



REQUEST FOR STANDING OFFER (RSO)

FOR

IBM Cognos Analytics Products and Related Services

For the Department of Cyber Security and Digital Solutions

Request for Standing Offer Number: DOC3340868953

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation	3
1.2 RSO Contact	3
1.3 Type of Contract for Deliverables	4
1.4 RSO Timetable.....	4
1.5 Submission of Bids	4
PART 2 – EVALUATION OF BIDS	7
2.1 Stages of Evaluation	7
2.2 Stage I – Mandatory Submission Requirements	7
2.3 Stage II – Pricing.....	8
2.4 Stage III – Condition of Award/Selection of Highest Total Weighted Score	8
2.5 Notification to Other Bidders.....	8
3.1 General Information and Instructions	9
3.2 Business Registration	10
3.3 Communication after Issuance of RSO	11
3.4 Notification and Debriefing.....	12
3.5 Conflict of Interest and Prohibited Conduct.....	12
3.6 Confidential Information.....	14
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	14
3.8 Departmental Participation	16
APPENDIX A – FORM OF AGREEMENT.....	17
APPENDIX B – SUBMISSION FORM.....	18
APPENDIX C – SUBMISSION PRICING FORM	19
APPENDIX D – RSO PARTICULARS	20
D.1 The Deliverables.....	20
D.2 Material Disclosures.....	25
D.3 Account Team Submission Form.....	25

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Standing Offer (the “RSO”) is an invitation by the Province of Nova Scotia (the “Province”) to prospective bidders to submit bids for the provision of IBM Cognos Analytics Products and Related Services to the **Department of Cyber Security and Digital Solutions (CSDS)**, as further described in the RSO Particulars (Appendix D) (the “Deliverables”). This RSO is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

The Cyber Security and Digital Solutions (CSDS) is responsible for leading the digital transformation of public services and supporting the delivery of secure, accessible and citizen centred services across the Province.

The priorities of CSDS are:

- delivering simple & secure public services that work the way people expect them to
- enabling accessible data for better decision making
- reducing risk in old technology
- securing government services & people’s information
- supporting the public service in embracing digital ways of working and thinking

IBM Cognos Analytics is currently used to support reporting, analytics, and data management requirements across the Province. Therefore, the Province requires continued access to IBM Cognos licensing, subscription and support, related IBM products, and associated services to support ongoing operational requirements.

1.2 RSO Contact

For the purposes of this procurement process, the “RSO Contact” shall be:

Arif Inamdar, Procurement Specialist

All communications must be directed through the Ariba Sourcing Event Message Board

The Ariba Sourcing Event Message Board is an area in Ariba where all system notifications and Government of Nova Scotia (GNS) created messages can be viewed. Suppliers can send messages directly to the GNS procurement team through the Event Message Board. Note: All messages sent from suppliers can only be viewed by the GNS Procurement team and not by other suppliers that are participating in the same sourcing event.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RSO Contact or their designate, concerning this RSO. Failure to adhere to this

rule may result in the disqualification of the bidder and the rejection of the bidder's response.

1.3 Type of Contract for Deliverables

The selected bidder will be requested to enter into an agreement with the Province for the provision of the Deliverables in the form attached as Appendix A to the RSO (the "Agreement"). The initial term of the agreement will be for a period of two **(2) years**. The Province reserves the right to extend the agreement for **three (3) optional one (1) year** extension(s) beyond the initial term, for an overall potential maximum of **five (5) years** in total.

Price increases or discount changes at the time of extension may be contemplated by the Province if the supplier can demonstrate to the satisfaction of the Province that the supplier's costs have increased significantly from the original contracted price and the supplier's cost increases can be independently verified by the Province.

1.4 RSO Timetable

Issue Date of RFP	October 2, 2026
Deadline for Questions	October 21st, 2026
Deadline for issuing addenda	October 23rd, 2026
Submission Deadline Date and Time	October 28th @ 2:00 PM Atlantic Time
Anticipated Execution of Agreement	November 1 st , 2026

The RFP timetable is tentative only and may be changed by the Province at any time.

1.5 Submission of Bids

1.5.1 Bids must be submitted through Ariba

Bidders are responsible for ensuring their entire bid is submitted through Ariba Discovery in the designated response submission location. The Province will not be responsible for any delay or failure of the transmission or receipt of the bid including, but not limited to, the following:

- (a) receipt of a garbled, corrupted or incomplete bid;
- (b) availability or failure of any SAP Ariba system function or component;

- (c) internet connectivity or availability issues;
- (d) incompatibility between the sending and receiving equipment;
- (e) delay in transmission or receipt of the bid;
- (f) failure of the bidder to properly identify the bid;
- (g) illegibility of the bid; or
- (h) security of bid data.

