



## **Request for Proposals**

### **2-Year Integrated Awareness and Recruitment Campaign**

#### **Strengthening the NL Workforce: A Technology Training and Upskilling Ecosystem**

Date of Issue: March 15, 2022  
Submission Deadline: Noon NST, April 1, 2022



## IMPORTANT INFORMATION

The awarding of this project is contingent on techNL receiving funding from Employment and Social Development Canada (ESDC) under the Sectoral Workforce Solutions Program (SWSP). ESDC has made clear that if funding is received, work is required to begin immediately (spring 2022) as all program activity must be complete by March 2024. Given this extremely tight delivery window and the scope of the work, techNL is releasing this RFP in advance. This will enable the selected agency to hit the ground running alongside techNL.

If techNL is not awarded funding, this project will not move forward.

### 1.0 Purpose

techNL is looking to partner with a results-driven creative and media agency to help fulfil the objectives set out in *Strengthening the NL Workforce: A Technology Training and Upskilling Ecosystem*. The selected agency will have to collaborate closely with techNL to plan and deliver highly targeted, effective, and integrated advertising campaign in a short time frame. The goal of this Request for Proposal process is to select a unified solution where creative and media services are fully integrated.

Our marketing allocation for this project – encompassing all activities including media buy and agency fees is \$2,000,000 CAD.

Work will begin in spring 2022 and must be completed by March 2024.

### 1.1 Background

techNL is a not-for-profit industry association that works closely with members, industry and government to help shape policy and advocate for those issues that matter most to members. As the voice of the \$1.6 billion technology sector in NL, techNL's mission is to help members grow and scale through our work on talent development, programming, technology advocacy, digital transformation, and strategic partnerships. More information can be found on the website [techNL.ca](http://techNL.ca).

techNL has recently responded to a Competitive Solicited Call from Employment and Social Development Canada (ESDC) under the Sectoral Workforce Solutions Program (SWSP). The project that techNL proposed is called: *Strengthening the NL Workforce: A Technology Training and Upskilling Ecosystem*.

This project targets more than 2000 Newfoundlanders and Labradorians for training, upskilling and supporting over the next two years through a lens of improving diversity and increasing numbers of equity-deserving groups in the sector. We have engaged 13 partner institutions and



organizations to provide a wide range of training and upskilling opportunities. Partners include larger educational institutions running more robust technical programs, smaller organizations providing much-needed learning opportunities such as technical sales training, leadership training, one-on-one coaching, micro-credentials and more, and the private sector is also represented. Additional supports have been included to improve retention as well as recruitment, such as industry sponsorship, career fairs, peer-to-peer connections and other community building activities.

If we are fortunate to receive this funding, the project will have a huge impact on our province by training more people for the tech sector and will support digital transformation in other industries (manufacturing, mining, fishery, tourism, healthcare, education, clean economy, etc.). Ultimately this investment in our people will improve our province's economic diversity through new knowledge-based resources, enabling more growth through global exporting, all while improving diversity and representation of equity-deserving groups.

## 1.2 techNL's Program Objectives

***Strengthening the NL Workforce: A Technology Training and Upskilling Ecosystem*** includes highly specific objectives that will be shared with the agency should the contract be awarded. Below you will find simplified, summarized objectives intended to give you a better understanding of project intent and scope.

Please note agency responsibilities for the below are limited to marketing and communications. All enrollment, training, and support will be conducted by partners or techNL directly.

1. Increase awareness and understanding of the tech industry and tech careers in our province through a large-scale marketing and recruitment campaign.
2. Drive enrollment of individuals in the post-secondary technology education/training offerings included within the program.
3. Drive enrollment of un, under, and employed individuals in the upskilling and coaching offerings included within the program.
4. Increase the participation of equity deserving groups in all program offerings
5. Engage technology employers to endorse and participate in program offerings.
6. Create more inclusive workplaces via employer education and training.
7. Provide work integrated learning to individuals via employer-led initiatives.
8. Provide opportunities for program participants to engage directly with industry for networking and/or hiring purposes.
9. Create a community by providing opportunities for program participants to experience peer-to-peer events and social connections.



## 2.0 Scope of Work

Branding and awareness about NL's thriving technology and innovation economy is essential to attract and retain skilled talent. The successful agency will create, project manage and deliver a high impact, province-wide integrated campaign that first increases awareness and generates excitement, then moves individuals down the choice funnel.

