

	<b>REQUEST FOR PROPOSAL (RFP):</b>	RFP 25-032
	<b>TITLE OF RFP:</b>	Canada Emergency Business Account Web Services
	<b>ISSUE DATE OF RFP:</b>	October 1, 2025
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## STRUCTURE OF THE RFP

This Request for Proposals (the “RFP”) is structured in 5 Parts:

**Part 1: Introduction**

**Part 2: The RFP Process**

(Includes explanation of the RFP Process and Proposal requirements)

**Part 3: Proposal Requirements (Mandatory and Rated)**

Part 3 of this RFP contains the Mandatory Requirements (which are identified by the word “must” or “shall” or “will” and/or followed by the symbol “(M)”) and the Rated Requirements which are identified by the symbol “(R)”, the responses to which form the Proponent’s Proposal.

**Part 4: Contractual Services and Deliverables**

Part 4 of this RFP contains the Contractual Services and Deliverables that the Preferred Proponent must provide.

**Part 5: Rules of this RFP**

Rules pertaining to this RFP

**Note:** Defined terms for this RFP and associated Appendices will be capitalized and found in Section 1.2.

## PART 1 – INTRODUCTION

### 1.1 Export Development Canada

**1.1.1** Export Development Canada (EDC) is a Crown corporation dedicated to helping Canadian companies of all sizes succeed on the world stage. We equip them with the tools they need – the trade knowledge, financial solutions, equity, insurance, and connections – to grow their business with confidence. This in turn, creates jobs and increases prosperity at home.

As international risk experts, we help Canadian companies to navigate, manage and take on risk to support their growth beyond Canada's borders. Since 1944, businesses of all sizes and sectors have counted on us for the export knowledge and financial solutions they need to succeed in global markets. Beyond our solutions, we believe that sustainable, responsible and inclusive trade is a powerful force for good in Canada and around the world, and that's what drives us.

EDC is responsible for administering the Canada Emergency Business Account (CEBA) Program, including oversight of the portfolio of CEBA loans, facilitating collection of loans in default with the assistance of the Canada Revenue Agency, and activities related to program integrity. Although the program is administered by EDC, applications for the program and the resulting loans are established through participating financial institutions.

Originally launched on April 9, 2020, the CEBA program provided over \$49 billion in support to over 898,000 Canadian businesses. CEBA supported businesses by providing financing for their expenses that cannot be avoided or deferred as they took steps to safely navigate a period of shutdown related to COVID-19, thereby helping to position businesses for success when the economy reopened. CEBA was made available at more than 230 financial institutions across Canada, ranging from the largest banks to the smallest credit unions.

The CEBA program closed to new applications on June 30, 2021, and the last CEBA loans were funded in December 2021. CEBA has been in the repayment phase and entered the collections phase in April 2024 where if a CEBA loan is not paid within the required timeframe to the appropriate FI, it will be assigned to EDC who will work in partnership with CRA to execute collection activities.

In order to deliver CEBA services EDC has had, and will continue, to rely on a number of external vendors resulting in numerous completed and active contracts throughout the lifespan of the CEBA program. In order to execute on the government mandate to provide CEBA COVID relief services to Canadian businesses, EDC, in many cases, directly procured both the professional and platform services from external vendors, including the procurement of web services starting in 2020 to develop and support a CEBA compliant site as well as the current CEBA public facing website that provides FAQ information and a link to the CEBA Loan Holder portal.

Since the launch of collections in April 2024 the CEBA program is now, where possible, going to market for existing CEBA services in order to mitigate reputational risk and to align with federal government procurement policies and best practices. As a result, EDC is now launching an RFP for the existing CEBA program web services.

**1.1.2** EDC's Head Office is currently located at 150 Slater Street, Ottawa, Ontario, K1A 1K3. For additional information, please visit EDC's website at [edc.ca](http://edc.ca).

## **1.2 Definitions**

Unless otherwise specified in this RFP, capitalized words and phrases have the meanings set below:

**"Addendum" or "Addenda"** means a written addendum to the RFP documents issued by EDC as set out in section 2.2.2.

**"Agreement"** means the contract entered into between EDC and the Preferred Proponent for the Contractual Services and Deliverables.

**"Business Day"** means any day of the week except Saturday, Sunday and any other holiday as defined in the Interpretation Act, R.S.C., 1985, c. I-21, as amended.

**"Business Terms"** means terms and conditions that deal strictly with the nature and quality of the Services and Deliverables, delivery schedules and/or milestones, payment terms, payment schedules, personnel, expenses, budgets, project timelines and resources.

**"Client Reference"** means, for the purposes of this RFP:

- a) is not an individual person – it is therefore not acceptable to provide multiple individuals within the same client organization or project as a Client Reference; and
- b) is not related or connected to the Proponent, for example not one that has the same parent company as the Proponent; and
- c) is not one of its sub-contractors that would be responsible for providing any part of the Services and Deliverables;
- d) is separate and distinct, i.e., where two Client References are requested, the same organization may not be used in response to both Client References; and
- e) is for a separate and distinct project, i.e., one project that involved multiple organizations may only be used as one Client Reference.

**"Comply" or "Compliant"** means, for the purposes of this RFP, that the Proposal conforms to the Mandatory Requirements without material deviation or reservation. In the sole and absolute determination of EDC, a "material deviation or reservation" is one:

- a) which affects in any substantial way the scope, quality or performance of the proposed Mandatory Requirement(s);

- b) which results in the material component of a Mandatory Requirement not being complied with; or
- c) whose rectification would affect unfairly the competitive position of other Proponents with Proposals complying with the Mandatory Requirement(s) identified in the Request for Proposals document or potential proponents who might have submitted a response to this RFP.

**“Contractual Services and Deliverables” or “Services and Deliverables”** means the requirements specified in Part 4 of this RFP “Contractual Services and Deliverables” and its related Appendices, by the use of the word “shall”. No response to Contractual Services Deliverables or Services and Deliverables is necessary in the RFP Proposal. By submission of a response to this RFP each Proponent is deemed to agree to comply with the Contractual Services and Deliverables or Services and Deliverables as stated if selected as the Preferred Proponent.

**“Contradictory Information”** means conditional or qualifying statements or any ambiguity between the Proposal and the Services and Deliverables.

**“Financial Proposal (s)”** means the Proposal requirements which include the Pricing Forms and financial assessment section of this RFP.

**“Mandatory Requirement(s)”** means the Proposal requirements specified in Section 3.1 “Mandatory Requirements”, the Annexes, and the requirements in this RFP to which the Proponent must respond in its Proposal and which are identified by the words “must” or “shall” or “will” and/or followed by the symbol “(M)”, as in the phrase “must (M) provide”.

**“MERX”** means the MERX Canadian Public Tenders electronic bidding system accessible at <https://www.merx.com>.

**“Preferred Proponent”** means the entity with which EDC enters into an Agreement for the provision of Services and Deliverables under this RFP.

**“Proof of Concept”** means a sample of the Proponent’s solution to ensure that such solution is acceptable to EDC.

**“Proponent”** means an identified entity that has been accepted by EDC as a participant in this process.

**“Proposal”** means the documentation submitted to EDC by the Proponent in response to this RFP including any supporting or supplementary information provided by a Proponent and accepted in writing by EDC for purposes of clarification and/or validation as part of the evaluation of the Proposal.

**“Proposal Submission Deadline”** means the deadline for submission of the Proponent’s Proposals as set out in section 2.11 (RFP Timetable).

**“Rated Requirement”** means an item that is identified throughout this RFP by the words “rated”, “should” and/or followed by the symbol “(R)” and will be assigned points based on pre-determined scoring criteria. Each rated item has an associated weight in the decision model (see Appendix E “Weighted Decision Model”). Responses to rated items will be evaluated on the extent to which they meet or exceed the requirements.

**“Rectification Notice”** means a written notice delivered by EDC to a Proponent requesting that it clarify and/or rectify any aspect of its Proposal.

**“Rectification Period”** means five (5) business days from the date EDC delivers a rectification notice to a Proponent identifying the deficiencies in the Proponent’s Proposal.

**“RFP”** means this Request for Proposal.

**“RFP Process”** means the process as described in Part 2 of this RFP, and also includes Proposal requirements. For clarity, the RFP process begins with the issuance of the RFP and its documents and ends when EDC and the Preferred Proponent have executed an Agreement.

**“Total Evaluated Price”** means the amount that will be established using the prices provided by the Proponent in the Pricing Forms attached as Appendix C.

**“Work”** means the whole of the work, services, products and materials required to be done, furnished and or performed by the Preferred Proponent in order to carry out the RFP requirements, including the Contractual Services and Deliverables.

### **1.3 Trade Agreements**

**1.3.1** The specific terms of this RFP govern the rights and obligations of Respondents in this RFP Process. However, as a covered entity, EDC may also be responsible for compliance with procurement-related commitments in the relevant chapters of the Canadian Free Trade Agreement (“CFTA”) (Chapter 5 – Government Procurement), and the Comprehensive Economic and Trade Agreement (“CETA”) between Canada and the European Union (Chapter 19 – Government Procurement). For further reference, please visit:

CFTA - <https://www.cfta-alec.ca/canadian-free-trade-agreement/>

CETA - <https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/index.aspx?lang=eng>

### **1.4 Purpose of the RFP**

To conduct a competitive Request for Proposal (RFP) procurement process for the existing CEBA web services, which include hosting and maintaining the existing CEBA public facing website.



#### **1.4.1 Current State**

EDC contracted with its existing web services vendor starting in 2020 to develop, host and support a CEBA compliant site as well as the CEBA public facing website. The CEBA public facing website currently provides an overview of the CEBA program and FAQ information, and as of the launch of CEBA collection a link to the CEBA loan holder portal where they can access information regarding their CEBA loan. The CEBA program has a requirement to continue to host, maintain and update as required the CEBA public facing website until program closure which is anticipated to be in 2031. Given the continued requirement for these services EDC are now undertaking an RFP process to competitively procure these services for the remainder of the CEBA program.

### **1.5 Invitation to Proponents**

**1.5.1** This RFP is an invitation to prospective Proponents to submit Proposals for the provision of goods and/or services as more fully described in Part 4 of this RFP – Contractual Services and Deliverables. EDC will use this RFP to describe its requirements (mandatory and rated), ask Proponents for their proposed solutions, describe the terms and conditions of this RFP process, describe the criteria which will be used in evaluating the Proposals and set out the terms and conditions under which EDC will contract with the Preferred Proponent.

**1.5.2** The scope of services is broad and a single Proponent may not offer the wide range of services required. Proponents are welcome to sub-contract, subject to the requirements under clause 2.1.

### **1.6 Scope and Term of Agreement**

**1.6.1** It is EDC's intention to enter into one definitive Agreement for the Contractual Services and Deliverables required under this Request for Proposal.

**1.6.2** EDC is including as Appendix A to this RFP its standard form of agreement that includes terms and conditions expected to be included in the negotiation of the Agreement.

**1.6.3** The term of the agreement is to be for a period of three (3) years, with an option in favour of EDC to extend the agreement on the same terms and conditions for three (3) additional terms of one (1) year.

### **1.7 No Guarantee of Volume of Work or Exclusivity of Contract**

**1.7.1** EDC makes no guarantee of the minimum or maximum value or volume of work to be assigned to the Preferred Proponent. The Agreement executed with the Preferred Proponent will not be an exclusive contract for the provision of the described Contractual Services and Deliverables. EDC may contract with others for the same or similar Contractual Services and Deliverables to those described in this RFP or may obtain the same or similar Contractual Services and Deliverables internally.

## **1.8 MERX Registration**

**1.8.1** Each Proponent is solely responsible for ensuring that it:

- (a) has registered and created an account on MERX and has the appropriate software that allows the Proponent to access and download RFP documentation that EDC posts to MERX and to submit a Proposal; and
- (b) checks MERX frequently for the addition, deletion, or amendment of RFP documents.

**1.8.2** EDC will not be responsible for any technical malfunction or other problems with or affecting any communications network or service, computer systems, servers or providers, or computer equipment. In the event of a confirmed malfunction with MERX, EDC may, in its sole discretion, extend the Proposal Submission Deadline, or re-issue the RFP.

