Request for Information (RFI)

by: Pharmac
for: Schedule Redevelopment
ref: SMSR001

RFI released:	Wednesday 3rd November 2021
Deadline for Questions:	Monday 29th November 2021
Deadline for Responses:	Friday 3rd December 2021

Pharmac | Te Pātaka Whaioranga
PO Box 10 254
Level 9, 40 Mercer Street, Wellington
www.pharmac.govt.nz

The information we require

This RFI is issued by Pharmac | Te Pātaka Whaioranga, referred to below as “Pharmac”, “the Buyer” or “we” or “us”.

What we need

The Schedule is a list of medicines and medical devices that we manage on behalf of the Crown. This list changes each month because of procurement or funding decisions. The Schedule of medicines and devices includes infrastructure of rules, restrictions and funding mechanisms that give us the tools with which to manage that list. To be able to implement new and innovative approaches to our management of pharmaceuticals and medical devices, we need to revise our Schedule management systems and processes so that they enable, rather than constrain, our ability to make those changes.

We are seeking to understand the market capability to support redevelopment of our Schedule management ICT systems, including technologies, approaches, resourcing, timing, and high-level costs.

What we don’t want

We are not at this stage requesting quotes or proposals, but we are seeking to improve our knowledge on matters such as what is available in the market and what suppliers are active in this area.

Why should you respond?

This redeveloped Schedule management system will be a major enabler of improved health outcomes for New Zealanders.

A bit about us

Every year Pharmac makes more medicines available for more New Zealanders. We play an active role in keeping kiwis healthy by funding medicines and vaccines. We're also becoming more involved in what medical devices the government funds. This includes things such as insulin pumps for people with diabetes, as well as devices used in hospitals, such as cotton swabs, orthopaedic implants, home dialysis machines or MRI scanners. All these medicines and medical devices are managed through the Schedule.

Globally, New Zealand is a small player, representing just 0.1% of the medicines market. Yet Pharmac pays some of the lowest prices in the world for medicines. This is because we negotiate with and encourage competition between pharmaceutical companies to reduce their prices.

Each year, we receive a fixed budget from the Government to achieve the best health outcomes for New Zealanders by:

- making sure the medicines and devices already available stay available, and
- deciding which other medicines have the highest priority for new funding.

Around 3.7 million New Zealanders a year use funded medicines.

SECTION 1: Key Information

1.1 Context

a. This Request for Information (RFI) seeks information that will help Pharmac determine its Requirements for the Schedule Management Systems Redevelopment contract opportunity.

b. Following this RFI Pharmac will decide on what procurement process it will follow, if any.

1.2 Our timeline

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

Deadline for Questions from Respondents:	5pm Monday 29th November 2021
Deadline for the Buyer to answer questions:	5pm Wednesday 1st December 2021
Deadline for Responses	5pm Friday 3rd December 2021

1.3 How to contact us

a. All Responses must be submitted to Pharmac via the Government Electronic Tenders Service (GETS) (www.gets.govt.nz) no later than 5 pm, Friday 3rd December 2021.

1.4 Developing and submitting your information

a. This is not a tender process.

b. Take time to read and understand the RFI. In particular, understand our Requirements. These are in Section 2 of this document.

c. If you have questions, ask them via GETS by 5pm Monday 29th November 2021.

d. Submit your Response before the Deadline for Responses using the Response Form provided.

1.5 Address for submitting your Response

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

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

1.6 Our RFI Terms

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

1.7 Later changes to the ROI or ROI process

a. After publishing the RFI, if we need to change anything, answer questions, or provide additional information, we will let all Respondents know by placing a notice on the Government Electronic Tenders Service (GETS at www.gets.govt.nz.)

b. If you downloaded the RFI from GETS you will automatically receive notifications of any changes through GETS.

SECTION 2: Our Requirements

2.1 Background

The Schedule has grown in both size and scope in response to Pharmac's expanded role, but the supporting infrastructure and IT systems architecture has not changed significantly during the last two decades. To be able to implement new and innovative approaches to our management of pharmaceuticals, we need to revise systems and processes such that they enable, rather than constrain, our ability to make those changes.