If more than one file is required to be attached, the proposal is to be submitted through Ariba in a Zip folder. The maximum size of a file you can upload to each response field in an event is 100 MB.

The Province bears no responsibility to investigate any issue related to SAP Ariba system function or component. The Province recommends that bidders allow sufficient time to upload their bid and attachment(s) (if applicable) and to resolve any issues that may arise.

1.5.2 Bids to be submitted on Time

Bids must be submitted on or before the Submission Deadline as indicated in the RFP Timetable section. Responses submitted after the Submission Deadline will be rejected. The official logged time of bid submission will be set by Ariba, which will be assumed to be correct. If bid is submitted after the deadline an error message will be shown.

1.5.3 Bids to be submitted in Prescribed Format

All bids must be submitted through the Ariba Sourcing Event. The Province will not accept paper bids submitted by hand delivery, facsimile transfer or bids by email.

1.5.4 Amendment of Bids Prior to Submission Deadline

Bidders may revise their bid through the Ariba Sourcing Event any time prior to the Submission Deadline.

1.5.5 Withdrawal of Bid

Bidders may withdraw their bids any time prior to the Submission Deadline. To withdraw a bid, a bidder must send a notice of withdrawal to the RSO Contact through the Ariba Sourcing Event Message Board, as set out in RSO Contact section, declining to participate further.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **one-hundred and twenty (120)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF BIDS

2.1 Stages of Evaluation

The Province will conduct the evaluation of bids in the following three stages:

Stage I: Mandatory Submission Requirements

Stage II: Pricing

Stage III: Condition of Award

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all the Mandatory Submission requirements. Proposals that do not comply with all the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements for this RSO are as follows:

2.2.1 No Amendments to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RSO, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, will be disqualified.

2.2.2 Submission Form ([Appendix B](#))

Each bid must include a Submission Form ([Appendix B](#)) completed and signed by an authorized representative of the bidder ([Appendix B](#) is located within the Ariba Event). The bidder must include all requested and applicable information from [Appendix B – Submission Form](#) to be considered compliant.

2.2.3 Submission Pricing Form ([Appendix C](#))

Each Bid must include a Submission Pricing Form ([Appendix C](#)) completed according to the instructions contained in the form. Confirmation of compliance with this mandatory submission requirement will take place in Stage II Pricing.

2.2.4 Account Team Submission Form ([Appendix D](#))

Each bid must include an Account Team Submission Form ([Appendix D](#)) completed according to the instructions contained in the form.

2.3 Stage II – Pricing

Stage II will consist of a review to determine whether bids comply with the Mandatory Submission requirements (Appendix C), followed by scoring of the submitted pricing of compliant bids in accordance with the evaluation criteria set out in the Submission Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of **mandatory submission requirements** has been completed.

The compliant bidder with the highest total weighted pricing score, calculated in accordance with section C.3, shall be considered the highest ranked bidder for pricing. Prior to moving to the next stage, if there is a tie in the Total Evaluated Price, the short-listed bidder will be determined by way of a coin toss.

2.4 Stage III – Condition of Award/Selection of Highest Total Weighted Score

After the completion of Stage II – Pricing, the short-listed lowest compliant bidder will be notified to fulfil the following condition(s) of award:

a) **Authorized IBM Business Partner Certification**

Within five (5) business days of the notification, the short-listed bidder with the highest total weighted pricing score will be required to submit current **IBM Business Partner Certification** proving the bidder is an authorized reseller of IBM Cognos Analytics in Canada. Bidders may also include their IBM Business Partner Certification documentation with their bid submission.

If the short-listed bidder cannot meet the conditions of the award, then the bidder will be disqualified, and the Province will notify the next compliant bidder with the highest total weighted pricing scorer to fulfil the conditions of the award.

Upon fulfillment of the condition of award, the short-listed bidder will be issued an Agreement in accordance with Part 3. The short-listed bidder selected pursuant to this RSO process will be informed in writing. Should the Successful Bidder decline to act on the Agreement issued by the Province, the Province may (in addition to its other remedies) award the Agreement to the next complaint bidder with the highest total weighted pricing.