## **1.9 EDC Contact**

**1.9.1** To contact EDC in relation to this RFP, Proponents must initiate the communication electronically through MERX. EDC will not accept any Proponent's communications by any other means, except as specifically stated in this RFP.

**1.9.2** Proponents should only contact the EDC Contact where specifically instructed to in this RFP. All other communications in relation to this RFP, up to and including the submission of the Proposal, must be through MERX, as described above.

**1.9.3** For the purposes of this procurement process, the "EDC Contact" will be: [solicitations@edc.ca](mailto:solicitations@edc.ca)

**1.9.4** Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of EDC, other than the EDC Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the Proponent's Proposal.

[End of Part 1]

## PART 2 – THE RFP PROCESS

In accordance with EDC's Procurement Policy, EDC undertakes competitive procurement processes (such as an RFP) that demonstrate a fair and equitable treatment of all Proponents.

### 2.1 Advanced Notice of Proposed Sub-Contractors

**2.1.1** Proposals with sub-contractors ("Sub-contractor(s)") must (M) set out in Appendix F – Subcontract Notification Form the proposed participation and responsibilities of each Sub-Contractor. A Proponent which has one or more Sub-Contractor(s) shall designate one representative at the Proponent's organization as the point of contact and EDC shall communicate all RFP communications to this person throughout the RFP Process. It is the responsibility of each Proponent to relay such communications to its Sub-Contractors.

**2.1.2** A Proponent must complete and deliver to EDC Appendix F – Subcontract Notification Form as soon as possible and no later than 10 business days prior to the Proposal Submission Deadline. It is the sole responsibility of the Proponent to secure pre-approval from EDC for any Sub-contractor(s) it proposes. Failure to secure pre-approval may result in the Proponent's Proposal being deemed non-Compliant and the Proponent being disqualified from this RFP Process.

**2.1.3** At its sole discretion, EDC reserves right to request the removal and/or replacement of a Proponent's Sub-Contractor(s). At this stage, EDC will be vetting Proponents' Subcontractors for actual, potential or perceived conflicts of interest. If EDC determines that the removal of one or more subcontractors is necessary, EDC will notify the Proponent of the request within 3 business days of receiving the Proponent's Appendix F to allow the Proponent an opportunity to make the necessary amendments prior to the Proposal Submission Deadline. If the Preferred Proponent wishes to propose replacement Sub-Contractor(s), the Preferred Proponent must do so no later than 4 business days prior to the Proposal Submission Deadline so that EDC can determine whether the replacements are acceptable to EDC. If EDC determines that the proposed replacements are not acceptable to EDC, the Proponent must remove such Sub-contractor(s) from its Proposal prior to submitting the Proposal to EDC by the Proposal Submission Deadline. It is incumbent on Proponents who intend to use Sub-Contractors to factor in these time periods when submitting their Proposals to ensure sufficient time is allowed for EDC's vetting of Sub-Contractors and any replacement/removal of Sub-Contractors to occur prior to the Proposal Submission Deadline.

**2.1.4** A Proponent whose submission is received without sufficient time for the process described in this section to be completed prior to the Proposal Submission Deadline may be disqualified from the Process at EDC's sole discretion. EDC's approval or acceptance of a Proponent's Sub-Contractor prior to the Proposal Submission Deadline shall not preclude EDC from requesting the removal or replacement of the same Sub-Contractor at a later stage in this RFP Process for any reason, including but not limited to: (1) a misrepresentation made by the Proponent regarding a Subcontractor's role, responsibilities, or capabilities; (2) EDC's determination during its vetting of a Proponent's compliance with any applicable pre-contract award condition that the Proponent's Sub-Contractor's internal processes, operations or procedures, or the Proponent's use of the Sub-Contractor, poses an unacceptable risk to EDC which in

EDC's sole and absolute discretion cannot be remediated in a timely manner, without inconvenience or additional cost to EDC.

**2.1.5** If a Proponent submits a Proposal with Co-submitters that EDC has asked to remove or replace in accordance with the above procedure, EDC will deliver a Rectification Notice to the Proponent identifying the parties that EDC has asked the Proponent to remove or replace prior to the Submission Deadline to allow the Proponent an opportunity to remove such personnel, sub-contractors or third-parties from the Proponent's Proposal. The Proponent will not have an opportunity to suggest replacement personnel, sub-contractors or third-parties during the Rectification Period.

## **2.2 Communication after issuance of RFP**

### **2.2.1 RFP Clarification Process**

**2.2.1.1** Proponents should promptly examine all of the documents comprising this RFP. Should the Proponent discover discrepancies, ambiguities, or omissions in this RFP, or should the Proponent be in doubt as to the meaning of any requirement (whether Mandatory, Rated, or Contractual Services and Deliverables), or have concerns about meeting a requirement, it may direct questions or seek additional information in writing through MERX on or before the RFP Clarification deadline. No such communications are to be sent or initiated through any other means.

**2.2.1.2** EDC will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or the RFP Process. All requests will be given due consideration and EDC will, in its sole determination, make adjustments or not make adjustments based on EDC's business requirements.

**2.2.1.3** The Proponent is solely responsible for identifying and seeking such clarifications to the specifications as may be required to fully understand and cost the Work to be carried out in the event of contract award. EDC will not consider any claims for additional payments not identified in the resulting Agreement. Questions about the intent or meaning of any part of this RFP may be asked up to the RFP Clarification deadline as indicated in the RFP Timetable in Section 2.11.

**2.2.1.4** Questions must be in writing through MERX. Questions asked through any means other than Merx will not be answered. At the discretion of EDC, clarifications may be issued as an Addendum. Proponents must not address any questions on the RFP to any EDC officer or employee verbally and EDC will not respond to verbal questions relating to the RFP.

**2.2.1.5** EDC is under no obligation to provide additional information, and EDC is not responsible for any information provided by or obtained from any source other than MERX.

### **2.2.2 All New Information to Proponents by Way of Addenda**

**2.2.2.1** This RFP may be amended only by Addendum in accordance with this section. If EDC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addendum. EDC will issue Addenda by issuing them on MERX. No other statement including any interpretation, clarification, or response

to either requests for information or enquiries, whether oral or written or made by EDC or representative of EDC, including the EDC Contact, will amend the RFP documents.

- 2.2.2.2 Each Addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are solely responsible to ensure that they have received all Addenda issued by EDC and the Proponent must acknowledge that the contents of the Addenda form part of the RFP documents.

### **2.2.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline**

- 2.2.3.1 If EDC determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, EDC may extend the Proposal Submission Deadline for a reasonable period of time.

## **2.3 Submission Instructions**

### **2.3.1 Submission of Proposals**

- 2.3.1.1 The Proponent shall submit its Proposal through MERX.
- 2.3.1.2 Each Proponent must submit its Proposal on or before the Proposal Submission Deadline. For the purposes of this RFP, the determination of whether the Proposal has been submitted on or before the Proposal Submission Deadline will be based on the time and date recorded by MERX. Proposals will not be accepted after the Proposal Submission Deadline.
- 2.3.1.3 Proponents must submit Proposals electronically on MERX. The electronic copy as submitted on MERX and downloaded by EDC will be the "Original Copy" of the Proposal. Submissions by other methods will not be accepted. The receipt provided electronically by MERX upon submission of a Proposal will indicate the date and time of submission and serve as confirmation of submission.
- 2.3.1.4 Proponents should allow sufficient time to upload Proposals and to resolve any issues that may arise regarding the electronic submission prior to the Proposal Submission Deadline. Each Proponent is solely responsible to ensure that the Proposal is submitted prior to the Proposal Submission Deadline and the uploaded Proposal is not defective, corrupted, or blank and that the submitted documents can be opened and legibly viewed by EDC.
- 2.3.1.5 EDC may reject any Proposal where any documents contained in the Proposal cannot be opened or legibly viewed by EDC. Proposals will not be opened publicly.
- 2.3.1.6 Proposal materials should be prepared and submitted in accordance with the instructions in MERX, including any maximum upload file size. Links to websites and embedded documents are not permitted in the Proposal documentation. The content of websites or other external documents referred to in the Proponent's proposal, but not attached, will not be considered to form part of its Proposal.
- 2.3.1.7 As further set out in section 3.1 (Mandatory Requirements), each Proposal must include a Submission Form (Appendix G) completed and signed by an authorized representative of the Proponent.

## 2.3.2 Amendments of Proposals

2.3.2.1 Proponents may amend their Proposal prior to the Proposal Submission Deadline by using the “Withdraw Bid” button on MERX to withdraw their complete Proposal. Proponents may then submit an amended Proposal if desired, prior to the Proposal Submission Deadline. The Proponent is solely responsible for ensuring that the amended Proposal is received by MERX by the Proposal Submission Deadline.

## 2.3.3 Withdrawal of Proposals

2.3.3.1 At any time throughout the RFP process until the execution of the Agreement, a Proponent may withdraw its Proposal:

- (a) prior to the Proposal Submission Deadline, by using the “Withdraw Bid” button on MERX to withdraw its complete Proposal; or
- (b) after the Proposal Submission Deadline, by sending a written notice of withdrawal, signed by an authorized representative of the Proponent, to the EDC Contact.

## 2.4 RFP Evaluation

2.4.1 Proposals received will be evaluated in accordance with the selection methodology described below. The following details the steps in the selection methodology:

STAGE I	MANDATORY REQUIREMENTS	This will consist of a review by EDC to determine which Proposals comply with all of the Mandatory Requirements. If a Proposal fails to satisfy all of the Mandatory Requirements, EDC will issue the Proponent a Rectification Notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the Mandatory Requirements within the Rectification Period, its Proposal will be rejected and the Proponent will be disqualified from the RFP Process. The Rectification Period will begin to run from the date and time that EDC issues a Rectification Notice to the Proponent.
STAGE II (a)	WRITTEN RATED REQUIREMENTS	<b>Written Proposal</b> will consist of a scoring by EDC of each Proposal passing Stage I to determine the scoring of the Rated Requirements. Proponents should refer to <a href="#">Table 2-0 Weighted Decision Model</a> for the value of Stage II(a) and minimum threshold requirements. There will be a minimum threshold pass mark for Rated Requirements. Proposals failing to meet the minimum threshold requirement will, subject to the reserved rights of EDC, be disqualified and not evaluated further. At the conclusion of Stage II (a), only the top 5 scoring Proposals who have achieved the minimum threshold pass mark (based on the highest ratings of the Rated Requirements) will proceed to Stage II (b presentation).

STAGE II (b-f)	ADDITIONAL RATED REQUIREMENTS	<p><b>Additional Rated Requirements</b> will consist of a scoring by EDC of each qualified Proposal passing Stage II(a) to determine the scoring of the additional rated requirements. Proponents should refer to <u>Table 2-0 Weighted Decision Model</u> for the value of Stage II(b- Presentations). Stage II(b-Presentation) includes:</p> <p>b. <b>Presentation</b> will consist of a Presentation as applicable. A scoring methodology with evaluation criteria applicable to shortlisted Proponents is required. Presentations may occur in one of the following formats in person at EDC’s location or by way of conference call or other remote meeting format as prescribed by EDC. Presentations will be evaluated against all of the “Stage II (b) Additional Rated Requirements” identified in Table 2-3.</p> <p>At the conclusion of Stage II b-Presentations, <b>all</b> Proponents passing Stage II will proceed to Stage III.</p>
STAGE III	FINANCIAL ASSESSMENT	<p>This will consist of a financial assessment based on the methodology described in Section 2.4.4 below. Proponents should refer to the <u>Table 2-0: Weighted Decision Model</u> for the weighted value of Stage III.</p> <p>At the conclusion of Stage III, the scores from Stages II (a) and II (b-presentations for Proposals that have achieved the relevant minimum threshold pass marks will be combined to determine the highest scoring Proponent.</p>
NOTE	PROOF OF CONCEPT	<p>At EDC’s discretion, a Proof of Concept Assessment may be required for the solution validation with the Preferred Proponent.</p>

TABLE 2-0: WEIGHTED DECISION MODEL		VALUE	MINIMUM PASS MARK
	STAGE II (a)– Written Rated Requirements	20%	60%
	STAGE II (b-Presentations) – Additional Rated Requirements	30%	70%
	STAGE III – Financial Assessment	50%	n/a
	TOTAL	100%	



## 2.4.1 Stage I – Mandatory Requirements

- 2.4.1.1 After a review to ensure compliance with the Mandatory Requirements relating to the form and content of the Proposals, each Proposal will be assessed for compliance with the Mandatory Requirements relating to the Services and Deliverables under Part 4 of this RFP.
- 2.4.1.2 Proponents must provide any supporting literature or any other relevant information available to substantiate the Mandatory Requirement with the Proposal and not just a reference to such literature or information in the Proposal. Any literature or information not so submitted will not be considered in the evaluation of the Proponent's Proposal.
- 2.4.1.3 Proponents must address and answer each Mandatory Requirement within their Proposal. Proponents must clearly indicate compliance or non-compliance with Mandatory Requirements and provide the necessary information in their Proposal to substantiate the Proponent's ability to comply with the Mandatory Requirement. These responses should include the section number of the RFP, a statement of compliance or non-compliance, and should either give a detailed response to the requirement, or clearly direct the evaluation team to where the evidence of compliance can be located in the Proposal.

