/](http://www.procurement.govt.nz/suppliers/).

Submitted by: [Respondent name]

Product(s) proposed: [Name of product]

Date of this Proposal: [insert date of this document]

## Check list for Respondents

Please ensure all items listed below are complete	✓
1. All sections of this response form have been completed and statements signed.	
2. All 'supplier tip' boxes have been deleted from the Response Form and the yellow highlighting has been removed.	
3. The format and instructions in the RFP have been followed.	
4. All the information to be evaluated is included within this document (no-hyperlinks).	
5. Your pricing has been provided as a sperate document, please do not include pricing information in this document.	
6. All documents have been submitted prior to the deadline.	
7. Documentation is complete with no additional documentation added, only details requested will be evaluated.	
8. The declaration has been signed.	

## Section 1: Profile



### Supplier tips

This section provides PHARMAC with basic information about your organisation and identifies your Point of Contact for the duration of the RFP process.

If you are submitting a joint or consortium Proposal complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Proposal.

Choose one of these statements to complete, and delete the others

This is a Proposal by [insert the name of your organisation] (the Respondent) alone to supply the Requirements.

OR

This is a [joint/consortium] Proposal, by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

If you are submitting a Joint Proposal, please provide details about the arrangement between the parties. Please include:

- the components of the Requirements each party will be responsible for delivering
- the nature and/or legal status of the relationships between the parties (e.g. joint venture, sub-contractor, etc.), including the allocation of risk between the parties.
- which party (or parties) will contract with PHARMAC if the Proposal is successful
- information about the structure and systems that support joint governance, delivery and financial and contract management.

[Insert response or write 'N/A']

Do significant components of your solution involve providing another organisation's products or intellectual property or rely on the services of a party who is not a Respondent to this Proposal?

If yes, please include:

- the identity of the other organisation(s)
- the nature and/or legal status of the relationships with the Respondents
- information about any limitations or risks this poses for PHARMAC

[Insert response or write 'N/A']

Item	Detail
Contact person	[Name of person responsible for communicating with PHARMAC on behalf of the Respondent or Joint Respondents]
Position	[Job title or position]
Contact details	[Landline]/[Mobile]/[Work email]

## Section 2: Organisation overview



Supplier  
tips

This section requests core organisational information and must be completed by all Respondents.

The questions seek contextual information about your organisation. This information helps PHARMAC to understand your organisation and can be considered during the selection process.

If any of the matters are not applicable, please write 'N/A' in the space provided.

If you are submitting a Joint Proposal, each of the Joint Respondents should complete a copy of the tables in this Section.

If you intend to use a separate legal entity to contract with us directly (such as a subsidiary company of your organisation), you must complete a copy of the tables in this section for each of those legal entities. In addition to completing the tables for each Respondent.

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Type of business	[please describe the type of goods and services that your organisation is specialised in delivering]
Year established	[enter the year]
Physical address:	[if more than one office – put the address of your head office]
Postal address:	[e.g. P.O Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g. company registration number]
Country of tax residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]



Organisational scale - overall	[provide the number of staff by location]		
Organisational scale for staff with relevant experience	[provide the number of staff by location with relevant implementation experience of the proposed solution]		
	City	Role	Number of staff
	e.g. Wellington	e.g. Functional consultant	XX
Gross revenue (last 2 years)	[state the gross revenue for the last two years (indicate if revenue is for New Zealand-based or worldwide operations)]		
Gross profit (last 2 years)	[state the gross profit for the last two years (indicate if the profit is for New Zealand-based or worldwide operations)]		
Last audited accounts	[insert date of last audited accounts (indicate if audit is for New Zealand-based or worldwide operations)]		
Insurance policies and cover limits		Yes	No
Do you have sufficient insurance policies including;			
Public liability cover not less than \$3 million.		<input type="checkbox"/>	<input type="checkbox"/>
Professional Indemnity cover not less than \$3 million.		<input type="checkbox"/>	<input type="checkbox"/>
No major limitations in respect of the above insurance policies.		<input type="checkbox"/>	<input type="checkbox"/>
An acceptable claim history in the last two years of the above policies. [insert history]		<input type="checkbox"/>	<input type="checkbox"/>
Please identify whether your organisation has the following in place. (Note: we may request copies)		Yes	No
A health and safety policy and formal staff health and safety training		<input type="checkbox"/>	<input type="checkbox"/>
A business continuity plan		<input type="checkbox"/>	<input type="checkbox"/>
A health information privacy policy		<input type="checkbox"/>	<input type="checkbox"/>
[Please provide any additional relevant information about the policies held here (optional)]			

