

REQUEST FOR PROPOSALS (RFP)
Skills-Based Learning & Upskilling Marketplace
Issued by: D2L Corporation
RFP ID: D2L-2026-SLM

1. D2L Background

D2L is a global learning technology company that has spent more than two decades enabling learning transformation across education, government, and enterprise environments. Our flagship learning platform, Brightspace, is used by millions of learners worldwide and supported by a global team committed to innovation and learner success.

2. RFP Objective

D2L is issuing this RFP to identify and select a **Canadian education marketplace partner**, whose course catalogue, capabilities, and value proposition strengthen our ability to meet customer needs in areas such as lifelong learning, professional development, reskilling, and access to high quality education pathways. We seek a marketplace solution, with course catalogue capabilities, capable of serving Canadian businesses and government that D2L can resell, jointly positioned alongside our offerings. We are particularly interested in providers with a strong Canadian presence and deep understanding of the Canadian marketplace.

3. RFP Timeline

RFP Release	March 2, 2026
Vendor Questions Due	March 6, 2026
Proposal Submission Due	March 18, 2026
Award Notification	TBD

4. RFP Contact Information and Communication Details

Please direct all questions and communications to Partners@D2L.com.

To ensure a fair and transparent process, all communications related to this RFP must be directed exclusively to the RFP Contact identified above. Any attempt to discuss this RFP with individuals other than the designated RFP Contact, whether directly or indirectly, may result in disqualification of the proponent from further consideration.

5. RFP Requirements

5.1 Skills Intelligence & Career Pathing

- 5.1.1 How does your marketplace deliver AI driven, personalized learning or career pathways?
- 5.1.2 How does your solution identify employee skill gaps?

5.1.3 How does your marketplace meet the needs of employers or government agencies looking to offer opportunities for reskilling and upskilling to better address workforce and business needs?

5.2 Learning Marketplace / Network

5.2.1 What curated set of post-secondary institutions and training providers does your marketplace offer access to?

5.2.2 To what degree does your catalogue include offerings from Canadian institutions and content providers?

5.2.3 Provide a summary of the topics, skills, and certifications your catalogue includes?

5.2.4 Please describe Bilingual capabilities (English/French) of your offerings and solution to support language requirements of government and other customers. What other languages are supported?

5.2.5 How does your marketplace support micro-credentials and certificate-based learning opportunities?

5.3 Tuition Workflows

5.3.1 How does your system support digital approval routing for tuition or learning assistance workflows?

5.3.2 How are budget controls and reimbursement tracking handled in your solution?

5.3.3 What payment options are available to learners who exceed their tuition allotment?

5.3.4 What payment gateways are supported?

5.4 Learning Assistance Workflows

5.4.1 How are learners supported academically in their courses?

5.4.2 What technical support is available to learners and customers?

5.5 Reporting & ROI

5.5.1 What engagement dashboards does your solution provide to visualize learner participation and activity?

5.5.2 How do businesses track employee participation, completions, and tuition spend?

5.5.3 How does your solution report on ROI and utilization of learning programs?

5.6 Solution Administration

5.6.1 What low-touch onboarding capabilities does your solution offer for administrators and learners?

5.6.2 How does your solution support SSO, accessibility requirements, and mobile access?

5.6.3 What are the security and privacy protocols in place to protect Personally Identifiable Information (PII) and data protection?

5.6.4 Is Canadian-based customer support available? Please describe hours, access channels, and location of support team.

5.7 Vendor Experience & Roadmap

- 5.7.1 How does your company demonstrate expertise and a strong track record in the skills-based learning domain?
- 5.7.2 How does your company demonstrate meaningful presence in and commitment to the Canadian market?
- 5.7.3 What evidence can you provide of scalable enterprise-level support?
- 5.7.4 What upcoming releases and capabilities are planned and what additional functionality will be available?
- 5.7.5 What is your value proposition, as communicated to potential customers as well as to D2L as your potential partner and reseller?
- 5.7.6 Please provide two case studies showcasing your success and impact with Canadian customers. If available, please include a case study with a Canadian Government customer.
- 5.7.7 Do you have reseller arrangements currently in place with other vendors?

5.8 Data Residency & Sovereignty

- 5.8.1 Describe data storage locations, data center providers, and architecture.
- 5.8.2 Confirm ability to store all Canadian customer data exclusively in Canadian data centers.
- 5.8.3 Describe any data transfers outside Canada.
- 5.8.4 Describe backup and disaster recovery processes and locations.

5.9 Security, Privacy, & Data Protection

- 5.9.1 Confirm compliance with relevant privacy regulations such as the Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial privacy legislation, and international regulations such as GDPR, FERPA, etc.
- 5.9.2 Describe any privacy/data protection certifications held.
- 5.9.3 Describe your information security program and any security certifications (e.g., ISO 27001, SOC 2 Type II report).
- 5.9.4 Describe encryption standards for data at rest and in transit.
- 5.9.5 Describe penetration testing and vulnerability management practices.
- 5.9.6 Have you experienced a breach in the last 24 months?
- 5.9.7 Describe incident response plan and procedures, including notification of breach and post-breach remediation and support for affected customers.
- 5.9.8 Describe data deletion procedures upon contract termination.
- 5.9.9 Provide complete list of sub-processors who may access customer data. What is your process for sub-processor selection and contractual controls over sub-processors?