TABLE 2-1: EXAMPLE MANDATORY REQUIREMENT	REQUIREMENT	RFP RESPONSE	COMMENT
	The Proponent <b>must (M) complete</b> the Mandatory Requirements Summary in Appendix D and satisfy all such Mandatory Requirements.	<b>COMPLIANT</b> (We have completed, satisfied, and attached the Mandatory Requirements Summary in Appendix D and attached it as Appendix YY to our Proposal).	The Proponent's substantiation to this Mandatory Requirement is located on page X of the Proposal. (Please note that links to online examples will not be accepted).

## 2.4.2 Stage II (a) - Written Rated Requirements

- 2.4.2.1 Proposals that are determined to be compliant at Stage I – Mandatory Requirements, will be evaluated against predetermined weighted Rated Requirements.
- 2.4.2.2 In Stage II (a), the Proponent's written Proposal will be evaluated based on the degree to which it meets EDC's business requirements. Proponents' responses to Rated Requirements will be evaluated on the extent to which they meet the requirements.
- 2.4.2.3 For Rated Requirements that are not quantitative in nature, the following is the basis for the scoring method that will be applied:
- 4 = Meets the requirement at the highest level
  - 3 = Sufficient, meets the requirement



2 = Falls short of meeting the basic requirement

1 = Poor / unsatisfactory, minimal/insufficient response, e.g., statement of compliance with no substantiation

0 = No relevant response

2.4.2.4 For quantitative questions, EDC may indicate the maximum point value as part of the question – e.g., “maximum points for 20 or more” would be scored out of 20 points (using a rating method of 0-20). Any variances from these rating methods (e.g., Yes/No) are indicated in the question.

2.4.2.5 The rating method (e.g., 0-4) for each criterion along with the weight of each criterion is provided in Appendix E, “Weighted Decision Model”.

2.4.2.6 EDC’s “Contractual Services and Deliverables” is set out in Part 4 and its related Appendices; Proponents should refer to and reference these statements when responding to Rated Requirements.

TABLE 2-2: EXAMPLE WRITTEN RATED REQUIREMENT	REQUIREMENT	RFP RESPONSE	COMMENT
	The Proponent <b>should (R)</b> provide a detailed description of the Proponent’s depth and breadth of experience in relation to...	<b>COMPLIANT</b> (X Company has the required experience in relation to X as required by EDC) ...	The Proponent’s substantiation to this Rated Requirement is located on page X of the Proposal (Please note links to examples will not be accepted).

2.4.2.7 Proposals should contain detailed responses and clearly reference any attached substantiating documentation. Responses and substantiating documentation should be clear, direct, and grouped together with an index provided to make it easy for the evaluation team to locate a particular item.

2.4.2.8 Proposals that do not respond to a particular Rated Requirement may receive a zero-point score for that item. Where the evaluation team cannot reasonably find responses to a rated item, a zero-point score will be assessed for that item. Where a response contains a qualified or conditional statement, this may result in as little as a zero-point score.

### 2.4.3 Stage II (b-Presentations) Additional Rated Requirements

2.4.3.1 In Stage II (b Presentations), the top five (5) scoring Proponents should (R) be prepared to provide a Presentation.

2.4.3.2 Additional Rated Requirements will be evaluated based on the weighted requirements as outlined in Table 2-3.

TABLE 2-3: ADDITIONAL RATED REQUIREMENTS WEIGHTS	REQUIREMENT	VALUE
	Presentation	30%

2.4.3.3 Proponents should refer to the Table 2-0: Weighted Decision Model table for the weighted value of Stage II (b - Presentation).

#### 2.4.4 Stage III – Financial Assessment

2.4.4.1 Pricing Forms are provided as Appendix C to the RFP. These Pricing Forms constitute the Proponent's Financial Proposal.

2.4.4.2 The Proponent must (M) complete the Financial Proposal as a separate, detailed cost proposal that includes all costs for provision of the proposed goods and services. The Proponent must (M) provide the Pricing Forms as provided in Appendix C, and must (M) be completed in their entirety. Proponents must (M) complete each of the cells with a numeric value, i.e., if there is no cost associated with the cell; the Proponent must enter a "0." N/A, dashes, textual comments, or references to other documentation are not appropriate answers and will not be accepted.

**2.4.4.3 The Proponent must not include any assumptions as part of the price proposal. Any clarification required with respect to pricing must be addressed through the RFP Clarification process. Failure to complete the tables as instructed will, subject to the reserved rights of EDC and any rectification process provided herein, result in the response being declared non-Compliant.**

2.4.4.

OR

2.4.4.4 In Stage III, pricing will be evaluated with the following method. Pricing for all compliant bids will be calculated and any bids that are over the median bid value by more than 20% will be considered non-compliant. The **compliant** Financial Proposal with the lowest total price will be awarded maximum points (see Table 2-0 Weighted Decision Model table) while other Proposals will receive a percentage of the maximum points based on the ratio of the lowest cost Proposal to its total cost.

2.4.4.5 For example, if the value of price was 40% and the following Financial Proposals were received:

Proposal A	Total Evaluated Price – all Deliverables = \$100,000
Proposal B	Total Evaluated Price – all Deliverables = \$125,000

Proposal A's Total Evaluated Price (being the lowest) would receive the highest mark, for purposes of this example, 40%. The score for Proposal B's financial proposal would therefore be calculated as follows:

Score for B = Proposal A's Total Evaluated Price divided by Proposal B's Total Evaluated Price, multiplied by 40.

Therefore, the score awarded to Proposal B would be: 100,000 divided by 125,000 times 40 = 32.

**Note: These numbers are used for illustrative purposes only and the Proponent should refer to the Table 2-0: Weighted Decision Model for the actual percentages.**

2.4.4.6 EDC reserves the right to clarify with the Proponent, arithmetical errors in any and all Proposals received where such errors affect the Total Evaluated Price or any other of the prices bid. Arithmetical corrections to extended totals will only be made based upon the unit prices submitted by the Proponent. Corrections to extensions based on unit prices, sums, differences, or any other arithmetical operations will be identified by EDC and may be clarified in each instance with the Proponent.

## 2.5 Selection of Preferred Proponent

**2.5.1** Based on the sum of the scores in all Stages of the RFP, the Proponent with the highest score will be the Preferred Proponent. Subsequent steps identified below only apply to this Proponent unless the Proponent's solution is invalidated (pursuant to Section 2.6) or EDC and the Proponent are unable to conclude on a contract [within a reasonable amount of time or by X date]. EDC may identify the next highest rated Proponent as the new Preferred Proponent.

**2.5.2** In the event of a tie, the Preferred Proponent will be the Proponent [with the highest score on the Written Rated Requirements OR Additional Rated Requirements OR with the lowest price].

## 2.6 Solution Validation

**2.6.1** EDC may be required to have the Preferred Proponent provide a sample of its solution to ensure the acceptability of that solution. This may be referred to as a "Proof of Concept (POC)". Failure of the POC in any way may, subject to the reserved rights of EDC, result in the Proponent's solution being declared non-Compliant.

## 2.7 Pre-Conditions of Award

Not Applicable.

### 2.7.1 Due Diligence Questionnaire

**2.7.1.1** The Preferred Proponent must complete and pass a Due Diligence Questionnaire attached as Appendix I to this RFP.

## **2.8 Procurement Process Non-Binding**

### **2.8.1 No Contract A and No Claims**

2.8.1.1 This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

(a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the Proponent nor EDC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a Proposal submitted in response to this RFP.

### **2.8.2 No Contract until Execution of Written Agreement**

2.8.2.1 This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and EDC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **2.8.3 Non-Binding Price Estimates**

2.8.3.1 While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of EDC to enter into an Agreement for the Services and Deliverables.

## **2.9 Contract Award**

### **2.9.1 Contract Negotiation**

2.9.1.1 All Proponents acknowledge and agree that when a Proponent is selected as the Preferred Proponent, neither EDC nor the Preferred Proponent will be bound to enter into a definitive agreement; rather the Preferred Proponent and EDC shall negotiate in good faith and make commercially reasonable efforts to agree upon the terms of, and enter into a definitive Agreement. Negotiations may include requests by EDC for supplementary information from the Preferred Proponent to verify, clarify, or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by EDC for improved pricing or performance terms from the Preferred Proponent.

2.9.1.2 A Proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in section 2.7 of this RFP, provide requested information in a timely fashion, and conduct its negotiations expeditiously. An invitation to negotiate does not create any legal obligations on EDC unless a final definitive agreement has been executed as between the parties.

## 2.9.2 Failure to Enter into Agreement

2.9.2.1 If the pre-conditions of award listed in section 2.7 of this RFP are not satisfied and if EDC and the Preferred Proponent are not able to come to a definitive Agreement, EDC may at its sole and absolute discretion discontinue negotiations with the Preferred Proponent and enter into negotiations with the next highest rated Proponent. This process will continue until an agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations, or until EDC elects to cancel the RFP process.

## 2.9.3 Notification of Negotiation Status

2.9.3.1 Other Proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the Preferred Proponent.

## 2.10 Preferred Proponent Representative

2.10.1 On being designated the Preferred Proponent by EDC, the Proponent will name a duly authorized representative who may be its solicitor or an officer or individual with decision-making authority and notify EDC of same.

## 2.11 RFP Timetable

RFP Issuance	October 01, 2025
Clarification Period (this will include a period of time for the Proponents to ask questions and for EDC to answer)	October 31, 2025
Deadline for receipt of Proponent questions	October 24 2025, 2025 by 1:00pm EST
EDC responses to questions	October 31, 2025
Proposal Submission Deadline	November 21, 2025 by 1:00 pm EST
Stage I - Assess Proposal Mandatories	The period from November 21, 2025 to November 27, 2025
Stage II (a) - Evaluation of Written Proposal Rated Criteria	the period from November 27 2025 to December 16, 2025.
Stage II (b) - Presentation (Optional - if applicable)	Week of January 12, 2026
Stage III - Financial Assessment	January 19, 2026 – January 21, 2026
Selection of Preferred Proponent	January 23, 2026
Contract Award	March 2, 2026

**2.11.1** The RFP timetable is tentative only and may be changed by EDC in its sole discretion.

**2.12 Cancellation**

**2.12.1** EDC may cancel or amend the RFP process, at its sole discretion and without liability at any time.

[End of Part 2]

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## PART 3 – PROPOSAL REQUIREMENTS

This Part 3 contains Mandatory Requirements **(M)** as well as Rated Requirements **(R)** upon which the Proponent's Proposal will be evaluated.

Mandatory Requirements must be met for a Proposal to be deemed Compliant and proceed to the evaluation of Rated Requirements.

