



## Request for Proposals

### *Governance and Business Model for an Innovation Centre in Newfoundland and Labrador*

Date of Issue: January 14, 2021  
Submission Deadline: February 4, 2021



## Background

techNL is an industry association governed by a Board of Directors, which on behalf of a group of partner organizations that include NEIA, the Ocean Supercluster, PRNL, Noia, NAIA, and others, is exploring options for an Innovation Centre building/space within the greater metro St. John's area.

This Request for Proposals (RFP) is being undertaken to help the partner organizations define the innovation centre's governance structure, business model, final needs, and budget.

## Project Scope

The hired consultant(s) will perform the following functions on behalf of the partnership:

### 1. **Stakeholder Interviews**

The consultant will interview key innovation ecosystem stakeholders (~30) on topics including: activity, program, and/or service offerings to take place in the innovation centre; its physical design, layout, and location; its governance/management; and its overarching objectives (e.g. thematic focus). The consultant will provide a written summary of interview results, including recommendations related to each topic. In making its recommendations, the consultant may investigate specific examples found in other jurisdictions mentioned through the interview process.

### 2. **Governance Structure and Business Modelling**

Based on the results stemming from the stakeholder interviews, and details stemming from cost estimates provided by buildings/locations being considered for the Centre, the consultant will propose and define a permanent governance structure for the long-term operation of an innovation centre – including an overview of the necessary steps required for its implementation. Based on best practices established in other jurisdictions and the unique opportunities within Newfoundland and Labrador, the consultant will also outline pathways the partners could pursue to achieve the financial self-sustainability of the innovation centre.

## Schedule

- RFP Issue Date: January 14, 2021
- Vendor questions accepted until: January 22, 2021 at 4:00pm NST
- RFP Closing Date: February 4, 2021 at 4:00pm NST
- Stakeholder Engagement Interviews (Pre-Arranged): February 10 – February 17, 2021
- Deliverable – Stakeholder Engagement Summary: February 26, 2021
- Governance Structure and Business Modelling (Project Completion) – March 31, 2021

## Evaluation Criteria

Submissions will be evaluated according to the following criteria:

- Knowledge and experience in relation to the work: demonstrated ability to meet expectations based on completion of similar projects and/or quality of previous works



- Understanding of the scope and objectives of the project: demonstrated comprehension of/adherence to the RFP
- Proposed approach/workplan and schedule
- Local Content - consideration given to degree of local activity (e.g. owned and operated in Newfoundland and Labrador; in-province proponent presence, project team members identified, and/or partners identified)
- Price - value of work proposed versus identified costs (relative to other submissions)

## Budgetary Guidelines and Payment Schedule

Payment will be made upon the proponent submitting invoices with supporting documentation in a form satisfactory to techNL. The payment schedule is as follows:

- 25% upon signing of contract
- 50% upon submission of draft study
- 25% holdback paid upon satisfactory completion of the project

## Proposal Submissions

The contracting organization for this RFP is techNL. A single electronic document is sufficient. The proposal should be no longer than three (3) pages, and be concisely worded with clearly described objectives, methods, timelines, and outcomes. The proposal must acknowledge and fully accept the terms and conditions as laid out in this RFP.

The proposal should feature appendices, including (1) a brief description of the respondent's company and its relevant experience with similar projects, and (2) a description of the relevant work experience of the staff assigned to this project.

The electronic copy of submissions should be in DOC and/or PDF format, and sent to the attention of Marlayne Hardy, Director of Programs, techNL, via email at [info@technl.ca](mailto:info@technl.ca) no later than Thursday, February 4, 2021, at 4:00 p.m. NST. Questions from interested applicants can be directed to the same address.

## Terms and Conditions

- Standard contract terms of techNL are provided in Appendix A;
- All proposals received will be considered strictly confidential;
- The lowest cost proposal, or any proposal provided, will not necessarily be accepted;
- Proposed costs must be represented in Canadian dollars;
- No payment will be made for the preparation and submission of proposals for this project;
- No fee will be made on the cost of work incurred to remedy errors or omissions for which the consultant is responsible; and
- techNL reserves the right to meet with all, or any, of the applicants during the proposal evaluation stage to clarify information in the submissions and seek additional detail which may be used in the evaluation.



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** (the “**Agreement**”) is made as of {**Contract Start Date**}.

### **BETWEEN:**

{**CORPORATION NAME**}, a body corporate, incorporated and operating under the laws of the Province of Newfoundland and Labrador, Canada (the “**Corporation**”)

- and -

{**CONTRACTOR NAME**} (the “**Contractor**”)

(each, a “**Party**” and, together, the “**Parties**”)

### **RECITALS:**

- A. The Corporation wishes to engage the Contractor for the purpose of providing the services described in the attached Schedule “A” and such other services that may be reasonably incidental to them or to which the Parties may agree from time to time (collectively, the “**Services**”).
- B. The Contractor has agreed to provide the Services to the Corporation in accordance with, and subject to, the terms of this Agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **ARTICLE 1 ENGAGEMENT**

**1.1 Engagement.** The Corporation engages the Contractor to provide the Services and the Contractor agrees to provide the Services on the terms and conditions of this Agreement. The Contractor agrees to complete the Services within the Term.