Respondents who are part of a corporate group or multinational organisation

Are you part of a corporate group or multinational organisation?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
If yes, would contract approvals be required from any party beyond the immediate organisation?		

[Insert answer or write 'N/A'. Please include the names of the parties]

If you have a parent company, would the parent company be willing to offer a parent company guarantee?

N/A

Yes

No

#### The person who has the authority to negotiate the Contract on behalf of the Respondent

Item	Detail
Respondent authorised person	[Name of person responsible for communicating with PHARMAC on behalf of the Respondent or Joint Respondents]
Position	[Job title or position]
Phone number	[Landline]
Mobile number	[Mobile]
Email address	[Work email]

#### Audit and accreditations

Have you been audited by a New Zealand government agency or other external auditor within the last 12 months?

Yes

No

[If yes, please provide a brief overview of the nature of the audit (e.g. financial or performance based), the organisation or agency that conducted the audit and a brief explanation of the outcome (or write 'N/A')]

Do you currently hold any other relevant formal accreditations or meet any other formal regulatory or other standards which may provide external verification of your organisational strength or ability to deliver?

[If yes, please name the accreditation held or standard met]

## Section 3: Response to the Requirements

### Pre-conditions



You must be able to answer 'yes' to the pre-condition(s). Make sure you can verify that this is the case, if asked.

#### Supplier tips

'Yes' means that you can currently meet the pre-condition. It does not mean that you are planning to or intend to at some time in the future.

If you cannot answer 'yes' to all, your Proposal will not meet the basic Requirements and will be declined.

#	Pre-condition	Meets
1.	Your solution can be installed within a data centre and be provided with a subscription costing model, enabling PHARMAC to pay only for what is required, either by number of users or other metrics.	[Yes/No]
2.	Your solution runs effectively in a Windows Hyper V environment	[Yes/No]
3.	The solution must be able to handle multiple datasets with single large datasets sizes upto 2000 GB	[Yes/No]

### Overview of solution



Please provide an overview of your solution, it is not acceptable to direct evaluators to websites to understand your solution. This section is mandatory and should not exceed two A4 sides.

Please provide an overview of your solution. For example, describe the technical aspects of the product and/or elements of the service offering. The aim of this question is to provide an introduction/overview to PHARMAC of the service you are offering, ensure that your answer includes details of software licensing (not prices).

[Insert Respondent answer].

## Questions relating to the evaluation criteria



### Supplier tips

Here you are asked to answer questions relating to the evaluation criteria. Your Proposal will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.

Please take the weightings of each section into account when deciding how much detail to include, note weightings vary by question.

If you have made any assumption about the Requirements or delivery, clearly state the assumption.

Please respond to all questions detailing if and how your proposed solution can be configured to fully satisfy these requirements. Details should be provided of any elements you can only partially meet and how your solution can satisfy these. Where appropriate you may support your answers with screen shots if it provides clarity to your responses.

