Dear

Official Information Request – Selwyn District DIA public cloud agreements info

Below is our response to your official information request dated 6 June 2025.

Request

"I can see that a Notice of Information has been published on the Government E-Tendering System (GETS) website for Cloud Computing and Hosting Services for Selwyn Council. Please could you provide details as to why Selwyn District Council is not planning on making use of the DIA public cloud agreements for this? I would also appreciate it if you could provide me with a copy of the Procurement Plan for this project or an indication as to when this will be drafted."

Response

Our Digital Team responded directly to your request on 9 June 2025. For your reference, we are resending the information that was provided, along with the signed attachment.

In response to your question regarding the use of existing DIA cloud arrangements:

This tender is open to all suppliers, including those currently part of the DIA public cloud agreements. There is no restriction preventing existing suppliers from submitting a response. The primary reason for proceeding with a (RFP) is to gain better control over escalating cloud provisioning costs. This approach is intended to help ensure the Council remains within budget while continuing to deliver essential services to our community.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact us at oia@selwyn.govt.nz.

Kind regards,

LGOIMA Team

Selwyn District Council

Procurement plan template

\$250,000 and above

Instructions

- This template is intended for procurements valued from NZ\$250,000 upwards.
- Your agency may customise this template to reflect its practice and requirements especially the approvals section.
- When customising, consider including user instructions like the example given below. Note that the yellow highlighted areas specify where to customise.

Please read/refer to our <u>procurements standards</u> document for additional guidelines when producing your procurement plan

Example of user instructions

- This template is intended for any procurement valued from NZ\$250,000 upwards.
- A procurement plan describes the process used to approach the market, evaluate bids and
 identify the recommended supplier. This template is designed to be used in conjunction with a
 business case. Where there is no prior business case you should consider using the combined
 business case / procurement plan template instead.
- This template is intended for any procurement valued from NZ\$250,000 upwards. For procurement less than this, use the *Procurement plan lite template*.
- This template covers the common elements usually included in a procurement. However, you will need to tailor it to your needs. Keep it simple the level of analysis and detail you include should be proportionate to the nature, scope, value, complexity and risk of the procurement.
- A procurement plan must be completed and approved before initiating your tender process (e.g. advertising on GETS). You will need approvals from:
 - delegated financial authority holder giving authority to spend if different from sponsor.
- You may need approvals from:
 - subject-matter expert for the proposed evaluation criteria
 - legal advisor for the proposed contract.
- Parts of the document contain suggested solutions (e.g. estimated whole-of-life costs, indicative timeline and evaluation criteria). These are only examples. You should amend or substitute appropriate models to suit your procurement. For more information on procurement, visit www.procurement .govt.nz



Selwyn District Council Procurement plan

Cloud Computing and Hosting Services
Ref Digital Services CS2025

| Document development control | | |
|------------------------------|------------------|--|
| Prepared by: | James Dring | |
| Position / title: | Project Manager | |
| Department | Digital Services | |
| Document version: | 1.0 | |
| Date of last revision: | | |
| Status: | For Approval | |

Contents

| Approvals | 2 |
|---|----|
| Background | 3 |
| Market analysis | 4 |
| Selwyn District Council's value as a customer | 4 |
| Power and dependency | 4 |
| Desired supplier relationship | 4 |
| Commercial | 5 |
| Cost of going to market | 5 |
| Vendor Management | 5 |
| Exit Clause | 5 |
| Requirements and costs | 5 |
| Key dates | 5 |
| Estimated costs | 6 |
| Key stakeholders | 7 |
| External stakeholders | 7 |
| Communications | 7 |
| Tendering process | 8 |
| Type of tender | 8 |
| Market engagement | 8 |
| Evaluation team | 8 |
| Evaluation methodology | 9 |
| Evaluation method | 9 |
| Evaluation criteria and weightings | 9 |
| Contract type | 11 |
| Managing implementation | 12 |
| Risk management | 12 |
| Probity management | 15 |
| Contract delivery | 15 |
| Contract completion | 15 |
| End of term | 15 |
| Appendix 1: | 16 |

Acronyms

The following acronyms are used in this document.