**1.2 Performance of Duties.** The Contractor agrees to provide the Services for and on behalf of the Corporation. The Contractor represents and warrants to the Corporation that the Contractor has the required skills, abilities, qualifications and experience to perform the Services. In performing the Services, the Contractor will:

- (a) act honestly, diligently, in good faith and in the Corporation’s best interests;
- (b) exercise the care, diligence and skill of a reasonably prudent person performing similar services in comparable circumstances;
- (c) act in accordance with sound industry standards and practices;
- (d) act in accordance with all applicable laws, regulations and standards;
- (e) devote sufficient time and attention to the Corporation’s business and affairs to perform the Services effectively and to the best of his or her ability; and



(f) comply with the Corporation's policies and procedures in effect from time to time.

**1.3 Personal Nature.** The Contractor's obligations and rights are based on the provision of the Services by the Contractor and his or her singular skills and qualifications. The Contractor will not subcontract any portion of the Services without the Corporation's prior written consent.

**1.4 Other Engagements.** The Corporation acknowledges and agrees that the Contractor may undertake work for other businesses provided that such work does not hinder the proper, timely and efficient performance of the Services or otherwise breach the terms and conditions of this Agreement.

**1.5 Reporting.** Upon the Corporation's request, the Contractor will provide reports regarding the Contractor's progress and performance of the Services.

**1.6 Independent Contractor.** In performing the Services under this Agreement, the Contractor will at all times be an independent contractor of the Corporation and not an employee. Nothing in this Agreement will be construed as, or have the effect of constituting, any other relationship between the Parties, including one of agency, partnership or joint venture, or of creating any employer and employee relationship.

**1.7 Risk and Insurance.** The Contractor will provide the Services under his or her own supervision and risk. The Contractor will provide all work space, equipment, and materials to complete the Services. The Contractor will have the sole responsibility to obtain suitable insurance coverage for the Contractor while performing the Services.

## **ARTICLE 2 REMUNERATION**

**2.1 Compensation.** The Corporation will pay the Contractor the gross amounts of compensation set out in the attached Schedule "A", plus applicable taxes (the "**Contractor Fees**"). To the extent that the Corporation is required by any applicable law or order to withhold any sum from a payment, the Corporation will be entitled to do so.

### **2.2 Taxes and Remittances.**

(a) The Corporation shall not, unless duly advised by its legal advisors, withhold any amounts for income taxes or make any deductions in respect of Canada Pension Plan, Employment Insurance, workers' compensation, health care, professional dues or levies, or other expenses whatsoever from the Contractor Fees payable to the Contractor.

(b) The Contractor will be responsible for remitting all applicable taxes, payments, deductions, remittances, and levies to government authorities and/or regulatory bodies for which the Contractor may be liable at law in respect of any payments to it from the Corporation, including income taxation and social welfare deductions.

**2.3 Expenses.** Subject to the pre-approval of the Corporation, the Corporation will reimburse the Contractor for all reasonable expenses the Contractor incurs in the course of performing his or her duties and responsibilities under this Agreement that are consistent with the Corporation's policies in effect from time to time with respect to travel, entertainment and other business expenses. Reimbursement of



expenses are subject to the Corporation's requirements with respect to reporting and documentation of such expenses.

**2.4 Indemnity.** The Contractor agrees to indemnify and hold harmless the Corporation and its directors, officers, and employees, from and against any liabilities, damages, fines, interest, penalties, claims, surcharges, or other costs on account of the Contractor's failure to make any payments, withholdings, deductions or remittances as may be required by law to be made by Contractor, including in respect of any amounts paid to the Contractor under this Agreement.

### **ARTICLE 3 TERM & TERMINATION**

**3.1 Term.** This Agreement will be in effect for a fixed term of **X months** commencing on **DATE** and terminating on **DATE** (the "Term") unless otherwise terminated in accordance with the terms of this Agreement.

**3.2 Early Termination.** Either Party may terminate this Agreement at any time by giving at least **XX days** advance notice to the non-terminating Party. In the event the Corporation terminates this Agreement pursuant to this section, the Corporation shall only be responsible to pay the Contractor for Services rendered up to the date of termination. The Corporation shall not be responsible for any additional payments contemplated for the remainder of the Term.

**3.3 Breach of Terms by the Contractor.** The Corporation may immediately terminate this Agreement upon giving written notice to the Contractor if the Contractor is in breach of any of the terms or conditions of this Contract without the express written consent of the Corporation or if the Contractor has failed to meet the Contractor's professional obligations.

**3.4 Breach of Terms by the Corporation.** The Contractor may immediately terminate this Agreement upon giving written notice to the Company if the Company is in breach of any of the terms or conditions of this Contract without the express consent of the Contractor.