Capability to deliver		Overall weight: 30%
	All Respondents should answer this section.	
Commitment & ability to deliver to the NZ public sector		
	Describe your organisation structure, level of presence and capabilities within New Zealand to support a strong project delivery team and underpin a commercial relationship in the longer term with PHARMAC.	
	[Insert Respondent answer]	
	Outline your experiences with clients in New Zealand and Australia public sector. What are the challenges working with clients in the public sector and what approach do you adopt?	
	[Insert Respondent answer]	
External assessment & future development		
	If applicable, provide details of Gartner's latest assessment of your product, include within your answer; rating/position, strengths and weaknesses identified, including any comments you feel appropriate to support, challenge or address the assessment made.	
	[Insert Respondent answer]	
	How do you expect your organisation's service offering to evolve during the anticipated length of the contract? Please include in your answer whether you currently offer a full SaaS solution or whether you plan to in the next 5 years.	
	[Insert Respondent answer]	
	Describe the benefits to PHARMAC of selecting your specific tools (over and above functionality), this may include efficiencies or cost effectiveness of sharing data within the health sector or partnerships or ease of integration with related products.	

[Insert Respondent answer]

### Non-functional requirements

Overall weight: 30%

Non-functional requirements are those requirements that do not directly address the business or application needs. Instead, they may address:

- A property the product must possess
- The standards by which it must be created
- The supporting structure that makes it possible
- The environment in which it must exist

All Respondents should answer this section.

### Security

3.4.1.1	Describe if and how the software can be configured to control access to both features and data at a user and/or role level. Include in your description a list of features that can or are restricted at each level.
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[Insert Respondent answer]

3.4.1.2	Does the software have encryption capabilities for stored data and/or provide the functionality for data in transit?
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[Insert Respondent answer]

3.4.1.3	Does the solution include appropriate security and access control to ensure compliance with privacy and security regulations, including federated security support such as Active Directory (AD), LDAP and at a minimum support role-based single sign-on (SSO)?
---------	--

[Insert Respondent answer]

### Support

3.4.1.4	Describe the ongoing support of the solution including the support hours and locations.
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[Insert Respondent answer]

3.4.1.5	Describe your release cycle for updates and enhancement including timing and any additional support provided during this period.
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[Insert Respondent answer]

### Operating environment

3.4.1.6	Provide details/specifications of the optimal technology infrastructure for your proposed solution including server, computer power, & storage requirements where it is hosted locally.
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[Insert Respondent answer]

3.4.1.7	Describe the ability of the solution to connect to different data sources for example API, other external databases or data warehouses.
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[Insert Respondent answer]

Data management	
3.4.1.8	Describe how the solution enables users to find existing data, analysis and reports. Minimising redundancy and ensuring one version of the truth.
[Insert Respondent answer]	
3.4.1.9	Is it possible for data to become out of sync or otherwise corrupted during business-as-usual (BAU) operation? If it is, please describe how the solution identifies this and re-establishes data integrity.
[Insert Respondent answer]	
3.4.1.10	Does the solution include a centralised hub/sandpit for the sharing of consistent knowledge, data, reports, analysis and code?
[Insert Respondent answer]	
3.4.1.11	Can the solution scale to 100-150 users over the contract period if required and handle at a minimum 30 concurrent users at any one time?
[Insert Respondent answer]	
Audit	
3.4.1.12	Does the solution log appropriate error conditions to facilitate debugging and troubleshooting in both test and production environments, and can that information be extracted in commonly used file formats?
[Insert Respondent answer]	
3.4.1.13	Please confirm by ticking the box below if event successes and failures are logged in the following solution components.
<input type="checkbox"/> Account login/logout attempt <input type="checkbox"/> Session termination <input type="checkbox"/> Account getting locked out <input type="checkbox"/> Privilege escalation attempt <input type="checkbox"/> Password change attempt <input type="checkbox"/> Creation, modification, deletion of accounts <input type="checkbox"/> Reset of passwords <input type="checkbox"/> System/service shutdown/restart <input type="checkbox"/> Access of any pre-defined file/folders <input type="checkbox"/> Access of any pre-defined functions	<input type="checkbox"/> Access of any pre-defined fields from database tables <input type="checkbox"/> Modification of database structure/schema <input type="checkbox"/> Access of security log records <input type="checkbox"/> Modification of system time <input type="checkbox"/> Modification of security-related settings <input type="checkbox"/> Inbound/outbound network connections to system <input type="checkbox"/> Error conditions <input type="checkbox"/> Failed database queries <input type="checkbox"/> File-not-found/File-cannot open errors <input type="checkbox"/> Unexpected programme states <input type="checkbox"/> Timeout conditions