If a Proposal fails to satisfy all of the Mandatory Requirements in this Part 3 and the Appendices referenced therein, EDC will issue the Proponent a Rectification Notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the Mandatory Requirements within the Rectification Period, its Proposal will be rejected and the Proponent will be disqualified from this RFP Process. The Rectification Period will begin to run from the date and time that EDC issues a Rectification Notice to the Proponent.

The Proponent should provide a response to all the Rated Requirements detailed in Part 3 and the Appendices referenced therein, and will be scored against the pre-determined weighted evaluation criteria. Any Rated Requirements for which the Proponent fails to provide a response or that the Proponent fails to address will be awarded zero (0) points.

When responding to Part 3, Proponents must consider the Contractual Services and Deliverables described in Part 4.

In the event that Contradictory Information is provided by a Proponent with respect to any Mandatory Requirement under Part 3 or its related Appendices, EDC will issue the Proponent a Rectification Notice seeking clarification from the Proponent. Proponents are hereby advised that failure to rectify any such Contradictory Information within the Rectification Period will result in the Proposal being deemed non-Compliant which will mean that the Proposal shall not be given any further consideration and that the Proponent will be disqualified from this RFP Process.

### 3.1 Mandatory Proposal Requirements

- 3.1.1 The Proponent **must (M)** provide completed pricing tables (Appendix C) for all goods and services required under this Request for Proposal. All costs, including any One Time Costs, **must (M)** be provided with the Proponent's Offer or Proposal as part of its Financial Proposal.
- 3.1.2 The Proponent **must (M)** provide completed Mandatory Summary (Appendix D) and satisfy the Mandatory Requirements.
- 3.1.3 The Proponent **must (M)** provide a Submission Form (Appendix G) completed and signed by an authorized representative of the Proponent.
- 3.1.4 The Proponent **must (M)** include an electronic copy (MS Word preferred) of any and all document(s) relevant to the negotiation of a definitive agreement such as a license agreement, services agreement, maintenance/support agreement, ordering document, etc.

3.1.5 The Proponent must (M) meet all requirements as defined in Part 4 – Contractual Services and Deliverables.

3.1.6 The Proponent must (R) provide three (3) client references for the development and maintenance of a website including at least one for a bilingual website. The information required by EDC is as follows:

- Client Contact Name
- Client Location
- Client Email Address

## **3.2 Written Rated Proposal Requirements**

### **3.2.1 Corporate Capability**

The Proponent should (R) include a Corporate Profile providing the following:

- I. Legal name, head office address, telephone number and identification of the primary and any secondary locations
- II. Parent company name/address
- III. Subsidiaries and affiliates' names/addresses
- IV. Profile and history of company
- V. Number of employees

### **3.2.2 Methodology**

The Proponent should (R) detail their framework, process and capabilities for maintaining website applications, content, data and security including, but not limited to, patch programs, vulnerability scans, security monitoring, change management and incident and problem management.

### **3.2.3 Experience/Capability**

The Proponent should (R) provide three (3) examples of projects completed within the last seven (7) years to build and maintain a website that represents what would need to be provided to EDC, including at least one bilingual website.

### **3.2.4 Project Management**

The Proponent should (R) outline its delivery plan including high level activities and timeline for the execution and implementation of the scope required, including activities for the transition of services from the incumbent.



### **3.2.5 Relationship Management**

The Proponent should (R) detail how they will engage with and manage the relationship between themselves, EDC and incumbent vendor(s).

### **3.2.6 Compliance and Privacy Requirements**

The Proponent should (R): Complete Appendix B which is related to EDC's Compliance & Privacy Requirements.

### **3.2.8 Presentation**

The Proponent's Presentation will be evaluated based on the degree to which it meets EDC's business requirements. Proponents should be prepared to demonstrate the following during their Presentation session, which will be evaluated to a maximum of 100 points:

1. A high-level schedule for delivery of the requirements as defined in Part 4 – Contractual Services and Deliverables.
2. The delivery process for executing unplanned and/or time sensitive content changes e.g. outage messages.
3. The delivery process for executing planned website changes of various size and complexity.
4. The risk management strategy, governance structure and processes that would be used to manage delivery of the services.
5. Demonstration of security measures taken to protect customer data and web applications ex. patch program, cyber recovery, security operations and breach detection.
6. Demonstration of an existing or proof of concept website that has a visual identity that is consistent with the Government of Canada program as established on ceba-cuec.ca.

The following scoring method will be applied to the presentation questions:

No response: (0): No details provided or answer is not relevant to the question.

Poor: (1) Unsatisfactory, minimal/insufficient response, e.g., statement of compliance with no substantiation.

Satisfactory: (2 ) Level of details demonstrates a satisfactory understanding of the requirements.

Good (3): Most details are provided and demonstrates a good understanding of the requirements.

Excellent (4): All details are provided and demonstrates a sound understanding of the requirements

[End of Part 3]

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## PART 4 – CONTRACTUAL SERVICES AND DELIVERABLES (M)

This section of the document details the Contractual Services and Deliverables that each Proponent **must (M)** provide to EDC in order to be considered.

These Services and Deliverables are indicated by the use of the word “shall”. ***By providing a Proposal the Proponent is deemed to be agreeing to provide these Services and Deliverables as stated.*** Unless otherwise stipulated in this RFP, no response is necessary as part of the Proposal, see Submission Form (Appendix G).

Every Requirement does not necessarily require a specific or separate response. By submission of a Proposal in response to this Request for Proposal, the Proponent is agreeing to provide the Contractual Services and Deliverables identified in this section at the prices or using the pricing methodology identified in the Proponent’s Financial Proposal as appropriate. The Proponent should, therefore, immediately notify EDC should there be any need for clarification or request for an amendment to the Services and Deliverables. Any changes as a result of the clarification process may be issued via Addendum by EDC to all Proponents.

In the event that Contradictory Information is provided by a Proponent with respect to any Mandatory Requirement under Part 4 or its related Appendices, EDC will issue the Proponent a Rectification Notice seeking clarification from the Proponent. Proponents are hereby advised that failure to rectify any such Contradictory Information within the Rectification Period will result in the Proposal being deemed non-Compliant which will mean that the Proposal shall not be given any further consideration and the Proponent shall be disqualified from this RFP Process.

### 4.1 Account Management

#### 4.1.1 Key Resources

1. The Proponent **shall (M)** assign, as a minimum, the following personnel with respect to the fulfillment of the services required under the Agreement:
  1. Supplier Account Lead – the Proponent must demonstrate that the proposed resource has a minimum of ten (10) years of experience performing the role of an account lead in an IT web services environment.
  3. Operational/Delivery Lead – the Proponent must demonstrate that the proposed resource has a minimum of five (5) years of experience as an IT Lead, responsible for execution of the obligations under a web services based contract.
  4. Security Lead - a minimum of ten (10) years of experience working in an IT web services environment, specifically supporting security requirements and functions.
2. Any substitution of proposed key personnel over the in-effect period of the Agreement **shall (M)** be of an equivalent skill set and experience to those proposed, and will be subject to pre-approval by EDC.

3. The Proponent **shall (M)** demonstrate the experience of the proposed Key Personnel during their presentation by means of resumes in their Proposal.

#### 4.1.2 Bilingual Services

The Proponent **shall (M)**:

1. Provide bilingual (in both of Canada's official languages) external facing services.

#### 4.2 Requirements

##### 4.2.1 Tasks

Services include the support and maintenance of the infrastructure, application architecture, security, monitoring, project management, development, testing and deployment of required changes to the CEBA suite of web applications. The web services must:

- adhere to and maintain a visual identity that is consistent with a Government of Canada program, as established on [ceba-cuec.ca](http://ceba-cuec.ca), leveraging the [Canada.ca](http://Canada.ca) design system. Graphical and interface design elements are implemented per specifications at <https://design.canada.ca/specifications.html>
- participate in and support EDC's Enterprise Information Security risk assessments and address all recommendations and enhanced security monitoring and compliance requirements
- allow CEBA website to operate on its own server with backups at other Canadian locations
- meet all requirements as per Exhibit A – Non-Functional Requirements
- meet all requirements as per Exhibit B – Incident Management
- meet all requirements as per Exhibit C – Service Level Agreement
- provide ongoing support and maintenance of the CEBA website, including but not limited to, occasional site edits and revisions, project management, site monitoring and issue response, and software and security updates.
- be provided from and reside in Canada including data, infrastructure, application and personnel

##### 4.2.2 Deliverables

Deliverables include, but are not limited to the following:

- CEBA public facing website
- Operational business reporting
- Incident and problem management reporting

- SLA reporting
- Status reports

#### **4.2.3 Performance Requirements**

Refer to Exhibit C – Service Level Agreement

#### **4.2.4 Timeline Requirements**

March 2, 2026 – March 31, 2031

#### **4.2.5 Reporting Requirements**

Reporting requirements include but are not limited to:

- Status reporting of tasks and deliverables
- SLA Reporting
- CEBA Leadership briefings
- Other reports as agreed to by the parties.

#### **4.2.6 Resourcing Requirements**

EDC requires resources highly skilled and experienced in web technologies, project management, technology solutions and audit processes and reporting.

#### **4.2.8 Security Requirements**

Supplier will be required to hold Reliability level security clearance and must be screened by EDC.

#### **4.2.10 Language of Work**

English

#### **4.2.11 Travel**

Any travel must be pre-approved by EDC. Onsite/Face to Face visits and meetings are expected to be needed in particular to facilitate transition activities.

#### **4.2.12 Approach and Methodology**

Work is based on a 37.5-hour work week and will be performed remotely with onsite meetings at EDC head office located in Ottawa and/or at Supplier location(s) as required and approved by EDC.

#### **4.2. Contract Management**

The successful proponent will be required to participate in EDC's Vendor Performance Management Program.

#### **4.3. Contract Commencement, Duration, and Award**

March 2, 2026 – March 31, 2031

**4**

[End of Part 4]

## **PART 5 – RULES OF THIS RFP**

### **5.1 Conflict of Interest and Prohibited Conduct**

#### **5.1.1 Conflict of Interest**

All Proponents are required to disclose to the EDC Contact any real or potential conflicts of interest or any situation that may be perceived as a conflict of interest as soon as such conflict arises. For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of EDC in the preparation of its Proposal that is not available to other Proponents;
  - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process noncompetitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Services and Deliverables, the Proponent’s other commitments, relationships, or financial interests:
  - (i) could, or could be seen to, exercise an improper influence over the objective,
  - (ii) unbiased, and impartial exercise of its independent judgement; or
  - (iii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### **5.1.2 Disqualification for Conflict of Interest**

EDC may disqualify a Proponent for any conduct, situation, or circumstances, determined by EDC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of EDC may be precluded from participating in the RFP process in instances where EDC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **5.1.3 Disqualification for Prohibited Conduct**

EDC may disqualify a Proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if EDC determines that the Proponent has engaged in any conduct prohibited by this RFP.

### **5.1.4 Prohibited Proponent Communications**

Proponents must 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 G).

### **5.1.5 Proponent Not to Communicate with Media**

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the EDC Contact.

### **5.1.6 No Lobbying**

Proponents must not, in relation to this RFP 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 Preferred Proponent.

### **5.1.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must 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 EDC; deceitfulness; submitting Proposals 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 RFP.

### **5.1.8 Supplier Suspension**

EDC may suspend a supplier from participating in its procurement processes for prescribed time periods 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 supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with EDC's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by EDC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, EDC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice.



Any response received from the supplier within that timeframe will be considered by EDC in making its final decision.

## **5.2 Confidential Information**

### **5.2.1 Confidential Information of EDC**

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

- (a) is the sole property of EDC 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 any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from EDC; and
- (d) must be returned by the proponent to EDC immediately upon the request of EDC.

### **5.2.2 Confidential Information of Proponent**

A proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by EDC. The confidentiality of such information will be maintained by EDC, except as otherwise required by law or by order of a court or tribunal.

Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by EDC to advise or assist with the RFP process, including the evaluation of Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the EDC Contact.