We need the Schedule to better accommodate our expanded functions, and develop new business rules and improved business processes, while at the same time continuing to improve how we manage our older functions.

We need to incorporate advances in technology and information standards into the Schedule, not only to help us manage the Schedule better, but more importantly to help provide real benefits to patient care, such as reducing the risk of errors.

We need to move away from having the Schedule and its related systems being managed in an episodic way (e.g. around a monthly publishing cycle) and move towards a real-time environment where we can publish changes in the Schedule to the sector far more rapidly.

2.2 Key requirements

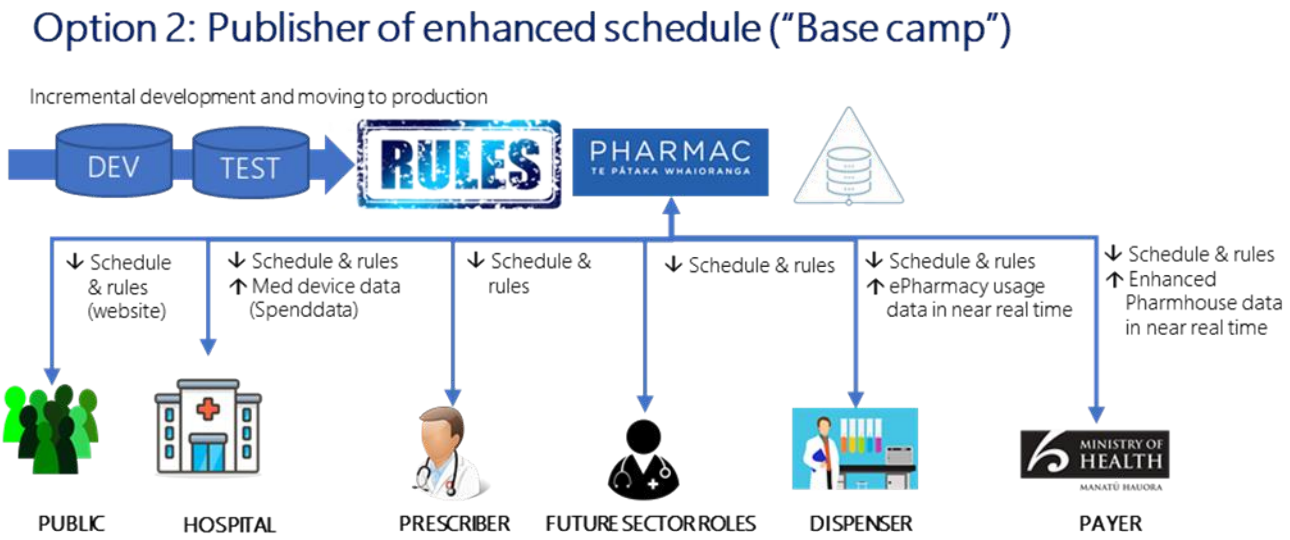
We require a redeveloped Schedule Management System that will address our current issues and be a future enabler of improved health outcomes for New Zealanders