3.4.1.14	Please confirm by ticking the box below if every event recorded in the log contains the following information:	
<input type="checkbox"/> Time & date <input type="checkbox"/> Source IP address <input type="checkbox"/> Source User ID		<input type="checkbox"/> Description of event <input type="checkbox"/> Affected data/component in the system <input type="checkbox"/> Success/failure
Documentation and training		
3.4.1.15	Detail how much would be provided by way of documentation, context-sensitive online help and training for support staff and analysts, briefly explain the components covered.	
[insert your answer here]		
3.4.1.16	Provide details of any materials available to support self-paced training including online tutorial videos for different types of users (support/analysts/consumers of info)	
[insert your answer here]		
Functional Requirements		Overall weight: 40%
<p>Advanced analytics</p> <p>Advanced Analytics is defined as a solution providing analytical capabilities beyond traditional query and reporting. It utilises modern, sophisticated quantitative methods such as statistical and predictive modelling to generate new information, recognise patterns and to predict outcomes.</p> <p>The current tools being used are SAS Enterprise Guide and SAS VA</p>		
3.4.1.17	Describe your solutions advanced analytics capabilities, including details of any inbuilt analytical tools. Please provide details of any forecasting module and capabilities, statistical modelling or predictive analytics included within the proposed solution.	
[insert your answer here]		
3.4.1.18	Detail the level of skill/knowledge of programming language required by an analyst to perform analytics end to end with your solution. Include in your answer whether your solution has any integrated support for any programming languages or the ability to share code.	
[insert your answer here]		
3.4.1.19	Detail whether the solution provides drill-down capability to access details directly from the dashboard.	
[insert your answer here]		
3.4.1.20	The solution must allow selected users the ability to access, transform and integrate the underlying data. Please provide details of how this is addressed and whether the system has an inbuilt prep tool.	
[insert your answer here]		

3.4.1.21	Please confirm that the solution can publish visualisations (reports and analysis) on the web, detail any limitations.
[insert your answer here]	
3.4.1.22	Does the solution provide GIS/geographical mapping/location intelligence capabilities?
[insert your answer here]	
<p><b>Data visualisation</b></p> <p>The data visualisation solution is expected to go beyond the standard charts and graphs used in Microsoft Excel. The tool enables data to display in sophisticated graphical formats with interactive capabilities that enable users to manipulate or drill into the underlying details.</p> <p>The tool should also allow self-service data preparation and data discovery capabilities without requiring significant involvement from technical resources such as an internal IT department to predefine data models upfront as a prerequisite to analysis.</p> <p>Current tools being used are Microsoft Excel and SAS VA</p>	
3.4.1.23	Describe how the solution allows users to undertake data discovery and exploratory analysis.
[insert your answer here]	
3.4.1.24	Please describe how your solution provides easy access to multiple, diverse data sets and can integrate these datasets without the need for traditional ETL processes. Include within your answer how users are provided with a single, comprehensive view of data coming from multiple data sets.
[insert your answer here]	
3.4.1.25	Detail whether files can be both imported and exported using commonly used file formats; text, csv, xls or pdf. Provide details of the format in which publication quality analytics can be provided in.
[insert your answer here]	
3.4.1.26	Does the solution allow analysis of non-structured textual data?
[insert your answer here]	
3.4.1.27	Does the solution allow analysis of both unstructured and structured data?
[insert your answer here]	
3.4.1.28	Please provide details of any functionality which would allow data to be edited from the tool - applying a write back to the original data table and whether the tool can record comments, allow users to share views on analysis etc. Specify any specific access level required to use this functionality.
[insert your answer here]	



## Enterprise reporting

Enterprise reporting is defined as large scale systems-of-record reporting systems including capabilities to create and distribute trusted, sanctioned and highly controlled production reports, ad-hoc queries and dashboards, based on pre-modelled data and predefined semantic layer.