| Acronym | Term |
|---------|-------------------------|
| RFP | Request for proposal |
| SDC | Selwyn District Council |

Approvals

Authority to proceed to tender

| Project sponsor (if applicable) | | |
|---------------------------------|---|-------|
| Approval to: | Go to market and identify the preferred supplier. | |
| Tender start: | 30 May 2025 | |
| Contract start: | 4 th August 2025 | |
| Name: | Matt McGrath | |
| Position/title: | Chief Digital Officer | |
| Signature: | | Date: |

Approval of the budget

| Delegated financial authority holder (mandatory) | | | | |
|--|-------------------------|--------------------|----------------------|-------------------------|
| Total cost: | \$2,150,000 GST excl | | | Cost code: 100957301 |
| Financial year: | Financial year | Amount | | Funding type |
| | 2025/26 | \$650,000 GST excl | | Opex |
| | 2026/27 | \$500,000 GST excl | | Opex |
| | 2027/28 | \$500,000 GST excl | | Opex |
| | 2028/29 | \$500,000 GST excl | | Opex |
| Name: | Sharon Mason | | | |
| Position/title: | Chief Executive Officer | | | |
| Signature: | Ox Mwon | | Date: 29 May 202! | 5 |

| Current costs to the Council | | |
|------------------------------|----------------------------|------------|
| Total cost: | \$936,000 ex GST per annum | Cost code: |
| | | 100957301 |

Approval of the evaluation criteria and methodology

| Subject matter expert (if applicable) | | | |
|---------------------------------------|----------------------------|--|--|
| Name: | James Dring | | |
| Position/title: | Technology Project Manager | | |
| Signature: | Date: | | |
| | | | |
| | | | |
| | | | |

Approval of the proposed terms and conditions of contract

| Legal advisor (applicable if high value/high risk or of high public interest) | | |
|---|-------------------------------|--|
| Contract type: | Master Services Agreement | |
| Contract term: | 3 years plus 1 year | |
| Name: | Dominika Mitchell | |
| Position/title: | Senior Council Legal and Risk | |
| Signature: | Date: | |

Background

What we are buying and why

- This plan relates to the purchase of Cloud hosting services.
- The key objective of this procurement is to reduce the cost of these services to the Council and to improve our Disaster Recovery (DR) capability.
- The procurement's proposed outcomes are Opex savings
- Details of the current supply arrangement are contained in the following section 'Requriements and costs'.

Importance to Selwyn District Council

- This procurement is strategic security of the Councils cloud environments
- This means improved cloud services which will provide DR capability at an improved price point
- Strategies to address this include selecting a vendor who can provide these services across the full portfolio of Council requirements
- Ensuring that the Council is receiving good value for money for Cloud services (we are expecting material savings)
- Being able to implement within 90 days of the contract being signed.
- Specified reporting requirements detailing Cloud services performance
- A single vendor to provide the Cloud technology and associated transition services

Market analysis

The supply market

- The incumbent is Softsource VBridge
- The key suppliers and their market shares are Azure, AWS, Datacom, Sparkand includes the incumbent
- The key buyers and their influence on the market (demand) are minimal. Nationally the Council is a relatively small Digital environment.
- Competition is primarily based on price, quality and level of support services
- The degree of competition is high. There are multiple vendors in this market space
- Existing pricing methodologies are pay per use. Factors affecting pricing include the number
 of environments hosted the resources required such as CPU's Memory and Storage etc and
 the wraparound of support services the client requires.
- The availability of alternative or substitute goods/services is good with multiple vendors providing these services throughout New Zealand.
- The nature and quality of the supply chain is dependent on availability of good support staff to manage the environments and hardware being available from offshore manufacturers
- In summary, current market behaviours are active with multiple customers looking to reduce hosting costs. This situation impacts on buyers by driving vendors to develop cheaper options for the provision of the services delivering more competition and value for money
- If the market was to change in the future the council would be able to exit the contract after year 3 without penalty to take advantage of any changes.
- The likely impacts that this procurement will have on the market are minimal. Selwyn
 District Council has a small to medium size digital footprint from a national perspective.
 With a staff of approximately 650 of which only 550 are considered full time, the Council would be a mid-sized customer.