## **5.3 Information in RFP only an Estimate**

EDC makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Services and Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

## **5.4 Proponent's Costs and Expenses – No Damages**

Any and all costs incurred by a Proponent in responding to this RFP, including costs incurred in making necessary studies for the preparation of the RFP, to procure or contract for any goods and services, to respond to EDC's questions, to conduct demonstrations, or any other related activities including travel, living, incidental and other out of pocket costs shall be borne solely by the Proponent. The rejection of any or all Proposals for any reason shall not render EDC liable for any costs, expenses or damages incurred by any Proponent. All Proposal documents will become the property of EDC.

## 5.5 Reserved Rights of EDC

1. Make public the names of any or all Proponents and the name of the Preferred Proponent;
2. Request written clarification or the submission of supplementary written information in relation to a clarification request from any or all Proponents, incorporate a Proponent's response to that request for clarification into a Proponent's proposal or communicate the clarification to all Proponents;
3. Adjust a Proponent's scoring or reject a Proponent's proposal on the basis of;
  - 3.1. A financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - 3.2. Information provided by references;
  - 3.3. The Proponent's past performance on previous contracts with EDC;
  - 3.4. The information provided by a Proponent pursuant to EDC exercising its clarification rights under this RFP process; or
  - 3.5. Other relevant information that arises or is obtained during this RFP process;
4. Waive formalities of this RFP;
5. Accept Proposals which substantially comply with the requirements of this RFP;
6. Verify with any Proponent or with a third party any information set out in a proposal;
7. Check references other than those provided by any Proponent;
8. Disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
9. Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP or by EDC's policies;
10. Make amendments to this RFP.
11. Select any Proponent other than the Proponent whose Proposal reflects the highest overall score;
12. Select any Proponent with whom EDC will commence the negotiation process. EDC reserves the right, in its sole discretion, to cease negotiation with the Preferred Proponent at any time and for any reason, and commence negotiations with any other Proponent at any time and for any reason;
13. Cancel this RFP or RFP process at any stage;
14. Cancel this RFP or RFP process at any stage and issue a new RFP for the same or similar deliverables;
15. Accept any Proposal in whole or in part;
16. Negotiate with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
17. If a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent;
18. Select a Preferred Proponent based on the scores assessed for the written Proposal and Financial Proposal only (i.e. at the discretion of EDC not to conduct the Proponent Presentations/Demonstrations);
19. Reject any or all Proposals in its absolute discretion; or
20. Change any and all dates, schedules, or deadlines of this RFP from time-to-time without liability whatsoever.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

By submitting its Proposal, the Proponent authorizes the collection by EDC of the information set out under clauses (6) and (7) above in the manner contemplated in those subparagraphs.

It is acknowledged and understood by the Proponent that this Section is to be interpreted solely for the benefit of EDC and not for the benefit of the Proponent and that EDC is under no obligation to waive any of its rights to strict compliance under this RFP.

#### **5.6 No EDC Liability**

EDC shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from EDC exercising any of its express or implied rights under this RFP. No Proponent shall have any claim for compensation of any kind whatsoever, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions of EDC, negligent or otherwise, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **5.7 Assignment**

No assignment of Proposals shall be made in whole or in part, without the prior consent in writing of EDC. Any purported assignment made without EDC's consent is void and of no effect. EDC is under no obligation to consent to any assignment request. EDC further reserves the right to consent to any assignment request.

No assignment shall relieve any Proponent from any obligation under the Proposal or impose any liability upon EDC.

## APPENDIX A – FORM OF AGREEMENT

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## APPENDIX B – COMPLIANCE & PRIVACY REQUIREMENTS

PRIVACY REQUIREMENTS <sup>1</sup>			%
The Proponent should describe how it fulfills the requirements below and provide any relevant documentation supporting the responses.			
<b>Total Available Points for Privacy and Compliance Controls: 10 (if requirement #7 is included, the total available points are 12)</b>			
#	Requirement	Response	Points
1	<p><b>Data Management.</b> Does the Proponent document data flows to illustrate how personal information is collected, used, disclosed and retained? (total available: 1 point)</p> <p>If yes, the Proponent should describe and/or provide the data flow diagrams relevant to the services being procured by EDC, including the following details:</p> <ul style="list-style-type: none"> <li>i. a description of the data flows between the Proponent, EDC and any other entities engaged by the Proponent that would access, store or otherwise process EDC personal information (e.g. Amazon Web Services, Microsoft Azure, etc); (=0.5 points) and</li> <li>ii. the location (city and country) where EDC personal information (electronic and paper) would be stored, including the location of data centre(s), for both primary and backup/disaster recovery, that would host EDC personal information and the location of any backup data centres (=0.5 points).</li> </ul>		

2	<p><b>Privacy Program.</b> Does the Proponent maintain, regularly review and update a privacy program? (total available: 3 points)</p> <p>If yes, the Proponent should:</p> <ul style="list-style-type: none"> <li>i. provide or describe in detail the relevant internal policies, standards and procedures (=1 point);</li> <li>ii. explain how privacy-related principles (including but not limited to data minimization, purpose limitation, transparency, accuracy, retention limitation and safeguards) are embedded in the services being procured by EDC (=1 point);</li> <li>iii. describe whether the Proponent regularly audits the services being procured by EDC to monitor compliance against the internal privacy policies, standards and procedures (=0.5 points); and</li> <li>iv. describe how often the internal policies, standards and procedures are reviewed (at least annually=0.5 points).</li> </ul>		
3	<p><b>Privacy Training.</b> Does the Proponent have a privacy training and awareness program? (total available: 2 points)</p> <p>If yes, the Proponent should describe:</p> <ul style="list-style-type: none"> <li>• topics covered in the training (=0.5 points);</li> <li>• how often the training is reviewed to reflect any changes in legislation, internal policies and technology (at least annually=0.5 points);</li> <li>• how completion is tracked and enforced (completion tracked and enforced=0.5 points); and</li> </ul>		

	<ul style="list-style-type: none"> <li>frequency employees and contractors complete the training (at least annually=0.5 points).</li> </ul>		
4	<p><b>Data Retention.</b> Does the Proponent: 1) have the ability to delete or return, at EDC's choice, any EDC personal information at the termination or expiration of the agreement; and 2) where required by law to retain EDC personal information after the termination or expiration of the agreement, have documented data retention schedules in place to ensure complete destruction of EDC personal information at the end of the retention period? (total available: 1 point)</p> <p>If yes, provide or describe the retention schedules applicable to the services being procured.</p>		
5	<p><b>Personal Information Requests.</b> Does the Proponent have procedures for 1) logging requests for access to or correction of personal information submitted by individuals whose information is processed on behalf of EDC; and 2) ensuring that these requests are not dealt with directly and are promptly forwarded to EDC for processing unless otherwise required by law or instructed by EDC? (total available: 1 point)</p> <p>If yes, provide or describe such procedures.</p>		
6	<p><b>Privacy Incident and Breach Management.</b></p> <p>Does the Proponent have a documented privacy breach procedure to identify, investigate and respond to privacy incidents and breaches? (total available: 2 points)</p>		

	<p>If yes, the Proponent should provide or describe in detail:</p> <ul style="list-style-type: none"> <li>the privacy incident and breach management procedure, which should include at a minimum a process for reporting internally and logging incidents, defined roles and responsibilities, a process for identifying incident severity and required actions, an accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate (=1 point);</li> <li>notification of confirmed privacy breaches to affected customers within a specified timeframe (if present=0.5 points); and</li> <li>a process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on incident patterns and root cause (if present=0.5 points).</li> </ul>		
7.	<p><b>Compliance with International Privacy Laws.</b> Does the Proponent's privacy program enable compliance with the General Data Protection Regulation? (total available: 2 points)</p> <p>If yes, the Proponent should describe in detail:</p> <ul style="list-style-type: none"> <li>how it can enable compliance with the requirements set out in the General Data Protection Regulation, including fulfilment of data subjects' privacy rights (=1 point); and</li> <li>the legal basis used for transfers of personal information to a non-EU country, including whether it has the ability to comply with the obligations set out in the EU Standard Contractual Clauses as applicable (=1 point).</li> </ul>		



## APPENDIX C – PRICING FORMS

Proponent **must (M)** provide a fixed cost (in Canadian Dollars) for the services outlined in Section 4.2. Proponents **must (M)** provide a breakdown of the fixed cost. The fixed cost is to include all expenses (including travel) and should be outlined in the breakdown.

All rates are to be in Canadian Dollars (CAD) and be exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST) as applicable.

Each of the cells with a numeric value, i.e. if there is no cost associated with the cell; the Proponent **must (M)** enter a “0”. N/A, dashes, textual comments, or references to other documentation are not appropriate answers and will not be accepted.

Failure to complete Appendix C as instructed will, subject to the reserved rights of EDC, result in the response being declared non-Compliant.

Service Type	Fixed Price Cost
Development rates for any changes to the system hourly rate	
Fix cost for standard yearly Maintenance and Support	
Transition costs	

## APPENDIX D – MANDATORY SUMMARY

This Appendix **must (M)** be completed in accordance with Section 2.4.1 of the RFP.

REQUIREMENT	RFP RESPONSE	COMMENT
The Proponent <b>must (M)</b> provide completed pricing tables (Appendix C) for all goods and services required under this Request for Proposal. All costs, including any One Time Costs, must (M) be provided with the Proponent's Offer or Proposal as part of its Financial Proposal.		
The Proponent <b>must (M)</b> provide completed Mandatory Summary (Appendix D) and satisfy the Mandatory Requirements.		
The Proponent <b>must (M)</b> include an electronic copy (MS Word preferred) of <u>any and all</u> document(s) relevant to the negotiation of a definitive agreement such as a license agreement, services agreement, maintenance/support agreement, ordering document, etc.		
The Proponent <b>must (M)</b> provide a Submission Form (Appendix G) completed and signed by an authorized representative of the Proponent.		
The Proponent <b>must (M)</b> meet all requirements as defined in Part 4 – Contractual Services and Deliverables.		

## APPENDIX E – WEIGHTED DECISION MODEL

WRITTEN RATED REQUIREMENTS & WEIGHTING		%
Total Available Points for Written Proposal: 100		
Section	Requirement	Points Total
3.2.1	<p><b>Corporate Capability</b></p> <p>The Proponent should (R) include a Corporate Profile providing the following:</p> <ul style="list-style-type: none"> <li>I. Legal name, head office address, telephone number and identification of the primary and any secondary locations</li> <li>II. Parent company name/address</li> <li>III. Subsidiaries and affiliates' names/addresses</li> <li>IV. Profile and history of company</li> <li>V. Number of employees</li> </ul>	5
3.2.2	<p><b>Methodology</b></p> <p>The Proponent should (R) detail their framework, process and capabilities for maintaining website applications, content, data and security including, but not limited to, patch programs, vulnerability scans, security monitoring, change management and incident and problem management demonstrating their ability to meet the requirement.</p>	30
3.2.3	The Proponent should (R) provide three (3) examples of projects completed within the last 7 (seven) years to build and maintain a website that represents what would need to be provided to EDC, including at least one bilingual website	30
3.2.4	The Proponent should (R) outline its delivery plan including high level activities and timeline for the execution and completion of the scope required, including the transition of services from the incumbent that demonstrates their ability to deliver the scope..	15

3.2.5	<b>Relationship Management</b>  The Proponent should (R) detail how they will engage with and manage the relationship between themselves, EDC and incumbent vendor(s) demonstrating the Proponent has the skills manage these relationships.	15
3.2.6	The Proponent should (R): Complete Appendix B which is related to EDC's Compliance & Privacy Requirements.	5
<b>PRESENTATION RATED REQUIREMENTS &amp; WEIGHTING</b>		<b>%</b>
The Proponent's Presentation will be evaluated based on the degree to which it meets EDC's business requirements. Proponents should be prepared to demonstrate the following during their Presentation session, which will be evaluated to a maximum of 100 points:		
<b>Section</b>	<b>Requirement</b>	<b>Points Total</b>
1	A high-level schedule for delivery of the requirements as defined in Part 4 – Contractual Services and Deliverables.	15
2	The delivery process for executing unplanned and/or time sensitive content changes e.g. outage messages.	10
3	The delivery process for executing planned website changes of various size and complexity.	10
4	The risk management strategy, governance structure and processes that would be used to manage delivery of the services.	15
5	Demonstration of security measures taken to protect customer data and web applications ex. patch program, cyber recovery, security operations and breach detection.	25

6	Demonstration of an existing or proof of concept website that has a visual identity that is consistent with the Government of Canada program as established on ceba-cuec.ca.	25
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## APPENDIX F – SUB-CONTRACTOR NOTIFICATION FORM

Proponents should note that this form should be returned to EDC **as soon as possible and no later than 10 business days prior to** the Proposal Submission Deadline.