Currently tools being used are SAS VA, T-SQL, SAS EG

3.4.1.29	Explain how the tool supports self-service for reporting and performing data analysis for users with limited technical knowledge reducing the reliance on third parties to fulfil simple requests.
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[insert your answer here]

3.4.1.30	Does the solution include a business semantic layer?
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[insert your answer here]

3.4.1.31	Is there visibility of data lineage including the data's origin, what happens to it and where it moves over time? Please detail.
----------	--

[insert your answer here]

3.4.1.32	Please detail the functionality available for delivering, scheduling, printing reports to user.
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[insert your answer here]

3.4.1.33	Does the solution ensure standardised, transparent definitions of data and measures making use of a data dictionary or catalogue? Please provide details.
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[insert your answer here]

3.4.1.34	Detail how the solution enables open, role-based access to up-to-date and standardise, granular data, reports and analysis via a common user interface.
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[insert your answer here]

## Assumptions

Please state any assumptions that you have made in preparing your Proposal.

Where you have made assumptions in relation to your pricing or financial information, please provide these in the Pricing Template contained in Part 1 (RFP), Section 2.

[Please list any assumptions here]

## Risks

Please provide an overview of any risks which arise from your solution and how the risks identified will be mitigated.

[Please list any risks and their mitigation approach here]

## Section 4: Proposed Contract feedback

Please confirm whether you are prepared to do business based upon the Proposed Contract template provided with the RFP Part 1 – Section 3 Proposed Contract.

Please read the Proposed Contract, which is likely to be used by the PHARMAC, and then select between Option 1 and Option 2 below. Where you have selected Option 2, please complete the table below, ensuring that the information you provide makes your position clear and enables us to understand any concerns.

PHARMAC may take into account each Respondent's willingness to accept the Proposed Contract terms and conditions in its decision-making process.

Do not put off raising concerns with the Proposed Contract until the negotiation stage. If it would have been reasonable for the Respondent to raise the concern within this section, failure to raise the concerns in the Response Form may affect our willingness to consider the change at negotiation. This may also be taken into account when determining the Successful Respondent.

Option 1: Having read and understood the Proposed Contract, I/we confirm that these terms and conditions are acceptable. If successful, I/we agree to sign a contract based on the Proposed Contract, or such amended terms and conditions of contract as are agreed with PHARMAC following negotiations.



Option 2: Having read and understood the Proposed Contract, I/we agree to sign a contract based on the Proposed Contract subject to negotiating the clauses in the table below.

I/we understand that where I/we indicate the change required is essential and PHARMAC is unable to accept the proposed change, this may result in the Proposal not progressing through the selection process.



Clause	Concern	Alternative	Indicative importance
[Insert clause number]	[Briefly describe your concern about this clause]	[Describe your suggested alternative]	[Please indicate the importance of the changes you are seeking, e.g.: Essential: PHARMAC acceptance anticipated as necessary for contractual agreement or Ideal: PHARMAC acceptance would be preferred, but if PHARMAC is unable to accept the proposed amendment, the Respondent would like to continue to be considered]

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## Section 5: Referees and Statements



This section of the Response Form involves providing us with information to help us verify your suitability to perform the Requirements.

### Respondent tips

If you are submitting a Joint Proposal, each Respondent must complete a copy of each table in this section of the Response Form.

If you intend to use a separate legal entity to contract with us directly (such as a subsidiary company of your organisation), you must complete a copy of the tables in this section for each of those legal entities, in addition to completing the tables for each Respondent.

### Referees

In submitting this Proposal, you authorise PHARMAC to collect any information about you, except commercially sensitive pricing information from any party or available source, and to use this information for the purposes of conducting due diligence.