Selwyn District Council's value as a customer

- With the addition of a separate water entity any contracts could be leveraged to improve an overall negotiating position to drive costs down.
- Value as a customer will be dependent on which vendor is selected as each vendor will have
 different complementary services which SDC may choose to utilise. Within some vendors we
 will be a mid-sized customer and others we would be considered small as they are
 international players. Having a District Council mas a customer is considered a significant
 win for most organisations.

Power and dependency

- An assessment of the levels of power and dependency between the agency and suppliers has been undertaken. This shows that the buyer and supplier are independent.
- This means SDC are able to select a vendor without having to consider what impact this may have on other services.

Desired supplier relationship

- Given the proposed length of the contract, the level of desired trust and communication with the supplier and the approach to managing risk, the agency will seek a strategic and collaborative relationship with the successful supplier.
- This means the council would be intending to leverage services available from the winning supplier to further reduce the cost if the vendor was to provision additional digital services.

Commercial

Cost of going to market

• Only internal costs are being incurred for the development of the RFP. These are distributed across the Digital Services and Legal teams. No external assistance is considered necessary for the assessment of the RFP submissions and negotiation of the contract.

Vendor Management

- A formal meeting was held with the Vendor Account Manager and CEO of SSVB to discuss
 cost saving opportunities on the 1st May 2025. During the discussion with the Vendor
 team, they indicated that they could review our current environment and make
 recommendations for cost savings. No cost savings have been proposed as an outcome
 from that meeting.
- 15th May 2025 SSVB were formally notified that the Council was considering going to RFP to consolidate our cloud platforms to reduce cloud hosting costs.
- 26th May 2025 The Vendor account manager called and asked when the RFP is likely to go to market. The Vendor was informed that we are working through our internal processes ahead of a formal advance notice going onto GETS

Exit Clause

• The clause within the Soft Source VBridge (SSVB) contract allows for SDC to exit the contract by giving three months' notice if the contract is terminated within 24 Months of commencement date which was the 15th August 2023. The customer will be required to pay a termination fee equal to two times the most recent monthly charge. As the monthly charges are based on services used and are variable, should the RFP be awarded to another vendor, SDC could reduce the services consumed from SSVB to a minimum amount and keep the contract running through to the formal termination date of 14th August 2026 and not incur an exit fee. Or alternately reduce the services consumed to minimise the fee payable.

Requirements and costs

Our requirements

In summary we need to procure a cloud hosting solution with the necessary support services
and disaster recover capability that meet SDC's current and forecast requirements. The
intent of the Selwyn District Council is to become a digitally enabled district utilising
technology to improve citizens lives while controlling costs through the utilisation of leadingedge technology vendors and their equipment and expertise.

Key dates

- We require the contract to commence by 1st July 2025 to maximise our financial savings opportunities
- We estimate that the sourcing of the supplier and contract negotiations will take 6 weeks to complete.
- This means that the tender must be initiated in May 2025.

Estimated costs

An estimate of the total cost over the whole-of-life of the contract, exclusive of GST is \$2,150,000

Estimated whole-of-life costs

| Pre-acquisition | Start-up cost | | | | |
|---------------------|---------------------------------|-------------------|---------------|-----------|-----------|
| Design and | \$150,000 | | | | |
| specification and | | | | | |
| Transition services | | | | | |
| Expert advice | \$0:00 | | | | |
| Legal services | \$0:00 | | | | |
| Acquisition | | Year 1 | | | |
| Transition | | \$150,000 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Operating costs | | Year 1 | Year 2 | Year 3 | Year 4 |
| Cloud Hosting | | \$500,000 | \$500,000 | \$500,000 | \$500,000 |
| Parts | | \$ | \$ | \$ | |
| Labour | | \$ | \$ | \$ | |
| Maintenance | | \$ | \$ | \$ | |
| Disposal | | | | | Year 4 |
| Decommissioning | | | | \$ | |
| Removal | | | | \$ | |
| Disposal costs | | | | \$ | |
| | Start-up | Year 1 | Year 2 | Year 3 | Year 4 |
| Totals | \$ | \$650,000 | \$500,000 | \$500,000 | \$500,000 |
| | | | Sub-total | \$ | 2,150,000 |
| | Less residual value on disposal | | | \$ | |
| | Estimated | total cost over w | vhole-of-life | \$ | 2,150,000 |