2.5 Notification to Other Bidders

Once an agreement is finalized and executed by the Province with a bidder, the other bidders will be notified in accordance with the Terms and Conditions of the RSO Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RSO PROCESS

3.1 General Information and Instructions

3.1.1 RSO Incorporated into Bid

All of the provisions of this RSO are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RSO, including the terms of the Agreement in [Appendix A](#), either as part of its bid or after receiving notice of selection, may be disqualified.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RSO. Where information is requested in this RSO, any response made in a bid should reference the applicable section titles of this RSO.

3.1.3 Language

All bids must be in English.

3.1.4 Eligibility

In accordance with the Nova Scotia Government's Public Procurement Policy, proponents are advised that the Province reserves the right to exclude proposals from jurisdictions where unfair trade barriers, including but not limited to tariffs, have been imposed, or as may be justified by national security or similar exceptions. This may impact the eligibility of proponents and/or the acceptance of any related proposals.

3.1.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.6 References and Past Performance

In the evaluation process, the Province may include information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Province.

3.1.7 Information in RSO Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RSO, received from the RSO Contact, or issued by way of addenda. Any quantities shown or data, or opinion contained in this RSO or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RSO.

3.1.8 Bidders to Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or presentations.

3.1.9 Bid to be retained by the Province

The Province will not return the bid, or any accompanying documentation submitted within Ariba.

3.1.10 Third Party Assistance with Evaluation

The Province reserves the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment by the Province of any one or more of these advisors/consultants will be at the Province's sole and absolute discretion. The Province may use any such advisors/consultants in any way it, in its discretion, considers necessary.

3.1.11 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province.

3.2 Business Registration

Bidders may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<https://rjsc.novascotia.ca/>

The status of a bidder's business registration does not preclude the submission of a bid in response to this RSO. A bid can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the Successful Bidder is registered and in good standing, in accordance with applicable laws.

If the bidder's business is not required to register in Nova Scotia, the bidder will be required to submit registration from their applicable jurisdiction.

3.3 Communication after Issuance of RSO

3.3.1 Bidders to Review RSO

Bidders shall promptly examine all of the documents comprising this RSO, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

through the Ariba Sourcing Event Message Board, to the RSO Contact, as set out in the RSO Contact section, on or before the Deadline for Questions. The Province is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RSO Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RSO Contact. It is the responsibility of the bidder to seek clarification from the RSO Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the bidder concerning this RSO or its process.

3.3.2 All New Information to Bidders by Way of Addenda

This RSO may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RSO, such information will be communicated by addendum through the Ariba Sourcing Event Message Board. Each addendum forms an integral part of this RSO and may contain important information, including significant changes to this RSO. Proponents are responsible for reviewing all addenda issued by the Province.

3.3.3 Verify and Clarify

During the evaluation process, the Province may request further information from the bidder or third parties to verify or clarify the information provided in the bidder's bid, including but not limited to clarification with respect to whether a bid meets the Mandatory Technical requirements set out in the Mandatory Technical Requirements section of the RSO Particulars ([Appendix D](#)). The Province may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.4 Notification and Debriefing

3.4.1 Selection of Bidder and Execution of Agreement

The Province will notify the selected bidder in writing. The selected bidder shall execute the Agreement in the form attached as [Appendix A](#) to this RSO and satisfy any other applicable conditions of this RSO within fifteen (15) days of notice of selection, unless otherwise specified in the RSO.

3.4.2 Failure to Enter into Agreement

In addition to all of the Province's other remedies, if a selected bidder fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder or cancel the RSO Process.

3.4.3 Notification of Contract Award

Once an Agreement is executed by the Province with a bidder, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.4 Debriefing

Bidders may request a debriefing after posting of the outcome of the procurement process. All requests must be made through the Ariba Sourcing Event Message Board, to the RSO Contact and must be made within thirty (30) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4.5 Supplier Complaint Procedure

If a bidder wishes to file a complaint in regard to the RSO process, it must provide notice to the RSO Contact within sixty (60) days of posting of the outcome of the process and the Province will respond in accordance with its Supplier Complaint Protocol.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The Province may disqualify a bidder for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form [\(Appendix B\)](#).

3.5.2 Disqualification for Prohibited Conduct

The Province may disqualify a bidder, rescind an invitation to negotiate or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RSO.

3.5.3 Prohibited Bidder Communications

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form [\(Appendix B\)](#).