To assist with PHARMAC's due diligence, please supply the details of two work-related referees for each Respondent. Please note that referees must not be PHARMAC personnel. Each referee should be a representative of a separate organisation.

**Referees in respect of:** [Insert Joint Respondent name and copy the tables if submitting a Joint Response. Delete this text if not submitting a Joint Response]

Name of first referee	[Insert name of referee]
Name of organisation	[Insert name of their organisation]
Description	[Insert brief description of the goods/services you provided to this referee and the date of provision]
Telephone/Email	[Insert mobile or landline]/ [Insert email]

Name of second referee	[Insert name of referee]
Name of organisation	[Insert name of their organisation]
Description	[Insert brief description of the goods/services you provided to this referee and the date of provision]
Telephone/Email	[Insert mobile or landline]/ [Insert email]

## Due diligence disclosure statement



### Respondent tips

- Please complete this disclosure statement to assist with PHARMAC's due diligence processes.
- If you are submitting a Joint Proposal, each Respondent must complete a separate copy of this confirmation statement. Please copy and paste the tables.
- If you intend to use a separate legal entity to contract with us directly (such as a subsidiary company of your organisation), you must complete a copy of the tables in this section for each of those legal entities, in addition to completing the tables for each Respondent.

### Due diligence disclosure statement in respect of: [insert Respondent name]

Have you or any related party (such as a parent company, subsidiary, other entity with substantially the same ownership and/or personnel, person with beneficial ownership or control, director, trustee, officer or senior staff member, or key subcontractor in relation to your Proposal) been subject to any investigations, sanctions, penalties, proceedings or claims within the last five years, including any that are ongoing or contemplated?

Yes

No

[If yes, please provide particulars, including any remedial actions taken.

Relevant areas of consideration include, but are not limited to, claims, investigations or proceedings in relation to the following matters:

investigations, penalties or prosecutions in respect of any law, including employment law, environmental law and criminal law

competition or trade practices, tax and corporate practices (including tax evasion, bribery, fraud or money laundering)

professional regulation investigations, discipline or sanctions, or negligence claims

investigations or sanctions for breaches of privacy, consumer/patient rights, or safety

formal sanctions or blacklisting by government or multilateral agencies

striking off or involuntarily deregistration from any register, such as a charities register or companies register

adverse findings or action taken by any other regulatory authority, market operator or government agency]

Are you aware of any other past, current, contemplated or threatened matter that may represent a risk to PHARMAC, including (but not limited to):

matters that reflect upon your professional integrity, or affect our trust and confidence in your competence or professionalism

Yes

No

matters which may affect or reflect upon your ability to successfully deliver the Requirements without disruption.

[If yes, please provide particulars, including any remedial actions taken or proposed.]

Relevant areas of consideration include, but are not limited to:

insolvency

pending complaints (for example, to the Health Practitioners Disciplinary Tribunal)

structural or ownership changes

litigation against you in relation to an alleged breach of contract by you]

### Conflict of Interest disclosure statement



#### Respondent tips

- Please complete the following Conflict of Interest disclosure statement.
- If you are submitting a Joint Proposal, each Respondent must complete a separate copy of this confirmation statement. Please copy and paste the tables.
- If you intend to use a separate legal entity to contract with us directly (such as a subsidiary company of your organisation), you must complete a copy of the tables in this section for each of those legal entities, in addition to completing the tables for each Respondent.

Disclosure statements for each Respondent should include any Conflict of Interest that relates to a particular individual who belongs to that organisation.

The information supplied will be primarily used to support our probity processes within the procurement phase. A disclosed Conflict of Interest will not necessarily exclude a Respondent's Proposal, if PHARMAC considers the disclosed conflict can be managed appropriately.

Failure to disclose a relevant Conflict of Interest may lead to exclusion from this procurement process.

Respondent name: [insert Respondent name]

A Conflict of Interest arises if a Respondent's personal or business interests or obligations could be perceived to conflict with its obligations to PHARMAC under the RFP or in the anticipated provision of the goods or services. It means the Respondent's independence, objectivity or impartiality can be called into question.