The awareness campaign will set the stage for recruitment and enrollment of the target audiences into the various educational programming offerings. This will include employer engagement. At this stage, project partners will engage in recruiting and admissions activities via co-marketing and their own efforts.

Working with techNL, the selected marketing agency will be responsible for delivery of the following required services. This should not be considered an exhaustive list but an outline of activities that may take place.

- 1) Development of an overall strategy and plan that looks beyond traditional media and digital advertising to identify ways of engaging our various audiences. The strategy will need to take into account the program partners and their co-marketing efforts. techNL encourages new and breakthrough approaches to reaching our targets.
- 2) Work to identify and develop any strategic and innovative partnerships that could benefit the program.
- 3) Develop impactful creative and content for multiple platforms that delivers on the overall strategy and achieves our objectives. Television will be considered.
- 4) Development of a media plan, media buying, and media management that maximizes the dollars available, includes added values, earned media and partnerships whenever possible.
- 5) Regular reporting, optimizing and analytics are expected. Specific reporting may be required for funding purposes.
- 6) Manage the program's digital footprint including content for website, newsletters, outbound campaigns and remarketing, and social channels. Bring forward recommendations, best practices, and leading industry trends and consider influencers, blogs, and amplification of content.
- 7) Full-scope and responsive account management. techNL expect the agency partner to control and manage timelines, provide detailed budget control reports and campaign reporting, and manage co-op advertising with program partners.
- 8) The agency is responsible for production, booking, delivery and management of all aspects of the campaign.



### 3.0 Agency Information

The proponent must:

- 1) Provide relevant information pertaining to its history and agency philosophy
- 2) Describe agency capabilities
- 3) Demonstrate your understanding of the challenge this program presents
- 4) Describe your familiarity with the technology industry and techNL
- 5) Describe previous experience in awareness marketing
- 6) Describe previous experience in recruitment marketing
- 7) Describe, if any, experience in recruitment for training and/or post-secondary education
- 8) Due to the timelines of this this project, bench strength is important. Describe how your organization has the resources and expertise to begin executing this work immediately should you be awarded it
- 9) Proposals must specify the names and qualifications of the personnel who will be assigned to the account. Include employment terms (contractual, partnership or other) which identifies the relationship with the agency

### Schedule

RFP issue date	March 15 2022
Vendor questions accepted until	March 25, 2022 at 12:00pm NST
RFP closing date	April 1 2022 at 12:00pm NST
Project kickoff	TBD – likely Spring 2022

### Evaluation Criteria

Submissions will be evaluated according to the following criteria:

- Demonstrated expertise in creating and running a large-scale, province-wide, comprehensive marketing and awareness campaign
- 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
- Inspiring vision and appeal of proposal
- Price - value of work proposed versus identified costs (relative to other submissions)

### Proposal Submissions

The contracting organization for this RFP is techNL. A single electronic document is sufficient for submission. Responses should be no more than 20 pages concisely worded. The proposal must acknowledge and fully accept the terms and conditions as laid out in this RFP.

The proposal may feature appendices, including (1) a brief description of the respondent's company and its relevant experience with similar projects (include links to the websites), 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 via email at [info@technl.ca](mailto:info@technl.ca) no later than April 1, 2022 at 12:00 p.m. NST.

Questions from interested applicants can be directed to the same address.

## Terms and Conditions

- All proposals received will be considered strictly confidential;
- The lowest cost, or any proposal, 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;
- Standard contract terms of techNL will be made available to shortlisted or the winning proposal;
- 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.
- See independent contract agreement terms in Appendix A.



## Appendix A

### 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:

### 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.

## REMUNERATION

**1.8 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.

### **1.9 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.

**1.10 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.

**1.11 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.

## TERM & TERMINATION

**1.12 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.

**1.13 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.

**1.14 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.

**1.15 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.

**1.16 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.

**1.17 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 1.10, any expenses incurred by the Contractor but not reimbursed, in each case up to and including the date of termination.

## NOTICES

**1.18 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.



**1.19 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.

**1.20 Change of Address.** Each Party may change its address for the purpose of this 0 by delivering written notice of such change as set out in Section 1.18.

## GENERAL

**1.21 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.

**1.22 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.

**1.23 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.

**1.24 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.

**1.25 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.

**1.26 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.

**1.27 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.

**1.28 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.

**1.29 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.

**1.30 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.

**1.31 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.