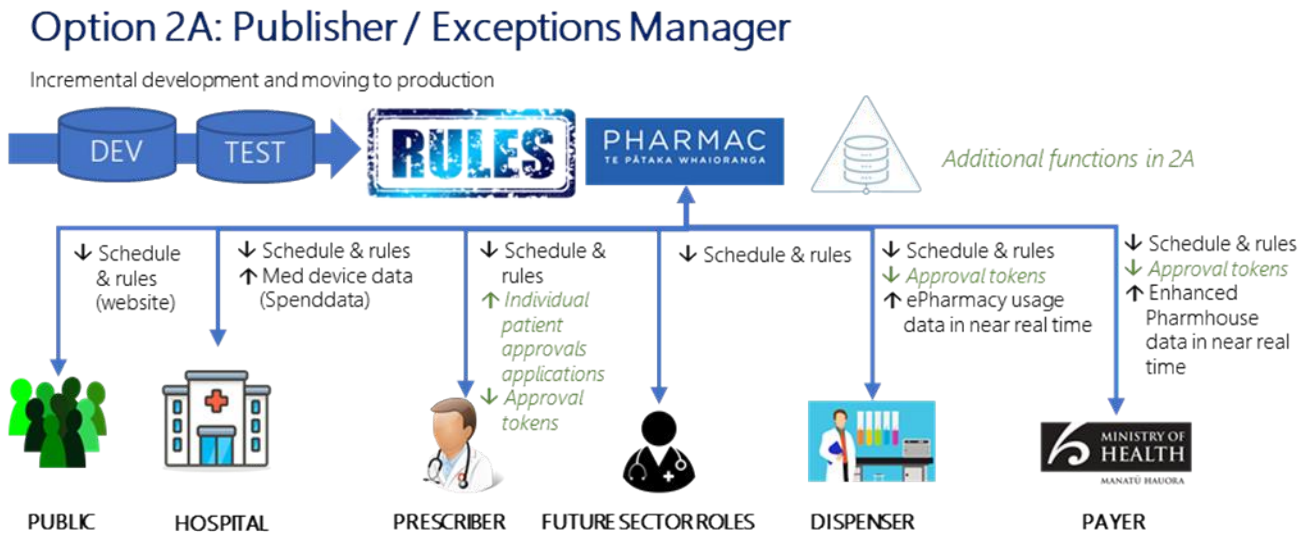
We have identified a pathway of options for the Schedule Management Systems Redevelopment. The key options for consideration in this RFI are:

- Option 2 is our "base camp" option and is a necessary first step for any development pathway. It makes key changes to the ICT systems focused on resolving Pharmac's internal issues. It integrates the Schedules of medicines and medical devices on modern platforms and upgrades the data standards.
- Option 2A builds on Option 2 and adds all individual patient approvals from the Ministry of Health (currently referred to as "special authorities") and exception approvals from Pharmac (currently referred to as "NPPAs)" and starts to gather clinical data related to these decisions to support future approvals and analysis.

Options 2 and 2A are summarised in the following diagram.

Implementing options 2 and 2A require new datasets, Pharmac facing applications, sector facing applications, and interfaces. These are illustrated in the diagrams below.





The Schedule data set will need to store data about devices and medicines and the core rules for pricing, dispensing, and reimbursement. We will also start storing clinician provided data about approvals given to support subsequent approvals and provide a longitudinal view for analysis purposes.

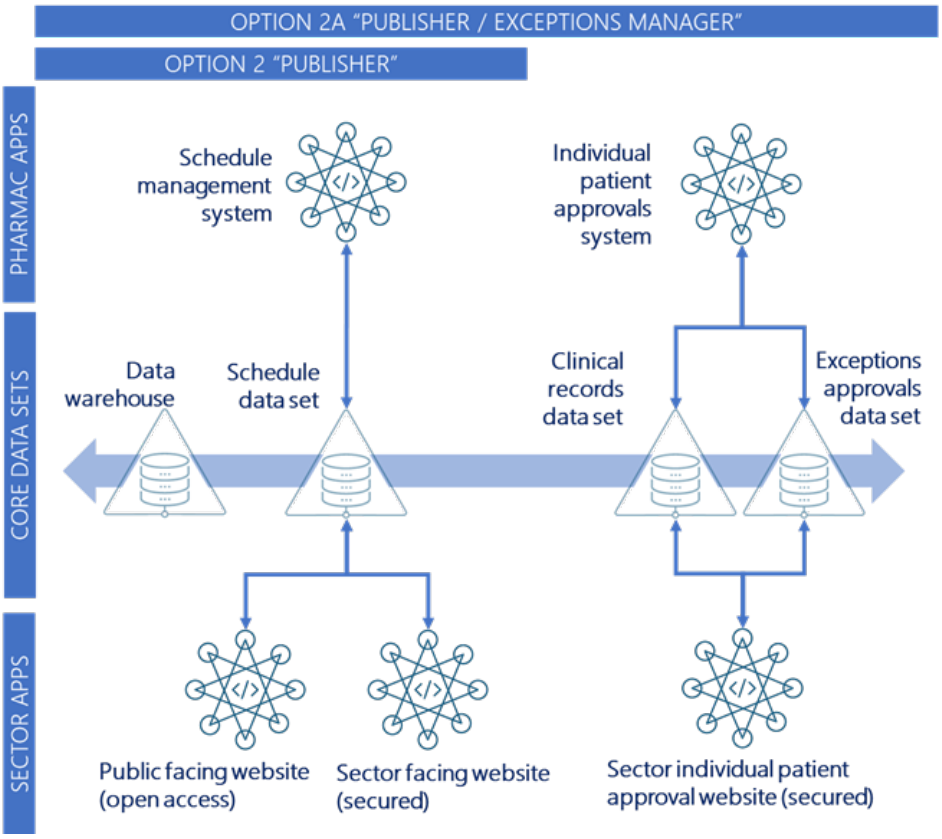
The Schedule data set will need to store the core rules for pricing, prescribing, and dispensing. This will need to be in human readable, and as far as possible machine-readable form so that prescribers, dispensers, and the payment agency (currently Ministry of Health) all operate on the same rules. The Schedule data and rules will be distributed to the sector for prescribing (clinicians), dispensing (pharmacies and hospital pharmacists), and payment (Ministry of Health). In the case of medical devices, Schedule data will be distributed to hospitals. The Schedule system will need to support incremental development of the Schedule changes, testing them, and moving them into production.