A Conflict of Interest may be:

actual: where the conflict currently exists

potential: where the conflict is about to happen or could happen, or

perceived: where other people may reasonably think that a person is compromised.

Are you aware of any matters which may give rise to an actual, potential or perceived conflict of interest in submitting this Proposal, or entering into a Contract to deliver the Requirements?

Yes

No

[If you have answered 'yes', please insert details here, including how you intend to manage the conflict of interest risk.

Examples of conflicts of interest may include, but are not limited to:

where the Respondent (including any of the Respondent's personnel) or related parties have worked for PHARMAC within the last 12 months or during the development of this RFP

where the Respondent (including any of the Respondent's personnel) or related parties could be seen to be privy to any information about this RFP which could lead to the view that the Respondent has insider information

where the Respondent or the Respondent's personnel are engaged to conduct work which is inconsistent with the objectives of this RFP, or hold office for an organisation with inconsistent objectives

where the Respondent or its leading personnel have provided donations, sponsorship, gifts or hospitality to any PHARMAC personnel within the last 12 months]

### Confirmation statement



#### Respondent tips

- Please complete this confirmation statement.
- Remember to get the confirmation statement signed by someone who is authorised to sign and able to verify each of the elements of the statement e.g. chief executive or a senior manager.
- If you are submitting a Joint Proposal, each Respondent must sign a separate copy of this confirmation statement.

### Respondent's confirmation statements

RFP Process, Terms and Conditions:	I have read and fully understand this RFP, including the RFP Process, Terms and conditions detailed in the RFP (Part 1), Section 3. I/we confirm that I/we agree to be bound by them.	[agree / disagree]
Collection of further information:	I authorise PHARMAC to: a. collect any information about me/us, except commercially sensitive pricing information, from any relevant party, including a referee, or previous or existing client b. use such information in the evaluation of this Proposal. I agree that all such information will be confidential to PHARMAC.	[agree / disagree]
Requirements:	I have read and fully understand the nature and extent of the PHARMAC's Requirements described in the RFP (Part 1), Section 1. I/we confirm that I/we have the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[agree / disagree]
Ethics:	In submitting this Proposal, I warrant that I: a. have not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor	[agree / disagree]

- b. have not directly or indirectly approached any representative of PHARMAC (other than the Point of Contact) to lobby or solicit information in relation to the RFP
- c. have not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of PHARMAC

Offer Validity Period:	I confirm that this Proposal, including the price, remains open for acceptance for the Offer Validity Period.	[agree / disagree]
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Content confirmation: In submitting the Proposal and this confirmation statement, I confirm the following:

- a. All information provided is true, accurate, complete and not misleading in any material respect. I will also immediately notify PHARMAC of any relevant or material changes to any aspect of this Proposal, including any of the statements, during the course of this procurement process.
- b. The submission and PHARMAC’s use of the Proposal in accordance with this RFP will not breach a third party’s rights (for example, in relation to Intellectual Property rights).
- c. I have secured appropriate authorisations to submit this Proposal, to make the statements and to provide the information in the Proposal and I am/we are not aware of any impediments to enter into a Contract to deliver the Requirements.

I understand that the falsification of information, supply of misleading information or suppression of material information in the Proposal, including any statement, may result in the Proposal being eliminated from further participation in the RFP process and may be grounds for termination of any Contract awarded as a result of the RFP.

Due diligence:

I agree that PHARAMAC may ask Respondents to provide evidence to support due diligence at any time during this procurement, and that failure to provide the requested information without reasonable justification may lead to a Proposal being excluded.

Authorisation:

By signing this confirmation statement, I confirm that I have been authorised by the Respondent to make this confirmation on its behalf.

Representative signature:	[Insert signature (may be electronic)]
Full name:	[Insert]
Title/position:	[Insert title. Please also indicate the organisation’s name if submitting a Joint Response.]
Date:	[Insert]