Key stakeholders

Internal stakeholders

The key internal stakeholders are

Internal stakeholders' roles and level of engagement

| Role | Characteristics | Stakeholders |
|-------------|--|----------------------------------|
| Responsible | The person or people responsible for | James Dring / Dominika Henderson |
| | undertaking the procurement. | |
| Accountable | The person or people that have authority | Matt McGrath |
| | to make decisions and are accountable for | |
| | the outcomes. | |
| Supportive | The person or people that do the real | Paul Stevens, James Reese, Tori |
| | work. | Alfeld, Adam Thomas |
| Consulted | The person or people who needs to be | Stacey Halland, Andy Thompson, |
| | consulted to add value or get 'buy-in. | Helen Roulston |
| Informed | The person, people or group, groups that | SDC Leadership team |
| | need to be kept informed of key actions | |
| | and results. These people are not involved | |
| | in decision-making or delivery. | |

External stakeholders

The key external stakeholders will be identified as part to the tender process.

External stakeholders' roles and level of engagement

| Role | Characteristics | Stakeholders |
|-------------|---|--------------|
| Responsible | The person or people responsible for | TBA |
| | undertaking the procurement. | |
| Accountable | The person or people that have authority to | TBA |
| | make decisions and are accountable for the | |
| | outcomes. | |
| Supportive | The person or people that do the real work. | N/A |
| Consulted | The person or people who needs to be | N/A |
| | consulted to add value or get 'buy-in. | |
| Informed | The person, people or group, groups that | N/A |
| | need to be kept informed of key actions and | |
| | results. However, they are not involved in | |
| | decision-making or delivery. | |

Communications

• Selwyn District Council will communicate with internal stakeholders by regular emails during the procurement process.

- External Stakeholders: each vendor will provide one nominated individual and contract
 details to SDC as part of their response to the RFP. All correspondence by the vendor to SDC,
 and SDC to the vendor, will use the email: james.dring@selwyn.govt.nz.
- Notice will be published on GETS when a contract has been awarded.

Tendering process

Type of tender

- There is currently no All-of-Government, syndicated or other collaborative contract which can meet this requirement. Other approaches to market, including collaboration, that were considered are not appropriate for this requirement.
- The recommended approach to market is a one-step competitive tender
- The reason for this recommendation is there are several vendors capable of delivering the services to the Council. Key drivers include improved performance, cost reduction maintaining a high level of service delivery improved disaster recovery capability. Many of the smaller players in the market lack the ability to provide effective 24X7 support and DR capability that the Council require but through the GETS process will be invited to tender a submission.
- This approach to market complies with Council procurement policy, and follows Council standards

Market engagement

- In developing the business case and analysing the market, the agency engaged with multiple suppliers.
- The contract opportunity will be advertised on GETS, including an advance notification to tender. There are currently three vendors providing services to SDC who have been informed of SDC's intention to go to tender. It is expected that all three vendors, as well as other vendors in the NZ market will consider submitting a proposal for the provision of the services if it is within their capability.

Evaluation team

A cross-functional team will be involved in the evaluation of bids and recommending the preferred supplier.

Non-voting members

| Role | Name | Organisation |
|----------------------------|--------------------|-------------------|
| Chair of evaluation panel: | Matt McGrath | Digital Services |
| Administrative support: | Michelle Mordaunt | Digital Services |
| Financial analyst: | Niel Koch | Financial Control |
| Legal advisor: | Dominika Henderson | Legal and Risk |
| Probity auditor: | Julie Hands | Legal and Risk |
| Security Auditor | Dimitri Souleliac | Coresilium |

Voting members

| Representative/s | Name | Organisation | |
|-------------------------|--------------|----------------------------|--|
| Business group/owner: | Matt McGrath | Digital Services CDO | |
| User group/beneficiary: | Paul Stevens | Operations Team Leader | |
| Subject matter expert: | James Dring | Technology Project Manager | |

Proposed timeline

The proposed timeline for the procurement is as follows. Please note that this example is based on a one-step open tender.