5.10 Business Qualifications.

- 5.10.1 Must be a legally registered business entity in Canada (or have a registered Canadian subsidiary/partner).
- 5.10.2 Minimum three (3) years of continuous operation in the skills-based learning, upskilling, or workforce development marketplace.
- 5.10.3 Provide evidence of financial stability through one of the following:
- Audited financial statements for the most recent fiscal year, or
 - Management-prepared financial statements certified by an officer, or
 - Signed letter from a Company Officer outlining sufficient financial resources and stability to provide the requested services.
- 5.10.4 Please confirm your business has not declared bankruptcy, insolvency, or similar proceedings in the past five (5) years.

5.11 Pricing Model

Please share details of your pricing model, including:

5.11.1 Standard Pricing Structure:

- Your standard enterprise pricing model (per-learner, per-course, subscription, etc.).
- Typical pricing tiers based on organization size or usage volume.
- Any setup, implementation, or onboarding fees, either one-time or on-going.
- Ongoing solution fees, support costs, or maintenance charges.

5.11.2 D2L Partnership Economics:

- Proposed revenue share or commission structure for D2L as reseller (provide specific percentage or expected range).
- Minimum margin D2L would receive on customer transactions.
- Whether D2L sets customer pricing or vendor sets pricing (describe pricing authority).
- How does customer invoicing and payment collection work (e.g., D2L bills customer or vendor bills customer?)

5.11.3 Customer Pricing Flexibility:

- Pricing flexibility or discounts available for businesses / employers.
- Pricing flexibility or discounts available for government agencies.
- Volume-based pricing incentives or rebates.
- Multi-year commitment discounts.

5.11.4 Commercial Terms:

- Typical customer contract term length.
- Renewal terms and pricing adjustment mechanisms.
- Cancellation or early termination terms.
- Service level agreement (SLA) and credits for non-performance, if applicable.

6. Evaluation Criteria

Functional Fit	40%
Vendor Stability and Roadmap	20%
Security & Privacy Controls	10%
Business Qualifications	10%
Pricing model & Value for Money	20%

The evaluation criteria above will be assessed as follows:

Functional Fit (40%): Proposals will be evaluated on the degree to which the vendor’s solution addresses the requirements set out in Sections 5.1 to 5.6, including Skills Intelligence & Career Pathing, Learning Marketplace / Network, Tuition and Learning Assistance Workflows, Reporting & ROI, and Solution Administration. Evaluators will assess how well the proposed solution meets each functional requirement on a scale of 0–5, where 0 = does not meet requirement, 3 = substantially meets requirement, and 5 = fully meets or exceeds requirement.

Vendor Experience and Roadmap (20%): Evaluators will assess the vendor’s demonstrated history in the Canadian skills-based learning market, the quality and credibility of its product roadmap, strength of Canadian customer references, and depth of enterprise-level deployment experience. Responses to Section 5.7 (Vendor Experience & Roadmap) will be the primary basis for scoring this criterion.

Security & Privacy Controls (10%): Evaluators will assess the adequacy of the vendor’s information security program, privacy compliance framework (including PIPEDA and applicable provincial legislation), and data residency capabilities. Responses to Sections 5.8 and 5.9 will be the primary basis for scoring this criterion.

Business Qualifications (10%): Evaluators will assess whether the vendor meets the mandatory eligibility requirements set out in Section 5.10, including Canadian registration, minimum years of operation, financial stability, and absence of bankruptcy proceedings. Vendors who do not meet the mandatory requirements in Section 5.10 may be disqualified from further consideration.

Pricing Model (20%): Evaluators will assess the competitiveness, clarity, and flexibility of the proposed pricing model, including the proposed D2L partnership economics, customer pricing flexibility, and overall value delivered relative to cost. Responses to Section 5.11 will be the primary basis for scoring this criterion.

All proposals will be evaluated by a panel of D2L evaluators using a standardized scoring guide based on the scoring framework above. Evaluators will apply the criteria consistently and independently across all proposals received. Evaluation scores and rationale will be documented and retained by D2L.

7. Submission Requirements

Please organize your submission in the following format:

- Executive Summary (1 page)
- Understanding of D2L Requirements (2 pages)
- Marketplace Overview (2 pages)
- Responses to Section 5 Requirements
- Conflict of Interest Disclosure (see Section 10)
- Vendor Certifications (see Section 11)

8. Next Steps After Submission

D2L may follow up with clarification questions, request demos and references, and conduct security assessments prior to final award.

9. Terms & Conditions

9.1 Proposal Submission

By submitting a proposal, the vendor agrees that they are responsible for all costs to prepare and submit its proposal. D2L will not reimburse any such costs.