**3.5 Winding-up, Bankruptcy, or Insolvency of a Party.** This Agreement may be immediately terminated by either Party upon written notice in the event of the winding-up, bankruptcy, or insolvency of a Party.

**3.6 Effect of Termination.** In the event that this Agreement is terminated for any reason, the Contractor shall be entitled to any portion of the Contractor Fees earned but not paid and, subject to Section 2.3, any expenses incurred by the Contractor but not reimbursed, in each case up to and including the date of termination.

### **ARTICLE 4 NOTICES**

**4.1 Delivery of Notice.** Any notice relating to, or required or permitted to be given in accordance with, this Agreement will be in writing and will be personally delivered, couriered, emailed or mailed as follows: (a) if to the Corporation, at its head office addressed to the President's attention; and (b) if to the Contractor, at the address set out on the signature page of this Agreement.



**4.2 Time of Delivery.** Any notice will be deemed to have been received: (a) if delivered, couriered, or emailed, on the next business day following when it is delivered; and (b) if mailed, on the fifth (5<sup>th</sup>) day (excluding Saturdays, Sundays and holidays) after it is mailed.

**4.3 Change of Address.** Each Party may change its address for the purpose of this Article 4 by delivering written notice of such change as set out in Section 4.1.

## **ARTICLE 5 GENERAL**

**5.1 Representation.** The Contractor represents and warrants to the Corporation that the Contractor's execution and delivery of, and performance of the obligations under, this Agreement does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Contractor is a party or by which the Contractor is bound.

**5.2 Equipment.** The Contractor agrees that all items the Corporation furnishes or provides to the Contractor and all of the Corporation's material and equipment used by the Contractor while engaged under this Agreement (collectively, the "**Corporation Property**") belong exclusively to the Corporation. The Contractor agrees to turn over to the Corporation all Corporation Property in his or her possession or under his or her control immediately at the Corporation's request or, in the absence of a request, upon the termination of this Agreement.

**5.3 Use of Equipment.** The Contractor shall not use any Corporation Property to access or store illegal material of any kind, including but not limited to material that might be considered pornographic or offensive to others working for the Corporation. All information stored on the Corporation Property is subject to review by any individual the Board designates and, except where such information is unrelated to the Corporation's business, is the Corporation's property. The Corporation is not responsible for the control of any personal information the Contractor places on the Corporation Property.

**5.4 Email.** If the Corporation provides the Contractor with an internet email address then the Contractor expressly acknowledges that such email address is not a personal or confidential address. None of the Contractor's email is confidential to him or her and the Corporation's management or any person the Board designates may review it at any time.

**5.5 Severability.** Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be void, invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof shall not be affected thereby.

**5.6 Amendments and Waiver.** This Agreement or any provisions may only be amended with both Parties' written consent. Any waiver must be in writing and any waiver of breach is not a waiver of any subsequent breach.

**5.7 Entire Agreement.** This Agreement supersedes all prior agreements, negotiations and discussions, whether oral, written or otherwise, between the Parties with respect to its subject-matter. This Agreement, together with the PIIA, contains the final and entire understanding and agreement between the Parties with respect to its subject-matter. The Parties will not be bound by any terms,



conditions, statements, covenants, representations, or warranties, whether oral, written or otherwise, not contained in this Agreement or the PIIA with respect to its subject-matter.

**5.8 Governing Law.** This Agreement is governed and construed by the laws of the Province of Newfoundland and Labrador and the applicable federal laws of Canada, and the Parties will submit to the jurisdiction of the courts of the Province of Newfoundland and Labrador.

**5.9 Assignment.** The Contractor may only assign this Agreement with the Corporation's express prior written consent. The Corporation may assign to another person or entity any of its rights under this Agreement, including, without limitation, any successor in interest to the Corporation or its business operations.

**5.10 Independent Legal Advice.** The Contractor acknowledges that the Contractor has obtained competent independent legal advice prior to executing this Agreement, or does not wish to seek or obtain such advice. The Contractor further agrees that the terms of this Agreement are reasonable and that the Contractor is signing this Agreement freely, voluntarily and without duress.

**5.11 Counterparts and Electronic Execution.** The Parties may execute this Agreement in counterparts and may execute and deliver this Agreement in electronic form that can create a printed copy. When signed, each counterpart will be deemed an original and together will constitute the same agreement.

***[SIGNING PAGE FOLLOWS]***



**SIGNED** as of the day and year first above written.

**{CORPORATION NAME}**,

Per: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
**{CONTRACTOR NAME}**

**CONTRACTOR ADDRESS FOR NOTICES:**

**{contractor address}**

E-mail: **{contractor email}**



**SCHEDULE "A"**

Description of Services and Compensation

**Description of Services:**

The Services consist of:

{description of services}

**Compensation:**

The Corporation shall pay the Contractor a total gross sum of \$XXXX for the Services. This sum shall be paid in weekly installments of \$XXX per week. The first weekly installment shall be paid on DATE and every [X]day thereafter.