3.5.4 Bidder not to Communicate with Media

A bidder may not at any time directly, or indirectly, communicate with the media in relation to this RSO or any Agreement entered into pursuant to this RSO without consent of the Province, and then only in coordination with the Province.

3.5.5 No Lobbying

A bidder shall not, in relation to this RSO or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Bidder.

3.5.6 Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RSO.

3.5.7 Rejection of Bids

The Province may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the bidder to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or

- (d) the Province's past experience with the bidder within the last 18 months for similar or related services.

3.6 Confidential Information

3.6.1 Confidential Information of the Province

All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the Province and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province; and
- (d) must be returned by the proponent to the Province immediately upon request of the Province.

3.6.2 Confidential Information of Bidder

A bidder should identify any information in its bid, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed on a confidential basis to advisers retained by the Province to advise or assist with the RSO process, including the evaluation of bids.

3.6.3 Personal Information International Disclosure Protection Act

The *'Personal Information International Disclosure Protection Act* creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. A copy of the Act is available online at: <https://nslegislature.ca/sites/default/files/legc/statutes/persinfo.htm>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

- (a) make public the names of any or all bidders;
- (b) request written clarification in relation to a bidder's bid;

- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any bidder or with a third party any information set out in a bid;
- (e) check references other than those provided by any bidder;
- (f) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this RSO;
- (h) amend this RSO process without liability at any time prior to the execution of a written agreement between the Province and a bidder. These changes are issued by way of addendum in the manner set out in this RSO;
- (i) cancel this RSO process without liability at any time prior to the execution of a written agreement between the Province and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RSO. The Province may in its sole discretion issue a new RSO for the same or similar Deliverables; or
- (j) reject any or all bids

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.7.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this bid process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Province's decision to not accept the bid submitted by the bidder, to enter into an Agreement with any other bidder or to cancel this bid process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These Terms and Conditions of the RSO Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Province; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable

3.8 Departmental Participation

By submitting a Proposal in response to this Request for Proposals (RFP), the Proponent irrevocably undertakes and agrees that, if successful and following execution of an agreement with the Province of Nova Scotia on behalf of the originating department identified in this RFP (a “Departmental Contract”), the Proponent will make the specified goods and/or services available, on the same terms and conditions as those agreed to in the Departmental Contract, to any other Government of Nova Scotia department, upon request by such department.

The Proponent’s obligation to make the goods and/or services available to other Government of Nova Scotia departments is subject to the condition that the Proponent is not required to make material capital or operational expenditures in order to accommodate any subsequent request for goods and/or services.

Any Government of Nova Scotia department seeking to access the goods and/or services pursuant to the Departmental Contract must enter into a separate contract directly with the Proponent.

For the purposes of this section, a Government of Nova Scotia Department means any department as defined in the Public Procurement Policy as: “A department, office or agency created by or pursuant to the Public Service Act”.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms of the agreement that will be used for this project have been provided in a separate pdf document labelled as: “**Appendix A DOC3323092063 – Software Reseller Agreement.pdf**”

See the Ariba Sourcing Event to locate this document.

Please be advised, in accordance with Section 2.2.1 of this RSO, any bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RSO, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

APPENDIX B – SUBMISSION FORM

The Submission form is located in the Ariba Event.

APPENDIX C – SUBMISSION PRICING FORM

The Submission Pricing Form that will be used for this project has been provided in a separate excel document labelled as: **“Appendix C DOC3323092063 – Submission Pricing Form.xlsx”**

See the Ariba Sourcing Event to locate this document.

APPENDIX D – RSO PARTICULARS

D.1 The Deliverables

CSDS Data Engineering, Policy Standards and Analytics is responsible for establishing and maintaining secure, trusted, reliable and accessible data to support public policy, reporting, analytics and information sharing across government. IBM Cognos Analytics is one of the key tools used to support these requirements.

IBM Cognos Analytics products and related IBM technologies are used across Provincial Departments, Agencies and Authorities to support reporting, analytics and data management requirements. Continued access to licensing, support and related services is required to support ongoing operations.

The Province is seeking to establish a standing offer with IBM or an authorized reseller for the provision of IBM Cognos Analytics and related products and services including:

- Software licenses
- Subscriptions and support services
- Associated tools and components

The resulting Standing Offer is intended to provide a flexible procurement vehicle capable of supporting both current and future IBM Cognos-related requirements throughout the term of the Agreement

The purpose of the resulting standing offer is to support the requirements of CSDS Data Engineering, Policy Standards and Analytics. The resulting agreement is not intended to represent all IBM software requirements nor does it restrict the Province from establishing additional agreements for IBM products, services or technologies where required.