9.2 D2L's Reserved Rights

D2L may, at its sole discretion and without liability:

- cancel or suspend this RFP at any time;
- reject any or all proposals;
- issue addenda or changes to the RFP before the deadline;
- request clarifications, additional information, or revisions;
- waive minor errors or informalities;
- verify proposal information and vendor qualifications (including reference checks and due diligence);
- shortlist one or more vendors and determine the evaluation process;
- negotiate with any vendor(s) and is not required to negotiate with all vendors;
- award based on best value (not lowest price);
- make one award, multiple awards, or split the scope; and
- make no award.

9.3 No Guarantee of Business

This RFP does not guarantee any revenue, volume, or work. Any partnership, reseller, or similar arrangement will depend on business needs, government/customer demand, and performance.

9.4 Confidentiality

D2L Information: Vendors may not disclose participation in the RFP or use D2L's name in marketing without D2L's prior written consent.

- **Vendor Proposals:** D2L will treat proposals as confidential and will not share them outside D2L except as needed for evaluation (including with internal reviewers, advisors, and counsel) or as required by law, each subject to confidentiality obligations where applicable.
- **Evaluation Process:** Evaluation materials and outcomes (including scores, rankings, and rationale) are confidential to D2L and will not be disclosed.

9.5 No Collusion

Vendors represent that their proposal is submitted independently and without collusion or agreements with other vendors to restrict competition. Evidence of collusion may result in disqualification.

9.6 Ethical Conduct

Vendors must comply with applicable laws and act ethically. Any attempt to improperly influence D2L (including gifts, inducements, or other inappropriate conduct) may result in disqualification.

9.7 Governing Law & Disputes

- **Governing Law:** Ontario law and applicable Canadian federal law apply.
- **Jurisdiction:** The courts of Ontario have exclusive jurisdiction.
- **No Challenge to Process:** Vendors acknowledge D2L's evaluation and selection decisions are discretionary and agree not to challenge the process or decision. If selected, the vendor's remedy is to decline to enter into a final agreement.

9.8 Intellectual Property

- **Vendor IP:** Vendors keep ownership of their proposal content and solution IP. Vendors grant D2L a non-exclusive, royalty-free licence to copy and use the proposal solely to evaluate it under this RFP.
- **D2L IP:** D2L keeps ownership of the RFP and any D2L materials. Vendors may not use D2L trademarks, logos, or branding without written consent.
- **Joint IP:** Any jointly developed IP, if any, will be addressed in the final written agreement.

9.9 No Partnership or Agency

Submitting a proposal does not create a partnership, joint venture, or agency relationship. Any relationship will only be created by a final written agreement.

9.10 General

If any part of this RFP is found unenforceable, the rest remains in effect. This RFP (including all appendices) is the entire agreement for this RFP process and replaces any prior communications about it.

9.11 Non-Binding Nature of RFP

This document is a request for proposals and is not a tender call. Neither this RFP nor the submission of proposals in response to this RFP shall, in any way, create a binding agreement between D2L and any vendor. For clarity, this RFP is not intended to be an offer to enter into a bidding contract with vendors and no agreement exists between any vendor and D2L unless and until an agreement has been formally executed by the successful vendor and D2L.

10. Conflict of Interest

10.1 Disclosure Requirement

Vendors must disclose in their proposal any actual, perceived, or potential conflicts of interest between the vendor (including its employees, directors, and officers) and D2L or the scope of work described in this RFP. A conflict of interest exists where a vendor's interests, or those of its personnel, could improperly influence, or could reasonably be seen to improperly influence, the outcome of this procurement or the performance of any resulting contract.

10.2 Consequences

Failure to disclose a conflict of interest may result in disqualification of the vendor from further consideration. D2L reserves the right to determine whether a disclosed conflict of interest disqualifies a vendor or whether it can be appropriately mitigated, and to request additional information from any vendor regarding a disclosed or suspected conflict of interest.

10.3 Evaluator Independence

D2L will ensure that individuals with an actual or perceived conflict of interest with respect to any vendor are excluded from the evaluation and decision-making process for this RFP. All D2L evaluators will be required to complete a conflict of interest declaration prior to participating in the evaluation process.

11. Vendor Certifications

By submitting a proposal in response to this RFP, the vendor certifies that:

- **Sanctions Compliance:** The vendor's proposal does not include any goods, services, or activities that are subject to economic sanctions imposed by Canada, the United States, the European Union, or any other applicable jurisdiction, and the vendor is not a sanctioned party under any applicable sanctions regime.
- **Ineligibility and Suspension Policy:** The vendor is in compliance with the Government of Canada's Ineligibility and Suspension Policy and is not currently ineligible or suspended from contracting with the Government of Canada.
- **Government Conflict of Interest:** No individual who is subject to the Government of Canada's conflict of interest regime (including the Conflict of Interest Act or applicable post-employment restrictions) will derive any direct benefit from a contract between the vendor and D2L arising from this RFP.