EDC reserves the right to pre-approve and/or refuse any and all Sub-Contractors.

It is the sole responsibility of the Proponent to secure the pre-approval from EDC in accordance with the process set out in section 2.1 of this RFP of its proposed Sub-Contractors. Failure to secure pre-approval may result in the Proponent's Proposal being deemed non-Compliant and disqualified from this RFP Process.

The Proponent should list any sub-contractors that it intends to propose in response to **RFP # 25-032 for CEBA Website Services** in the table below.

In any Sub-contract, the Preferred Proponent shall, unless EDC otherwise consents in writing ensure that the Sub-Contractor is bound by terms and conditions of the Agreement.

Name of Proponent	
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Name of any Subcontractor that the Proponent intends to include in its proposal	Role and Responsibility of Named Parties in the Proposal

## APPENDIX G – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one (1) person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between EDC and the Proponent unless and until EDC and the Proponent execute a written agreement for the Services and Deliverables.

### 3. Ability to Provide Services and Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Services and Deliverables required. The Proponent represents and warrants its ability to provide the Services and Deliverables in accordance with the requirements of the RFP for the rates set out in its Proposal.

### 4. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges

that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.

## **5. Addenda**

The Proponent is deemed to have read and taken into account all Addenda issued by EDC prior to the Deadline for Issuing Addenda.

## **6. Communication with Competitors**

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the Proponent, whether or not related to or affiliated with the Proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the Proponent declares that:

- (a) it has prepared its Proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
  - (i) prices;
  - (ii) methods, factors, or formulas used to calculate prices;
  - (iii) the quality, quantity, specifications, or delivery particulars of the Services and Deliverables;
  - (iv) the intention or decision to submit, or not to submit, a Proposal; or
  - (v) the submission of a Proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

### **Disclosure of Communications with Competitors**

If the Proponent has communicated or intends to communicate with one (1) or more competitors about this RFP or its Proposal, the Proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:



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### 7. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

### 8. Conflict of Interest

The Proponent must declare all potential Conflicts of Interest, as defined in Section 5.1.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Proposal; **AND** (b) were employees of EDC within twelve (12) months prior to the Proposal Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

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## 9. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by EDC to the advisers retained by EDC to advise or assist with the RFP process, including with respect to the evaluation of this Proposal.

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Signature of Proponent Representative

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Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX H – DUE DILIGENCE QUESTIONNAIRE

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## Exhibit A

### Non-Functional Requirements

NFR ID	Type of NFR	EDC Category	Requirement
1	Non-Security	Official Languages	Must (M) demonstrate a capability to deliver external facing services (per the Requirements document) in both of Canada's official languages (French and English) and have resources available to meet EDC's obligations per the Official Languages Act.
2	Security	Information Protection and Auditability	<p>Information Protection and Auditability — must (M) demonstrate that the proposed services are secured, designed and developed to ensure the protection of personal information, including but not limited to the ability to audit and monitor data use and retention.</p> <p>Supplier as directed by EDC, will permanently delete or destroy all copies of EDC information in Supplier's control using industry best practices, except as may be required under Applicable Laws, and promptly provide EDC with written confirmation of such deletion or destruction.</p>
2	Non-Security	Information Protection and Auditability	EDC and Supplier will ensure that any information recorded and provided under the agreement is controlled and limited to employees and/or consultants Supplier hires.
2.1	Non-Security	Information Protection and Auditability	Ensure individuals exercise due diligence to protect EDC CEBA data per agreed upon data sharing guidelines and contractual obligations.
3	Security	Data Residency	Data residency — must (M) have the ability to store and host EDC's information, including data in backups or maintained for redundancy purposes, within Canada.

			Supplier shall logically segregate the EDC data from the data of any other customer of Supplier at all times, including under adverse conditions
5	Non-Security	Beneficial Ownership	<p>Since this is a GoC engagement can you verify that no state-owned entity has a 10%+ control of "VENDOR".</p> <p>Provide information on company ownership (e.g., list anyone who has over 10% interest in the company, names of directors and officers, disclosure of any interest in the company from any government/state-owned entity, etc.). GoC site with definition is here:  <a href="https://star.worldbank.org/sites/default/files/g20_bo_country_guide_canada.pdf">https://star.worldbank.org/sites/default/files/g20_bo_country_guide_canada.pdf</a></p> <p>Questions for vendors includes:</p> <ul style="list-style-type: none"> <li>a. name &amp; past names</li> <li>b. company's legal structure? (corporation, limited liability, partnership, joint venture, etc.)</li> <li>c. the year and country/state of incorporation/registration?</li> <li>d. list all beneficial owners (owners holding a greater than 10% interest in the Company), including individuals and entities, and state the % of ownership of each.</li> <li>e. list the names of: (a) members of the company's Board of Directors and (b) members of the company's executive management (e.g., CEO, COO, CFO, etc.).</li> <li>f. list the names and addresses of any related entities (parent company, subsidiaries/affiliates, etc).</li> <li>g. length of time in business?</li> <li>h. is the company regulated by a government agency?</li> <li>i. Is the company subject to regulatory oversight?</li> <li>j. Does the company transact business with governments or governmental entities (including businesses partially owned by governments or governmental entities)?</li> <li>k. are any of the owners, shareholders, directors, officers, or employees of your company government officials?</li> <li>l. are any of the owners, shareholders, directors, officers, or employees of your company related (by blood, marriage, current or past business association or otherwise) to a government official?</li> <li>m. do any of the owners, shareholders, directors, officers, or employees of your company have any other business or personal ties to a government official?</li> </ul>

6	Non-Security	Financial Sustainability	Vendor is financially sustainable and will operate as a going concern throughout the lifetime of the CEBA collections program ie. the company can meet its liabilities without scaling back its operations for the program period. Evidence includes bank/credit references, financial statements, Other: companies suppliers/vendors all paid in the past 12 months, staff paid and intact (no major layoffs), no potential bankruptcies, default on obligations, civil suits alleging fraud, property seizures, criminal or regulatory issues.
7	Non-Security	Licensing Transferability	Licensing and must be transferable from software vendor(s) back to EDC or to another provider upon request. Service provider must transfer solution designs, configuration, process flows, data to EDC or another provider upon request.
8	Non-Security	Tech & Service Level Management	Industry standards - IT service management: ITIL must be adhered to. For any IT Services proposed/included by the Supplier, the Supplier must specify what industry standards (e.g., ITIL V3, V4) they are using.
8.1	Non-Security	Tech & Service Level Management	Uptime for CEBA public facing Website: 99.5%.
8.2	Non-Security	Tech & Service Level Management	Must adhere to Incident management SLAs as defined in Exhibit B - Service Level Agreement - Incident Management
8.3	Non-Security	Tech & Service Level Management	Document & monitor capacity assumptions and scalability used in sizing the architecture for EDC CEBA systems
9	Security	Security & Privacy	Must meet EDC requirements for privacy and authentication (of individual/person) according to the Canadian Privacy Act and Access to Information Act. This includes initiating distress calls to emergency services and reporting the disclosure of personal information and maintaining records of these instances.
10	Non-Security	Infrastructure Management	Must manage data center environment, providing and supporting a secure & stable infrastructure and effectively and efficiently performing operational activities to ensure services meet SLA targets and requirements. Must (M) have

			the ability to store and host EDC's information, including data in backups or maintained for redundancy purposes, within Canada.
11	Non-Security	Business Continuity Management (BCM)	Confirm the existence of a Business Continuity Plan / Disaster Recovery Plan (BCP/DR) to ensure continuity for preferred proponent-controlled services in the event of an unanticipated event for elements, disaster or other event that impacts the data center where EDC CEBA program data/information is stored. Provide updates annually.
12.1	Security	Provider Information - Company & Employee Level (PICE)	Confirm that a minimum of one internal cybersecurity controls framework is implemented at the preferred proponents' facilities and/or have been used as benchmarks when assessing solutions. Provide third-party security attestations, including but not limited to results of the last audit or certifications for NIST, ISO27000, SOC 2 Type 2, SOC 3, CIS CSC.
12.1.1	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Standardized data privacy and access framework (e.g., ATIP requests) a) Establishing administrative, technical and physical safeguards required to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use and modification;
12.1.2	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Standardized data privacy and access framework (e.g., ATIP requests) b) Defining specific circumstances under which preferred proponent will disclose personal information;
12.1.3	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Disaster Recovery Plan c) Implement contingency plans and procedures to identify and respond to privacy and security breaches, including a communication plan to notify impacted parties;

12.1.4	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Standardized data privacy and access framework (e.g., ATIP requests) d) Developing procedures for processing requests for access to or correction of personal information and how such requests and changes are logged and monitored;
12.1.5	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Standardized data privacy and access framework (e.g., ATIP requests) e) Defining a retention policy and procedures to ensure complete destruction of personal information at the end of the retention period
12.1.6	Security	Provider Information - Company & Employee Level (PICE)	Demonstrate compliance with applicable security and privacy legislation, including but not limited to PCI-DSS, the Privacy Act, Access to Information Act. This includes (but it is not limited to) activities such as: Standardized data privacy and access framework (e.g., ATIP requests) f) Establishing procedures of how system logs of transactions are monitored for inappropriate access, use and disclosure, and appointing an accountable individual within the preferred proponent's organization responsible for receiving and resolving privacy and security concerns.
12.1.7	Security	Provider Information - Company & Employee Level (PICE)	Standardized data privacy and access framework (e.g., ATIP requests)
12.2	Non-Security	Provider Information - Company & Employee Level (PICE)	Must ensure that employees assigned to the EDC contract comply with a minimum of Government of Canada's Reliability security screening level or equivalent as determined by EDC Security; proponents should note that the requirements of such a security screening may include verification of personal data, educational and professional qualifications, employment history, and other similar checks



12.3	Non-Security	Provider Information - Company & Employee Level (PICE)	Support personnel must be located within Canada to support application from an Operations perspective, this is for system administrators that have access to the data or the ability to add users.
12.4	Non-Security	Provider Information - Company & Employee Level (PICE)	Must ensure that all employees assigned to the EDC contract are aware of, understand, and adhere to Canada's privacy laws (including, but not limited to the Privacy Act and PIPEDA) to ensure the confidentiality of EDC's data.
12.5	Non-Security	Provider Information - Company & Employee Level (PICE)	The Supplier will list information on any sub-contractors and their responsibilities. The Supplier shall obtain the consent of EDC in writing prior to subcontracting or permitting the subcontracting of any portion of the Services or changing any subcontractor. In any subcontract, the Supplier shall, unless EDC otherwise consents in writing, ensure that the sub-contractor is bound by terms and conditions substantially similar to those in this Agreement. The Supplier will complete the 'beneficial information' for any sub-contractors engaged.
13.1	Security	Incident Response	Provide 24/7 security monitoring across the environment to identify cyberthreats, including infrastructure, cloud-solutions, security operation centers tools/applications and user activity. The preferred proponent should (R) feed a proponent's owned SIEM or XDR that aggregates, and correlates event and audit logs retrieved from the solution's Infrastructure. Implement formal policy & procedures to ensure audit logging of information security events are monitored and recorded to detect unauthorized information processing activities in compliance with all relevant legal requirements.
13.2	Security	Incident Response	Anonymized counts of past material breaches in the past two years, including the impacts of those breaches and the reparation of the situation.
13.3	Security	Incident Response	Ensure that there are contingency plans and procedures in place to identify and respond to privacy and security breaches.