D.1.1 SCOPE AND FLEXIBILITY

I. PRODUCT SCOPE

1. Cognos Analytics Licenses
2. Cognos Analytics Support & Subscription
3. Cognos Development & Enablement Tools
4. IBM Data & Integration Tools
5. IBM Licensing Utilities & Tools

The resulting Agreement shall apply to current, successor, replacement, renewal, support, subscription, enhancement, and upgrade products within the corresponding product category.

II. SERVICES SCOPE

The Successful Bidder may provide services related to IBM products, including:

1. Implementation and configuration services
2. System optimization and performance tuning services
3. Upgrades and version enhancements
4. Technical advisory services
5. Technical support services
6. Issue resolution and system maintenance support

III. SERVICES AUTHORIZATION AND CONTROL

The Province reserves the right to approve, reject, limit or otherwise control the procurement of services under this agreement.

The Province may establish approval authorities, spending limits or usage limits for professional and technical services acquired under this agreement.

D.1.2 ACCOUNT TEAM

- i. The Successful Bidder will be required to provide an account team experienced in IBM Cognos Analytics and related IBM products and services. The account team shall support product acquisition, licensing, renewals, support, contract administration and related services throughout the term of the agreement.
- ii. During the term of the Agreement, the proposed Account Team resources will proactively manage accounts under this agreement and advise of changes to items such as, but not limited to licensing, product roadmaps, upcoming licensing changes, version releases, end of life/support notices and available pricing or licensing models that may benefit the Province.
- iii. The account team is required to include:
 - a. An Account Manager, responsible for:
 - The co-ordination of the Services;
 - Point of contact for the effective handling of issue resolutions and escalations;
 - Oversight of contract administration/management per section D.1.5;
 - Notify the province of all end of life or end of support for current versions as soon as possible and at least 180 days prior to impact;
 - Ensure appropriate backup account-team resources are available when required, at no additional cost to the Province.
 - b. Pre-Sales and Post-Sales support resources, responsible for:
 - Assisting with inquiries and the selection of the most appropriate product matching the requirements
 - Assist in resolving licensing, subscription, support and renewal issues related to products purchased under the agreement.
 - Provide assistance and/or guidance regarding available version upgrades, product transitions and related licensing considerations.

c. Sales and Ordering support resources, responsible for:

- Ensuring the ordering process outlined in section [D.1.3] has been followed
 - Support the ordering, quoting, licensing, renewal and invoicing processes associated with products and services under the agreement.
- iv. An individual may perform multiple roles and multiple individuals may support a particular role; however, the Province expects a single designated Account Manager to be identified throughout the term of the agreement.
- v. A contact information listing (Account Team Submission Form – see section [D.3]) for the complete account team is to be maintained throughout the term of the Agreement, including both the bidder's and the manufacturer's key personnel, as appropriate. All changes are to be communicated to the Province's team in accordance with the Agreement.

D.1.3 SERVICE LEVEL REQUIREMENTS AND PERFORMANCE

I. PERFORMANCE

The Successful Bidder's performance will be monitored by the Province throughout the term of the agreement and any licensing or support term.

The Account Team shall be available by email and telephone during the Province's normal business hours and shall respond to requests for information, quotations, licensing inquiries and other account related matters in a timely manner.

At a minimum:

- Request for quotations shall be acknowledged within one (1) business day.
- General inquiries shall be responded to within one (1) business day.
- Issues requiring investigation or escalation shall be acknowledged within one (1) business day and the Province shall be provided with regular status updates until resolved.

The Successful Bidder shall make reasonable efforts to resolve issues as quickly as possible and shall escalate issues to the appropriate resources when required.

ii. PRODUCT LIFECYCLE MANAGEMENT

The Successful Bidder shall:

- A. Notify the Province of any product lifecycle changes that may affect products purchased under the agreement including:
1. End of Life (EOL) announcements
 2. End of Support (EOS) announcements
 3. Product discontinuations
 4. Changes to licensing or subscription models
 5. Replacement or successor products

- B. Provide written notification to the Province as soon as reasonably practicable upon becoming aware of such changes and, where possible, at least one hundred and eighty (180) calendar days prior to the effective EOL or EOS date.
- C. Upon request, provide recommendations intended to help the Province maintain continuity of service and functionality.
- D. Identify available IBM Cognos product enhancements, successor products or alternatives licensing models that may benefit the Province during the term of the Agreement.
Where a product purchased under the agreement is approaching renewal, EOL or EOS, proactively notify the Province and identify any actions required to maintain support coverage.