Indicative timeline

| Action | Indicative date | | |
|--|-----------------------------|--|--|
| Pre-procurement | | | |
| Procurement plan approved | 26 th May 2025 | | |
| Tender documents developed | 30 th May 2025 | | |
| Tender documents approved | 16 th June 2025 | | |
| Pre-procurement market engagement | 16 th May 2025 | | |
| Advance notice published on GETS | 27 th May 2025 | | |
| Tender | | | |
| Tender advertised on GETS | 30 th May 2025 | | |
| Supplier briefing/s | N/A | | |
| Last date for supplier questions | 13 th June 2025 | | |
| Last date for agency to answer questions | 16 th June 2025 | | |
| Tender closing date | 20 th June 2025 | | |
| Evaluation | | | |
| Panel confidentiality and conflict of interest declarations signed | 30 th May 2025 | | |
| Evaluation panel meets | 23 rd June 2025 | | |
| Interview short listed suppliers | 30 th June 2025 | | |
| Supplier site visits/product testing | N/A | | |
| Panel minutes and recommendation | 2 nd July 2025 | | |
| Recommendation accepted/denied | 3 rd July 2025 | | |
| Post-evaluation | | | |
| Advise bidders of outcome | 4 th July 2025 | | |
| Debrief unsuccessful suppliers | 9 th July 2025 | | |
| Due diligence and contract negotiation | 18 th July 2025 | | |
| Contract award notice published on GETS | 21 July 2025 | | |
| Contract start date | 4 th August 2025 | | |

Evaluation methodology

Evaluation method

- The evaluation model that will be used will be score based on weighted attribute as defined below in the evaluation criteria.
- Price will be a weighted criterion. Price will be considered in determining overall value for money over the whole-of-life of the contract.

Evaluation criteria and weightings

Each supplier must meet all of the following pre-conditions before its bid will be considered for evaluation on its merits.

Preconditions

| 1. | Approved provider on the All of Government procurement board |
|----|--|
| 2. | Must have ISO27001 accreditation |
| 3. | Supplier must hold current professional indemnity insurance of no less than 10million Dollars. |
| 4. | Must have offices located in the Canterbury region |
| 5. | Must have the capability to deliver 24 X 7 X 365 service coverage |
| 6 | Must have Azure and AWS accreditation |
| 7 | Must have the ability to deliver PAAS and IAAS and public cloud solutions |
| 8 | Must be able to offer DR capability at an alternate site |
| 9 | Must offer a Pay as we use financial model |

Having met all the preconditions qualifying bids will be evaluated on their merits using the following evaluation criteria and weightings.

Evaluation criteria

[Please note that this model includes price as a weighted criterion.]

| Criterion | Weighting |
|---|-----------|
| Technical merit (fit for purpose) | 30% |
| Degree to which good/services meet or exceed requirements | 10 |
| Quality of goods/services | 10 |
| Degree of innovation | 5 |
| Level of risk associated with the proposal | 5 |
| Capability of the supplier to deliver | 30% |
| Supplier's size, structure and annual turnover | 5 |
| Track record in delivering similar goods/services | 10 |
| Understanding of the requirements | 10 |
| Operational and financial systems to manage delivery | 5 |
| Value for money (based on whole-of-life cost) | 30% |
| Total costs over whole-of-life | |
| Public value | 10% |
| OHADHA Economic (making it happen for Selwyn) Matatika Ethical (being brave | |
| think differently) | |
| Total weightings | 100% |

The panel will use the following rating scale to evaluate suppliers' bids against the criteria.