We will need to manage workflow for the human-managed individual patient approvals (approximately 5,000 a year).

We will require a data warehouse platform to support analysis of the data we collect, both on medicines and medical devices.

We will require web development platforms to support our public facing and sector facing web applications. Note that under Option 2A, individual patient approvals will be integrated to a single web portal.

The key system components we seek are summarised in the following diagram. The diagram shows which parts of the solution relate to the two options.



The key metrics for the Schedule Management System are as follows:

Key statistics
1,000 dispensers (e.g. pharmacies)
10,000 prescribers (e.g. GPs and other clinicians)
70,000,000 dispensings per annum
500,000 special authorities per annum – these are individual patient approvals initiated by a prescriber that can be automatically approved by the Schedule Management System (these make up around half of the cost of dispensings but represent less than 5% of the transactions)
5,000 individual patient exceptions approvals per annum requiring intervention through managed workflow
2,500 medicines in the Schedule
250,000 medical devices in the Schedule

More details of our developing requirements can be found in the attachment, "Schedule Redevelopment RFI Summary".

2.3 Key outcomes

This RFI relates to the possible purchase of a redeveloped Schedule Management System. The outcomes that we want to achieve from the Schedule Management Systems Redevelopment are summarised in the following table.

#1	*Increased adaptability to new requirements* – Increased ability of Pharmac to respond to new requirements (e.g. future medical devices in primary health), and increased ability to implement new and more complex decisions in the Pharmaceutical Schedule.
#2	*Improved investment decisions for New Zealand health* – Improved understanding of take-up, usage, and outcomes of specific medicines and medical devices, and improved value for money for outcomes achieved for patients.
#3	*Increased patient equity* – Improved understanding of take-up, usage, and outcomes of medicines and medical devices with specific groups – ethnicity, socio-economic, regions, and information to enable improved targeting of medicines to specific groups– especially Māori and Pacific.
#4	*Reduced patient risk* – More rapid response to access requirements so that patients receive the medicines they require when they require them; improved matching of supply of medicines and medical devices to patient conditions; more effective management of changeover to new medicines; reduced risk of prescribing error; and reduced risk of specifying wrong device by clinician.

2.4 Information sought

We are seeking information on:

- Technologies that might be used for the databases, applications, workflow, websites, and rules engines
- Methodologies that might be used for the redevelopment
- High level resourcing, timing, and cost estimates that would help inform our next stages
- Where similar implementations might have taken place.

The information we gather through this RFI will inform our potential next stages to refine our requirements, complete a business case, confirm funding, and return to the market to procure a solution. The timing of the next steps has not yet been confirmed.

Details of the specific details in this RFI sought are included in the Schedule Development RFI Response Form.