13.4	Security	Incident Response	Implement formal policy & procedures to ensure audit logging of information security events are monitored and recorded to detect unauthorized information processing activities in compliance with all relevant legal requirements.
14	Security	Data Protection (DP)	Must ensure that EDC CEBA program data (both, primary and for backup disaster recovery) is stored in a secure site and logically separated from data belonging to the preferred proponent's firm or other customers. EDC data includes all data stored by preferred proponent and / or any of its subcontractors. EDC data must be downloadable upon request.
14.1	Security	Data Protection (DP)	Must ensure that all EDC CEBA program data is backed up minimum daily
14.3	Non-Security	Data Protection (DP)	Create a Disaster Recovery plan to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster
14.9	Security	Data Protection (DP)	Must provide geographical-based service and data storage information with the relative locations (that is, city and country) of data centers for both primary and backup/disaster recovery data centers where all EDC information (electronic and paper) would be stored. Must have the ability to store and host EDC's information, including data in backups or maintained for redundancy purposes, within Canada.
14.1	Security	Data Protection (DP)	Must provide a minimum Transport Layer Security (TLS) 1.2 for data encrypted in transit, preferred 1.3 for web traffic.
14.11	Security	Data Protection (DP)	Must provide AES-256 or higher, for information (structured and unstructured), including data encrypted at rest, in use and in transit.
15	Security	Identity Access	Ensure adherence to the principle of least privilege (POLP), providing minimum access privileges for users to perform their function. Audit privileged accounts quarterly.

		Management (IAM)	
15.1	Security	Identity Access Management (IAM)	provide security of privileged accounts through password management.
15.2	Security	Identity Access Management (IAM)	must meet EDC's minimum requirements of password policy: complexity of 12 characters, with at least one uppercase, one lowercase, one number, and one special character; encrypt passwords in storage and in transmission; enforce password maximum lifetime of 90 days; prohibit password reuse for a minimum of 3 generations; does not transmit clear text passwords over any network; masks password fields during the authentication process.
15.3	Security	Identity Access Management (IAM)	Apply Privileged Access Management principles when creating privileged and service accounts.
15.4	Security	Identity Access Management (IAM)	Store privileged accounts information in centralized access management system.
15.5	Security	Identity Access Management (IAM)	Ensure that privileged access is managed in the centralized access management system.
15.6	Security	Identity Access Management (IAM)	Must provide account authentication capabilities such as SSO, identity federation through OpenID Connect, SAML, Oath 2.0; with MFA
15.7	Security	Identity Access	Must provide role-based access controls adhering to common sense security principles such as least privilege.

		Management (IAM)	
15.8	Security	Identity Access Management (IAM)	System must lock out after 5 minutes of inactivity
15.12	Security	Identity Access Management (IAM)	User access must reflect current, assigned work-related duties, and must be immediately revoked or suspended when access is no longer required (for example, when an employee leaves or changes responsibilities)
15.12	Security	Identity Access Management (IAM)	Document onboard and offboard procedures by role, including account creation, modification of permissions and account deletion.
15.13	Security	Identity Access Management (IAM)	Grant access to systems when approved and authorized to a role or access level based on the user's job responsibilities.
15.13	Security	Identity Access Management (IAM)	System access of Supplier and EDC personnel is changed or removed promptly upon transfer and termination.
15.14	Security	Tech & Service Level Management	Perform security reviews over the network, servers, workstations, restricted facility areas, and/or administrative rights on a periodic basis in accordance with service-level metrics and/or documented procedures. (check period with EDC standards & policies)
15.16	Security	Identity Access Management (IAM)	Individuals must lock their system when left unattended and terminate (log off) active sessions when leaving for an extended period of time (for example, at the end of the day) to protect against unauthorized access to their account.

15.17	Security	Identity Access Management (IAM)	A record of all network or system accesses is to be created and maintained for each individual user and made available to the EDC, upon request.
16	Security	Network / Infrastructure Security	Must provide a data loss prevention (DLP)/ Sensitive Data Monitoring solution capable of monitoring customer data at various levels.
16.1	Security	Network / Infrastructure Security	Ensure that infrastructure hardening policies are available for devices such as endpoints, servers, network devices.
16.2	Non-Security	Network / Infrastructure Security	Maintain inventory of assets that are included in the production environment
16.3	Security	Network / Infrastructure Security	Facilitate segregation, isolation, and containment in case of an Incident
17	Security	Application Security	Must provide Software Development Life cycle best practices including, but not limited to, developer training, threat modeling, and application security testing (SAST/DAST, SCA)
17.1	Security	Application Security	Must provide API secure integration points, documenting integration points such as with external services, third parties, etc.
17.2	Security	Application Security	Capture User Session information referencing historical activities related to a user session to be viewed when needed.
18.1	Security	Data Security	Should provide Product Storage Deletion policies, including how data is removed, replicated, evidence of destruction provided.

18.2	Security	Data Security	Ensure that EDC customer data will never be used for such purposes other than CEBA-related activities.
18.3	Security	Data Security	Must ensure that EDC Data traffic remains within Canada.
18.4	Security	Data Security	Establish procedures of how system logs of transactions are monitored for inappropriate access, use and disclosure of data, and appointing an accountable individual within the preferred proponent's organization responsible for receiving and resolving data management concerns.
19	Security	Patch & Vulnerability Management	provide a Patch Management program, including scheduled and ad hoc deployment of patches on endpoints and/or servers.
19	Security	Patch & Vulnerability Management	<p>threat risk assessment (TRAs), vulnerability assessments (VAs), penetration testing, response and reporting for security items based on severity, as well as any other security validation measures.</p> <p>Vulnerabilities must be resolved as follows from the date of identification unless otherwise agreed to by EDC in writing:</p> <p>Critical: within 15 business days  High: within 30 business days  Medium: within 60 business days  Low: within 90 business days</p>
19.1	Security	Patch & Vulnerability Management	Supplier shall, at no additional cost to EDC, engage an approved independent third party to conduct penetration tests, prior to launch of the service, major releases and at least once a year, based on the anniversary date of the launch. The preferred proponent must (M) be approved by EDC and further agree to share the third party's penetration test findings, unaltered, with EDC.
19.2	Security	Patch & Vulnerability Management	<p>Ensure that based on Penetration Tests, vulnerabilities are resolved as follows from the date of identification unless otherwise agreed to by EDC in writing:</p> <p>Critical: within 15 business days  High: within 30 business days  Medium: within 60 business days  Low: within 90 business days</p>

20	Non-Security	Physical Security	Must have physical site security measures in place to protect against loss or theft as well as unauthorized access, disclosure, copying, use and modification of data.
20.1	Non-Security	Physical Security	Technical controls to restrict access to office premises or work areas in which EDC data is retained.
20.2	Non-Security	Physical Security	Network components (e.g., servers with EDC data) located in secure room or cabinet with restricted access.
20.3	Non-Security	Physical Security	Remote work areas equipped with access controls (e.g. locking doors and windows), and secure storage of devices and paper.
20.4	Non-Security	Physical Security	Physical access of Supplier and EDC personnel is changed or removed promptly upon transfer and termination.
20.5	Non-Security	Physical Security	Perform security reviews over physical areas on a periodic basis in accordance with service-level metrics and/or documented procedures. (check period with EDC standards & policies)
21	Non-Security	Change Management	Perform change management procedures (including emergency procedures) to govern the modification and maintenance of production systems and address security and availability requirements.
21.1	Non-Security	Change Management	Document and manage baseline configurations to provide roll back capability anytime an approved configuration change is made. Baseline configurations should be periodically (check EDC policies), when required due to reviews and system changes, and anytime integral system components are added.
22	Non-Security	Accessibility	The solution will plan to be compliant with Canadian federal and provincial accessibility standards (e.g. WCAG 2.0 or better Level AA) WCAG 2.1 is preferred.

## Exhibit B

### Incident Management

#### 1. Definitions:

**“Business Hours”** means 8am to 5pm Eastern Time Monday to Friday.

**“Incident”** means an event that impairs the normal delivery or operation of the Services.

**“Security Incident”** means any actual or reasonably suspected Incident of accidental, unauthorized (by EDC) or unlawful access to, or use, copying or disclosure of, loss, unavailability, loss of integrity of, or inability to account for, any EDC information, or any data/system damage, whether or not caused by a breach of Supplier’s obligations under this agreement.

**“Service Incident”** means any Incident other than a Security Incident.

**“EDC Security Incident Contact”** shall be EDC’s Security & Security Operations Centre by email at [EIS-SecurityOperationsCentre@edc.ca](mailto:EIS-SecurityOperationsCentre@edc.ca) and phone at 613-597-8505 or such other contact notified by EDC to Supplier from time to time.

#### 2. Service Incident Descriptions:

Service	Description
Service Incident Initial Notification	The time from the discovery of a Service Incident by Supplier to first notification by Supplier to EDC (the <b>“Service Incident Initial Notification”</b> ). The Service Incident Initial Notification shall include a detailed description of the Service Incident, a determination of the severity level of the Service Incident based on the criteria set out below under Section 6 - Service Incident Severity Levels, and a report (the <b>“Service Incident Report”</b> ) containing the information to the extent known at the time of such communication as provided in Section 5 – Incident Reporting.
Service Incident Ongoing Communication	The frequency during which Supplier shall communicate to EDC from the time of the Service Incident Initial Notification through to Service Incident Resolution



Service	Description
	(defined below) in the communication channels as specified in the table below. Communication should include the Service Incident Report.
Service Incident Workaround or Resolution	The time for Supplier to achieve a solution to the Service Incident (if a work-around, a <b>“Service Incident Workaround”</b> and if a permanent resolution that eliminates the root cause of the Service Incident, a <b>“Service Incident Resolution”</b> ).

### 3. Service Incident Services Level Descriptions:

Service	Severity Level Error! Reference source not found.	Severity Level Error! Reference source not found.	Severity Level Error! Reference source not found.	Severity Level Error! Reference source not found.
Service Incident Notification Method	Email plus either text and/or phone call	Email plus either text and/or phone call	Email	Email
Service Incident Initial Notification	30 minutes within Business Hours	30 minutes within Business Hours	4 hours within Business Hours	8 hours within Business Hours
Service Incident Ongoing Communication	1 hour within Business Hours	4 hours within Business Hours	2 days within Business Hours or as agreed to by the Parties	5 days within Business Hours or as agreed to by the Parties
Service Incident Workaround or Resolution	4 hours within Business Hours	8 hours within Business Hours	5 days within Business Hours or as agreed to by the Parties	10 days within Business Hours or as agreed to by the Parties.

### 4. Security Incidents:

Supplier shall contact the EDC Security Incident Contact and any other person designated by EDC for such purpose (including, if applicable, on-site security) within two (2) hours of the discovery of a Security Incident by Supplier, by email and telephone at the then-current number provided by EDC for such purpose, which may be updated by EDC from time to time. Promptly thereafter, Supplier shall provide written notice of the Security Incident, including all Security Incident information as provided in Section 5 – Incident Reporting to the extent known at the time of such communication (the “**Security Incident Information Report**”).

Supplier shall provide the update reports described in Section 5 – Incident Reporting at the applicable frequency set out in the table below, or at such other frequency as may be reasonably requested by EDC.