Rating scale

| Description | Definition | Rating |
|-------------|---|--------|
| Excellent | Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence. | 9-10 |
| Good | Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the | 7-8 |

| Description | Definition | Rating |
|--------------|---|--------|
| | goods / services. Response identifies factors that will offer potential | |
| | added value, with supporting evidence. | |
| Acceptable | Satisfies the requirement. Demonstration by the supplier of the relevant | |
| | ability, understanding, experience, skills, resource and quality measures | 5-6 |
| | required to provide the goods / services, with supporting evidence. | |
| Minor | Satisfies the requirement with minor reservations. Some minor | |
| reservations | reservations of the supplier's relevant ability, understanding, experience, | 2.4 |
| | skills, resource and quality measures required to provide the goods / | 3-4 |
| | services, with little or no supporting evidence. | |
| Serious | Satisfies the requirement with major reservations. Considerable | |
| reservations | reservations of the supplier's relevant ability, understanding, experience, | 1-2 |
| | skills, resource and quality measures required to provide the goods / | 1-2 |
| | services, with little or no supporting evidence. | |
| Unacceptable | Does not meet the requirement. Does not comply and/or insufficient | |
| | information provided to demonstrate that the supplier has the ability, | |
| | understanding, experience, skills, resource and quality measures | 0 |
| | required to provide the goods / services, with little or no supporting | |
| | evidence. | |

Innovation

Suppliers may have new and innovative ways to deliver against the specifications. The agency will accept alternative proposals on this basis.

Contract type

- The short-listed supplier will be offered a contract for goods and services based on the agency's standard terms and conditions in the form of an Master Services Agreement
- The proposed contract term is three years with an option to extend for a further 1 year
- The quality standards / key performance indicators for measuring the supplier's performance will be agreed during formal negotiations and will include a set of SLA's that the successful vendor is required to meet.
- The time frames for full delivery, is within 90 days of the formal signing of a contract and agreeing the technical solution
- Specific reporting requirements are to be provided monthly due on the first Friday of each
 month for day-to-day operational performance, or within 5 working days in the event of a
 system failure. This report would detail the issue, the resolution and any remedial action
 taken to prevent a future recurrence.
- Payment will be based on the supplier's successful completion of milestones as detailed in the contract for the Transition phase of the delivery and then after monthly in arrears for the services consumed
- New intellectual property arising because of the contract will be the property of the vendor
 unless the Intellectual property has been developed solely by the Council in which case it will
 remain the property of the Council.
- Variations to contract will be in writing and signed by both parties. Variations involving an increase in price must only be made within the limit of the financial authority.

The strategy for exiting the contract at the end of its term is to include a clause that the
vendor must agree to provide transition out services to the Council to either complete the
engagement IE the service is no longer required or provide Transition out services to an
alternate vendor at the end of the term as reasonably requested by the Council.

Transitioning to new supplier

- In the event that this procurement results in the selection of a new supplier a transition plan will be developed to actively manage the changeover. Transition arrangements will also be addressed during the negotiations with the new supplier.
- The transition may have a moderate impact on ongoing service delivery.
- Significant transition risks to be managed include: Migrating old versions of systems into a
 new environment, having to upgrade the operating system versions of the applications,
 Changing the DNS records and security profiles for applications, possible service
 interruptions while the migrations take place specifically if there are application
 interdependencies. Other technology and service provisions not listed above.
- There may be risk that backups are not being taken as the transition of the applications occur. This can be mitigated by stopping the application backing it up and migrating the halted version and once live in the new environment commencing a new data backup regime.

Managing implementation

- The responsibility for managing delivery under the contract and supplier relationship management will pass to the Technology Project Manager Digital Services on the signing of the contract. This person will develop a contract and relationship management plan in consultation with the successful supplier.
- The supplier's performance will be reviewed weekly during the transition lifecycle and then monthly with the Service Delivery manager or nominated alternative and quarterly with the Chief Digital Officer

Risk management

- Overall, this procurement is deemed to be medium value] with low risk.
- Key risks have been assessed against the risk matrix below based on our SDC Risk Framework. They have been assessed based on likelihood (L) and consequence (C).
- The risk score is calculated as likelihood (L) × consequence (C).
 L x C = Risk Score

| | | | Consequence | | | | | |
|------------|---|----------------|---------------|-------|----------|-------|--------------|--|
| | | | Insignificant | Minor | Moderate | Major | Catastrophic | |
| | | | 1 | 2 | 3 | 4 | 5 | |
| Likelihood | 5 | Almost Certain | 5 | 10 | 15 | 20 | 25 | |
| | 4 | Likely | 4 | 8 | 12 | 16 | 20 | |