SECTION 3: RFI Terms

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

Preparing and submitting a Response

3.1 Preparing a Response

a. Respondent obligations

The Respondent must:

i. read the complete RFI and any additional information provided and referred to by the Buyer

ii. respond using the RFI Response Form and Pricing Schedule provided and include all information the Buyer requests

iii. consider the risks and contingencies relating to the delivery of the RFI requirements and outline how it will manage those risks and contingencies

iv. include any assumptions, dependencies and/or qualifications in the Response, including anything that may limit its obligations or increase its quoted pricing or cost estimates

v. quote prices in NZ$, exclusive of GST

vi. obtain independent advice before submitting a Response (if necessary)

vii. make sure the Response is correct and the Response pricing is sustainable, i.e. covers the Whole-of-Life of the Contract, not just the initial term.

b. Process acceptance

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

c. No obligation, no penalty

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

3.2 Respondent questions

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

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

i. must submit questions before the Deadline for Questions (Section 1 of the RFI)

ii. must clearly indicate any commercially sensitive information in their questions

iii. may withdraw their questions at any time.

c. When the Buyer receives questions before the Deadline for Questions:

   i. The Buyer will respond on or before the Deadline for Answers.

   ii. The Buyer may provide details of both the questions and the answers to other Respondents. In these circumstances the Buyer will summarise the questions and will not disclose the Respondent's identity.

   iii. Unless stated otherwise in the RFI, the Buyer will post both the questions and answers on GETS.

   iv. The Buyer will not publish the Respondent's commercially sensitive information. However, if the Buyer considers the information to be significant for all Respondents, the Buyer may modify the question and publish both this and the answer. In that case the Buyer will first give the Respondent the opportunity to withdraw the question or remove any of their own commercially sensitive information.

3.3 Submitting a Response

a. The Respondent must ensure the Buyer receives the Response at the correct address on or before the Deadline for Responses.

b. After the Deadline for Responses, the Buyer will acknowledge receipt of the Response.

c. The Respondent must ensure that all information they provide to the Buyer:

   i. is in electronic format (we will not be accepting hard copy)

   ii. is true, accurate and complete

   iii. is not misleading in any material respect

   iv. does not contain material that infringes a third party's intellectual property rights.

d. The Buyer may rely on the Response and all information provided by the Respondent during the RFI process (e.g. correspondence and negotiations).

3.4 Clarification of Response

a. The Buyer may ask the Respondent for more information or clarification on the Response at any time during the RFI process.

b. The Buyer need not ask all Respondents for the same clarification.

c. The Respondent agrees to provide the information or clarification as soon as possible, in the format requested by the Buyer.

Standard RFI conditions

3.5 Buyer's Point of Contact

a. The Respondent must direct all RFI enquiries to the Buyer's Point of Contact in Section 1 of the RFI.

b. Only the Point of Contact, or a person authorised by the Buyer, may communicate with the Respondent on any aspect of the RFI. The Buyer will not be bound by any statement made by any other person.

c. The Buyer may change its Point of Contact at any time. The Buyer will notify the Respondent of any change by email or posting a notification on GETS.

d. If a Respondent has an existing contract with the Buyer, business as usual communications, for the purposes of managing delivery of that contract, will continue using the usual contacts.

e. If the Respondent has an existing contract or relationship with the Buyer, the Respondent must not use its business-as-usual communications to contact the Buyer regarding the RFI.

3.6 Conflict of Interest

a. The Respondent must complete the Conflict of Interest declaration in the RFI Response Form. If a joint Response is being submitted, each party must complete the Conflict of Interest declaration separately.

b. If a Conflict of Interest arises during the RFI process, the Respondent must inform the Buyer immediately.

c. The Buyer may exclude a Respondent from the RFI process if a material Conflict of Interest arises.

3.7 Confidential Information

a. Without limiting any other confidentiality agreement between them, the Buyer and the Respondent will both take reasonable steps to protect the other party's Confidential Information.

b. Except as permitted by the other provisions of this Section 3.7, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.

c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFI process on that party's behalf, but only for the purpose of participating in the RFI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFI process.

d. The Respondent acknowledges that the Buyer's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information, the Buyer may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

e. The Respondent may disclose the Buyer's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Respondent or any related entity are currently listed. Unless prohibited by law, the Respondent must consult with the Buyer before making such a disclosure.

f. The Buyer will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

3.8 Costs of participating in the RFI process

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

3.9 Ownership of documents

a. The RFI and its contents remain the property of the Buyer. All Intellectual Property rights in the RFI remain the property of the Buyer or its licensors.

b. The Buyer may request the immediate return or destruction of any RFI documents and any copies, in which case the Respondent must comply in a timely manner.

c. All documents forming part of the Response will, once they are delivered to the Buyer, become the property of the Buyer. The Response will not be returned to the Respondent.

d. Intellectual Property rights in the Response remain the property of the Respondent or its licensors.

e. The Respondent grants to the Buyer a licence to retain, use, copy and disclose information contained in the Response for any purpose related to the RFI process, including keeping appropriate records.