D.1.4 ORDERING PROCESS

The Province will provide the Successful Bidder with a description of the goods and/or services required to be supplied in accordance with the pricing, terms and conditions of the RSO. The Successful Bidder will be authorized to proceed with providing the goods and/or services required following the issuance of a purchase order.

The Successful Bidder is required to provide a complete ordering process.

Requirements for the ordering process include the following:

- i. Electronic communication is required for ordering, quotes, and invoicing. Electronic communication can occur via email or through the Successful Bidder's website.
- ii. Electronic quotations must be available upon request. Upon request, the Successful Bidder shall provide current IBM Passport Advantage MSRP pricing applicable to the Canadian market for products available under the Agreement.
- iii. Quotes must contain:
 - Quantity requested
 - Current IBM Passport Advantage MSRP applicable to the Canadian market.
 - the discount(s) applied, including the contract discount and any additional discounts, where applicable
 - Discounted unit price
 - Extended price.
- iv. Quotes received without this information will be returned to the Successful Bidder for updating. Further, quotes must:
 - Be issued within five (5) business days for standard products.
 - Should the Successful Bidder require additional time for more complex requests, such as but not limited to, custom configurations, new licensing models, professional services or manufacturer support, requests for extended time are encouraged and will be approved at the Province's discretion.
 - include a validity period/expiry date of at least thirty (30) calendar days from the date of issue.

- v. All orders, quotes, invoices, maintenance agreements, subscriptions and warranties must be applied to the appropriate account as indicated on each purchase order.
- vi. Following acceptance of the quote and confirmation of the order, the Successful Bidder shall fulfil the order within thirty (30) calendar days.
- vii. All invoices submitted under this Agreement must include the purchase order number and a detailed breakdown of the items and/or work completed, MSRP, discounts applied, net pricing and any additional information necessary to support the amount being invoiced.
- viii. Pricing provided in quotations must be consistent with the category discounts established under Section C.3.1

D.1.5 CONTRACT ADMINISTRATION AND MANAGEMENT

The Successful Bidder is required to ensure the following contract administration/management activities occur. The Province will trigger the startup process and define how long each phase occurs:

i. Contract Phase

- Initial agreement review meeting (remote or in person in Halifax NS).
- Review account structure, ordering process, key contacts, and communication protocols
- Review current licensing, subscription, support and renewal requirements
- Identify upcoming software licensing renewals, known lifecycle events and anticipated procurement requirements
- Establish the schedule for future contract review meetings

ii. Operational Phase

- Provision of products and services identified under the agreement
- Perform licensing, maintenance, subscription, and support renewals as required
- Provide contract administration and account management services.
- Proactively notify the Province of product lifecycle changes, EOL announcements, EOS announcements, licensing changes, replacement products, and renewal requirements
- Attend annual contract review meetings (remote or in person in Halifax, NS), as requested by the Province
- Review purchasing activity, licensing requirements, upcoming renewals, support status, and any planned changes to products or services available under the Agreement

iii. Agreement Completion Phase

- Complete any outstanding work and/or purchase orders

- Continue to honour any support, subscription, maintenance, warranty, or service obligations purchased during the term of the agreement.
- Provide any information reasonably required by the Province to support the completion, transition or close out of the agreement.

D.2 Material Disclosures

D.2.1 AUTHORIZED RESELLER IN CANADA

The Successful Bidder must be authorized by IBM to resell and support IBM Cognos Analytics products and related services in Canada. Proof of authorization shall be provided as a Condition of Award per section 2.4.

D.2.2 NETWORK ACCESS RESTRICTION

Direct remote access to the Government network is not permitted. Any support services providers must ensure compatibility with WAN Security Standards, Firewall Standards, and Identity Management Directory Access Standards.

<http://www.novascotia.ca/treasuryboard/manuals/PDF/300/30408-03.pdf>

D.3 Account Team Submission Form

Complete and submit the table below with your response as detailed in section 2.2.4 – Account Team Submission Form.

Account Team Role	Name of person(s) assigned to Role	Email/Phone	Office Location (City)
Account Manager			
Pre/Post sales support			
Sales/ordering			
Add additional roles as required			

The Province reserves the right to request replacement resources where the identified resources are no longer available or where performance concerns exist.