| 3 | Possible | 3 | 6 | 9 | 12 | 15 |
|---|----------|---|---|---|----|----|
| 2 | Unlikely | 2 | 4 | 6 | 8 | 10 |
| 1 | Rare | 1 | 2 | 3 | 4 | 5 |

| Risk Score | Level of Risk | Action Required |
|------------|---------------|--|
| 15-25 | Extreme risk | Requires immediate assessment of actions / controls |
| 8-14 | High risk | Requires remedial assessments and increased monitoring |
| 4-7 | Moderate risk | Monitor procedures and/or modification of existing practices and training |
| 1-3 | Low risk | No formal requirement for further action, unless escalation of risk is possible. |

Key risks in the procurement process

| Risk | L | С | Inherent | Mitigation | L | С | Residual risk |
|---|---------|---------|-------------|--|---------|---------|---------------|
| | (Score) | (Score) | Risk Rating | action | (Score) | (Score) | rating |
| Council may not get the best financial outcome | 2 | 4 | Moderate | Multiple vendors are issued tenders to make the process contended | 1 | 2 | Low |
| Low market response | 2 | 2 | Moderate | The tender will be available nationally as it will be listed on GETS | 1 | 2 | Low |
| Inconsistent RFP document | 3 | 3 | Moderate | Document will be peer reviewed before issue | 2 | 2 | Moderate |

Key risks in delivering the contract

| Risk | L (Score) | C (Score) | Inherent Risk Rating | Mitigation action | L (Score) | C (Score) | Residual risk rating |
|--|--------------|--------------|-------------------------|---|--------------|--------------|-------------------------|
| Variations, the winning vendor has not included all service required for provisioning the cloud services. | 2 | 3 | Moderate | Ensure all services are included in the negotiation phase and written into the contract for services to be provided | 1 | 2 | Low |
| The winning vendor is unable to source the required severs and or licensing to deliver the solution The winning vendor is unable to source the required severs and or licensing to deliver the solution | 1 | 2 | Low | The contract start date is mutually agreed to a delayed start date when equipment and or licensing / resource are available | 1 | 2 | Low |

Probity management

It is essential that the agency demonstrates ethics and integrity in its procurements. This means:

- acting fairly, impartially, and with integrity
- being accountable and transparent
- being trustworthy and acting lawfully
- managing conflicts of interest
- protecting the supplier's commercially sensitive and confidential information.

Probity in this procurement will be managed by:

- ensuring compliance with the agency's code of conduct
- ensuring that financial authority for the procurement is approved before proceeding to tender
- ensuring everyone involved in the process signs a confidentiality agreement and declares any actual, potential or perceived conflict of interest
- identifying and effectively managing all conflicts of interest
- ensuring that all bids are opened at the same time and witnessed
- numbering copies of suppliers' tenders and returning them to the panel chair once the tender process ends
- retaining one copy of each supplier's tender and destroying the remaining copies once the tender process ends
- treating all suppliers equally and fairly
- providing each supplier with a comprehensive debrief at the end of the tender process.

Contract delivery

The responsibility for managing delivery under the contract and supplier relationship
management will pass to James Dring Project Manager on the signing of the contract. This
person will develop a contract and relationship management plan in consultation with the
successful supplier.

Contract completion

End of term

Not applicable

At the end of the original contract, there will be an option to extend the contract by 1 year, subject to good performance by the supplier and continued best value-for-money over the proposed period being delivered.

Exit strategy

3 months continuously of failing to meet the Service levels agreed within the contract Our strategy to exit from the contract or to continue beyond the expiry of the contract, will be either via a new contract or an extension to the contract being agreed. Alternately the Council may choose to return to market for an alternate solution provider should there be a significant change in the delivery of similar services in the market. An example may be a new player entering the New Zealand market offering discounted services at the same service levels.

to continue delivering the services at the then market price until either a new contract is signed, or the services are transitioned to a new vendor or back into the Council.

Appendix 1:

Specification of requirements

Specifications will be captured as part of the RFP Standard Master Services Agreement (MSA) to apply Statement of work (SOW) to cover transition and implementation