3.10 Limited rights and obligations

a. Except as stated otherwise in this Section 3.10, nothing in the RFI, these RFI Terms or the RFI process creates a contract or any other legal relationship between the Buyer and Respondent.

b. The following are binding on the Respondent:

   i. The Respondent's signed declaration (contained in the RFI Response Form).

   ii. The Respondent's obligations under paragraphs 3.3c and 3.3d. Nothing in this Section 3.10 takes away from any rights or remedies the Buyer may have in relation to the Respondent's statements, representations or warranties in the Response or in correspondence with the Buyer.

   iii. The standard RFI conditions in Sections 3.5 to 3.14.

c. Section 3.7 and 3.9 are binding on the Buyer.

d. All terms and other obligations that are binding on the Buyer are subject to the Buyer's additional rights in Section 3.11.

3.11 Buyer's additional rights

a. Changes to the RFI

   i. The Buyer may amend, suspend, cancel or re-issue the RFI, or any part of it, so long as it notifies the Respondent.

   ii. The Buyer may change material aspects of the RFI, such as the timeline or Requirements, provided it gives the Respondent time to respond to update its Response in relation to the changes.

b. Timeline

   i. The Buyer may accept a late Response if it is the Buyer's fault it is late, or if the Buyer considers there is no material prejudice to other Respondents in accepting a late Response.

   ii. The Buyer may answer a question submitted after the Deadline for Questions, and notify all Respondents about the submission of the question and the answer.

c. RFI Process

   i. The Buyer may liaise with any Respondent without informing, or doing the same, with any other Respondent.

   ii. The Buyer may provide Respondents with information arising from questions about the RFI.

   iii. The Buyer may withhold information arising from questions about the RFI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.

   iv. The Buyer may waive requirements or irregularities around the RFI process if the Buyer considers it appropriate or reasonable to do so.

3.12 New Zealand law

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

3.13 Disclaimer

a. Nothing contained or implied in the RFI, or RFI process, or any other communication by the Buyer to the Respondent is to be construed as legal, financial or other advice.

b. The Buyer will endeavour to provide accurate information in any communication, but the Respondent accepts this information is not independently verified and may not be up-to-date.

c. The Buyer will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Respondent or any other person in respect of the RFI process, whether as a result of the Buyer exercising its rights under Section 3.11, the Buyer's negligence or breach of these RFI Terms, the Buyer failing to select the Respondent as the Successful Respondent, or any other cause.

d. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors in connection with the RFI process, to all Respondents combined, is NZ$5,000.

e. The limitations and exclusions in paragraphs c and d above do not apply to any liability the Buyer may have for breach of confidentiality or infringement of the Respondent's intellectual property rights.

3.14 Precedence

a. Any conflict or inconsistency in the RFI shall be resolved by giving precedence in the following descending order:

   i. these RFI-Terms

   ii. all other Sections of the RFI document

   iii. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.

b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

Definitions

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

Buyer	The government agency that has issued the RFI with the intent of obtaining information.
Confidential Information	Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the RFI process, where that information: a. is by its nature confidential b. is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or c. the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider. However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.
Conflict of Interest	A Conflict of Interest arises if personal or business interests, relationships or obligations of the Respondent or any of its personnel do, could, or could be perceived to: a. conflict with the Respondent's obligations to the Buyer under the RFI or in the provision of the goods or services, and/or b. call into question the independence, objectivity or impartiality of any person involved in the RFI process on behalf of the Buyer. A Conflict of Interest may be: c. actual: where the conflict currently exists d. potential: where the conflict is about to happen or could happen, or e. perceived: where other people may reasonably think that a person is compromised.

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

For more definitions, click HERE.