Stages	Frequency of Providing Update Reports
Until Supplier has achieved a Workaround	Every one (1) Business Hour
After Supplier has achieved a Workaround, but prior to Supplier achieving Resolution	Every four (4) Business Hours

## 5. Incident Reporting

Supplier to provide EDC at the contact information provided by EDC the following Incident information for each Service Incident and Security Incident:

- (a) Unless otherwise agreed to by the parties, the Service Incident Report must contain the following information as known at the time of communication to the EDC CEBA Incident Contact:
  - (i) the date and time that Supplier discovered the Incident or received notice of the Incident, as applicable;
  - (ii) the date and time that the Incident occurred;
  - (iii) description of the Incident;
  - (iv) details of the assigned Supplier technician or Incident manager or group;
  - (v) which application, system, infrastructure component or Service is impacted by the Incident to the extent known;
  - (vi) the proposed Severity Level categorization of the incident to the extent known;

- (vii) details of any business impact (e.g. data problem, degraded Service, or Service unavailable);
  - (viii) details of any impact to EDC users;
  - (ix) details of the initial action taken and the then current status of the Incident;
  - (x) when Supplier expects to achieve a Service Incident Workaround (if applicable) and a Service Incident Resolution; and
  - (xi) any other relevant information identified that Supplier is aware of at the time such notice is delivered to EDC, or as otherwise reasonably requested by EDC.
- (b) EDC shall have the right to categorize or re-categorize the severity level of a Service Incident, in its reasonable discretion, and such re-categorization shall be deemed to apply from the point of re-categorization for purposes of the processes and procedures outlined in this Exhibit.
- (c) For greater certainty, notwithstanding Supplier's achievement of a Service Incident Workaround in respect of a Incident, Supplier shall continue to investigate, diagnose, and analyze the Incident and work to resolve the Incident until Supplier has achieved Service Incident Resolution of the Incident.
- (d) After achieving Service Incident Resolution of a Severity Level 1 Incident or a Severity Level 2 Incident, Supplier shall deliver a detailed post-mortem report to EDC which shall include: (i) a final detailed description of the Incident and its root cause(s), along with the investigation, diagnosis and analysis undertaken by Supplier in support of its conclusions; (ii) the action(s) Supplier took to achieve resolution of the Incident, including the action(s) Supplier took to mitigate the Incident and ensure that its root cause(s) will not occur again; and (iii) any other information requested by EDC relating to the Incident or Service Incident Resolution thereof. Supplier shall deliver such report to the EDC recipient as directed by EDC.
- (e) As part of the governance process, Supplier shall provide to EDC at least monthly, a summary of all Incidents occurring in the previous month and any other information that EDC may reasonably require.
- (f) EDC may add, delete or modify the Service Levels as follows using a Change Request:
  - (i) add or substitute a new Service Level; or
  - (ii) make any other change to any Service Level

## 6. Service Incident Severity Levels

	Description
<b>Severity 1</b>	<p>The Incident that results in the CEBA website or one or more components of the CEBA website to be not available and/or causes extensive corruption of the data and there is no acceptable alternative method to achieve the required results or outcome implemented by Supplier (a “<b>work-around</b>”). Causes may include:</p> <ul style="list-style-type: none"> <li>• Failure of critical functionality with no work-around.</li> <li>• Stops progress for most users.</li> <li>• No work-around has been implemented.</li> <li>• Major critical security exposures.</li> <li>• Material data loss or corruption.</li> <li>• Many or major files lost, large data corruption.</li> </ul>
<b>Severity 2</b>	<p>The Incident that results in a major system/sub-system being not Available and causes data loss/corruption. The failed function is unusable but a work-around has been implemented. Causes may include:</p> <ul style="list-style-type: none"> <li>• Partially impaired critical functionality with less than desirable work-around.</li> <li>• Significant loss of functionality to/from system.</li> <li>• Critical systems/functionalities are available, but performance is so slow it impedes users ability to complete their tasks.</li> <li>• Significant impact that may threaten future productivity if issue is not resolved.</li> <li>• Few files lost or corrupted.</li> </ul>
<b>Severity 3</b>	<p>The Incident that does not result in the termination of the major system/sub-systems but causes the system to produce incorrect or inconsistent results. Causes may include:</p> <ul style="list-style-type: none"> <li>• Failure of non-critical functionality with no work-around.</li> <li>• Interpretation of requirements resulting in incomplete functionality or behavior.</li> <li>• Impaired non-critical functionality with satisfactory work-around.</li> <li>• System performance issues resulting in delayed responsiveness but still functional and acceptable.</li> </ul>
<b>Severity 4</b>	<p>The Incident where the failed function is usable but may not be optimal for the business scenario. There exists an acceptable alternative method to achieve the required capability.</p>

	Description
	<p>Related to the look and feel of the application or of very low visibility/impact. Causes may include:</p> <ul style="list-style-type: none"><li>• Low EDC impact feature failure.</li><li>• UI layout or cosmetic errors.</li><li>• Incident that requires requirement clarifications.</li></ul>

## Exhibit C

### Service Level Agreement

#### 1.0 DEFINITIONS

In addition to the capitalized terms defined throughout this Exhibit, the following terms shall have the meanings given to them below:

Term	Meaning
Approved Outage Period	The number of hours during the Measurement Period during which there was (i) a planned outage that has been approved in advance by EDC, or (ii) a Force Majeure.
Available	The time during which the system, subsystem or equipment used to provide the Services is fully operational and accessible.
CEBA Incident Contact	Includes the following email addresses: <a href="mailto:ceba-operations@ceba-cuec.ca">ceba-operations@ceba-cuec.ca</a> and <a href="mailto:CEBA_Tech_Leads@edc.ca">CEBA Tech Leads@edc.ca</a>
Expected Service Level	The Expected Service Level as set out in Section 9 - Service Level Metrics and Service Level Credit Percentages for Service Levels.
Measurement Period	The period of time (e.g. weekly, monthly, etc.) over which the Service Level is measured for purposes of calculating whether the Service Level has been achieved.
Service Level Metrics	The metrics as set out in Section 2.

#### 2.0 SERVICE LEVEL METRICS

The Supplier shall meet all agreed upon SLAs outlined below. The SLAs will be monitored on a rolling 6-month basis. If the Supplier fails to meet one of more of the SLAs in any rolling 6-month period, the Supplier shall prepare a root cause analysis detailing why the SLA was not met and the plan for ensuring

the SLAs are met moving forward. This plan will include the timeline for rectifying the problem. The plan will be presented to EDC in writing and EDC must agree to the plan and timeline for rectification.

If the Supplier fails to meet the SLA(s) in the 6-month period following the rectification, a .25% penalty will be deducted from the invoice following the failure to reach the SLA.

The Supplier shall be expected to provide:

Service Level Name	Expected Service Level*
Customer Satisfaction	70% (3.5 out of 5)
Service Incident Initial Notification	95%
Service Incident Ongoing Communication	95%
Service Incident Workaround or Resolution	95%
CEBA Website Loading Speed	Equal to or Less Than 2 seconds
CEBA Website Uptime Availability	99.5%

#### **Availability Service Level Definition**

Availability is the measure of the system(s) operational time and accessibility, crucial for the customer experience and business continuity. Availability is calculated as the percentage of time a system can perform its intended functions without undergoing failure or repair ("**Uptime**").

Availability will be measured twenty-four (24) hours per day, seven (7) days per week during the measurement period and will exclude Approved Outage Periods.

Availability will be calculated as:

**Availability** = [Uptime ÷ (total time in the measurement period – Approved Outage Periods)] x 100 (rounded to the nearest tenth of a percent)

\*The Expected Service Level shall automatically be adjusted each year on the anniversary of the Schedule “A” Effective Date as follows:

1. Supplier shall calculate the average of the actual Availability for each month during the 12-month period measured from the Schedule “A” Effective Date, (the “**Actual Annual Availability**”).
2. If the Actual Annual Availability is higher than the then-current Expected Service Level, the Expected Service Level shall automatically be increased to be equal to the greater of (i) the Actual Annual Availability, and (ii) the Service Level determined in accordance with Section 8.2 of this Exhibit, provided that in no event will the Expected Service Level be increased higher than 99.9%.
3. For certainty, in no event will there be any downward adjustment to the Expected Service Level.

### **3.0 REVIEW OF SERVICE LEVELS**

**3.1** EDC and Supplier agree to review and assess effectiveness of the Service Levels as follows:

- (a) no less than annually upon each anniversary of the Schedule “A” Effective Date

### **3.2 Addition, Deletion or Modification of Service Levels**

EDC may add, delete or modify the Service Levels as follows:

- (a) Using the Change Order Process:
  - (i) add or substitute a new Service Level; or
  - (ii) make any other change to any Service Level; and
- (b) EDC may, upon 15 Business Days written notice to Supplier:
  - (i) annually, upon January 1<sup>st</sup>, delete any existing Service Levels.
- (c) The addition or substitution of new Service Levels by EDC in accordance with this Section 3 – Review of Service Levels shall be in order to achieve a fair, accurate and consistent measurement of Supplier’s performance of the Services. For example, such additions or substitutions may occur in conjunction with changes to the environment and the introduction of new hardware or software or means of service delivery; provided, however, where such hardware or software or such means of service delivery is a



replacement or upgrade of existing technology, there shall be a presumption of equivalent or improved performance.

### **3.3 Service Level Continuous Improvement**

For each Service Level, excluding the Service Incident Resolution Service Level, the Expected Service Level shall be increased in accordance with the following formula upon each anniversary of the Effective Date:

Each applicable Expected Service Level shall be adjusted by a sum equal to 5% of the difference between 100% and the then-current Expected Service Level. In no event shall the Expected Service Level be increased higher than 99.9%.

For example, if the Expected Service Level being adjusted were 99.5%, the increase would be calculated as follows:  $((100 - 99.5) \times 5\%) + 99.5 = 99.53\%$ .

## **4.0 SERVICE LEVEL REPORTING**

### **4.1 Measurement**

Supplier shall continuously monitor and measure its performance for all Service Levels. The form and format of such monitoring and measurement and required supporting data shall be as acceptable to EDC, taking into account the adjustments and modifications that may be required from time to time by EDC, but in any event, Supplier shall measure and collect all data reasonably required by EDC to determine Supplier's performance of the Services against all Expected Service Levels and provide such reporting as contemplated by this Exhibit. As part of such reporting, Supplier shall promptly give notice to EDC if Supplier fails to achieve a Service Level.

### **4.2 Monthly Reporting**

- (a) Supplier shall, at no additional cost to EDC, measure and report its performance against the Service Level Metrics in accordance with the requirements of this Schedule "A", each such report to be in a form approved by EDC. For each continuing failure to provide any of the Services in accordance with the Service Level Metrics that occurs in consecutive days, weeks or months (whatever the applicable reporting period is), Supplier shall report such failures for the day, week, month (whatever the applicable reporting period is) such failure commences and for each day, week, month (whatever the applicable reporting period is) thereafter that such failure continues or reoccurs. EDC may add, delete or modify the Service Level Metrics in accordance with the terms of this Exhibit and as mutually agreed pursuant to the Change Order Process.

- (b) On or before the tenth (10<sup>th</sup>) day of each calendar month or such other period as agreed to by the Parties, Supplier shall deliver to EDC a report, in the manner and format approved by EDC, containing (a **“Monthly Performance Report”**):
  - (i) for each Service Level and with respect to the immediately preceding calendar month, all available data supporting the calculation and reporting of the Service Level relating to the provision of the Services during the applicable month (and Supplier shall collect and preserve all such data made available to Supplier at any time until such data is provided to EDC);
  - (ii) for each Service Level with respect to the immediately preceding calendar month, details of Supplier’s performance as measured against the Service Level for such Expected Service Level during the applicable month;
  - (iii) (iv) other information reasonably requested by EDC from time to time to determine Supplier’s performance of the Expected Service Levels against the applicable Service Levels;
  - (vi) a description of any Service Level failure that occurred with respect to the immediately preceding month; and
- (c) Supplier shall provide EDC with an electronic feed of all data referred to in Section 4.2(b) promptly upon collecting the data, in a form and format that enables EDC to use, copy, sort, manipulate, modify, analyze, extract, translate, and load the data without a requirement that EDC undertake modifications to the data or the form or format in which it was delivered in order to do so, or in any other form and format mutually agreed to by the Parties e.g. Excel or CSV output.
- (d) Supplier shall also provide a monthly report of all changes to the Services, including all patches, error/bug fixes, updates, new releases and other enhancements, including those that are ongoing, during the previous quarter, and as planned for the previous quarter and subsequent quarters.
- (e) The Monthly Performance Reports, other reports, detailed supporting information and any other data or information provided pursuant to this Section 4 shall constitute Confidential Information of EDC.