



Request for Proposals

Program Evaluation
Find Your Future in Tech
Newfoundland & Labrador

Date of Issue: March 17, 2023
Submission Deadline: March 31, 2023



1.0 Introduction & Purpose

techNL recently launched ***Find Your Future in Tech***, a \$27M training and upskilling program with 11 training partners in Newfoundland & Labrador. Funded in part by Employment & Social Development Canada, the program is primarily intended to train and upskill people for high-demand technology jobs, with a focus on equity deserving groups. This program is critical to the future of the technology industry in Newfoundland & Labrador and is the largest program of its kind administered in the province.

techNL is looking to partner with an experienced evaluation company to evaluate the effectiveness of the program as a whole, and the readiness of learners for the tech industry. This RFP process will result in the selection of a proponent that can work with techNL and its partners to conduct a thorough program evaluation. Work will begin upon contract award and must be completed by March 2024.

1.1 Background

techNL is a not-for-profit membership association that enables a thriving innovation-driven economy in Newfoundland and Labrador. techNL provides visibility, business growth services and a collective influential voice to the tech sector in Newfoundland and Labrador with a vision to make Newfoundland and Labrador the most sought-after Canadian tech ecosystem, globally recognized for its collaborative community, diversity and quality of life. A key focus on business growth includes programs and services to support talent pipeline expansion, member connections, digital transformation and ecosystem development in Newfoundland and Labrador. More information can be found on the website technl.ca.

techNL recently launched its ***Find Your Future in Tech*** program, funded in part by Employment and Social Development Canada (ESDC) under the Sectoral Workforce Solutions Program (SWSP). The project targets people and companies in Newfoundland & Labrador for training and upskilling with a lens of improving diversity and increasing numbers of equity-deserving groups in the sector.

There are 11 partner organizations joining techNL to deliver the program, providing a range of training and upskilling in a number of areas, including technical and non-technical opportunities to residents of Newfoundland & Labrador. Partner programs are scheduled to take place throughout 2023 into 2024, with intakes taking place at staggered times from the beginning of the program. Full information about partners, outputs, activities and desired outcomes will be provided upon contract award. More information about partners and programs can be found at www.findyourfuturenl.ca.

The Find Your Future in Tech program will have a large impact on the province of Newfoundland & Labrador by training and upskilling people and creating a diverse pipeline of talent for the tech sector, helping to meet the demands of future jobs and the need for skilled tech-specific workers in the province. The program also supports other industries that are embracing digital transformation, including the energy sector, mining, healthcare, offshore industries, tourism, education and more. Ultimately, this investment will improve Newfoundland & Labrador's economic diversity through new knowledge-based resources, enabling more growth through global exporting, all while improving diversity and representation of equity-deserving groups.

The program also has educational opportunities for companies to learn about Diversity, Equity and Inclusion (DEI) training. Each partner will undergo some DEI training, as well as other companies that are looking for readiness and knowledge in this area.



1.2 Program Objectives

The Find Your Future in Tech program includes specific objectives that will be shared with the proponent upon contract award. The objectives outlined below are simplified and summarized to give a better understanding of the overall project intent and scope.

The proponent of this RFP will be responsible for evaluating the effectiveness of the Find Your Future in Tech program as a whole. All enrollment, training, and support will be conducted by techNL and its partners. Project objectives include the following:

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 into the training and awareness activities included within the program.
3. Increase the participation of equity deserving groups throughout all program offerings.
4. Engage technology employers to endorse and participate in program offerings.
5. Engage with organizations representing equity deserving groups to positively affect enrolment
6. Create more inclusive workplaces via employer education and training.
7. Provide opportunities for program participants to engage directly with industry for networking and/or hiring purposes.
8. Create a community by providing opportunities for program participants to experience peer-to-peer events and social connections.

2.0 Scope of Work

A thorough evaluation of the **Find Your Future in Tech** program is essential to understanding the effectiveness of training and upskilling opportunities provided by partners, and the program as a whole. The successful company will formulate the methodology and conduct a comprehensive evaluation that will help techNL understand program effectiveness at an individual level, impacts surrounding DEI for the growth of the technology sector and the potential for future programs that could help the sector continue to grow in a positive, sustainable manner.

Working with techNL, the proponent will be responsible for delivery of the following required services. This is not an exhaustive list but an outline of activities that may take place.

- 1) Development of an overall strategy and approach to evaluation of all programs conducted under **Find Your Future in Tech**. This will include each program provided by education partners, along with other programs conducted for employer education for employees surrounding DEI readiness.
- 2) Conduct ongoing evaluations for programs in 2023 for the Find Your Future in Tech program.
- 3) Work closely with techNL on evaluation criteria and provide ongoing results from evaluations.
- 4) Regular reporting will be required to meet ESDC requirements.
- 5) Delivery of a final report in March of 2024 in line with ESDC requirements. PLEASE NOTE: there is a possibility of a project extension, and that work could extend beyond March 2024.

3.0 Organization Information

The proponent must:

- 1) Provide relevant information pertaining to company history and philosophy.
- 2) Describe organizational capabilities.
- 3) Describe the proposed methodology and approach for evaluation.
- 4) Describe experience evaluating large training and upskilling programs.
- 5) Describe experience working with equity deserving groups.
- 6) Describe your understanding of the project and its deliverables.
- 7) Due to the nature and ongoing evaluation required for 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.
- 8) 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 company. These can be included as an appendix.

4.0 Budget & Schedule

Budget range	Approximately \$100,000
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Schedule

RFP issue date	March 17 th , 2023
Vendor questions accepted until	March 27 th , 2023 (4 PM NDT)
RFP closing date	March 31 st , 2023 (4 PM NDT)
Final vendor selection	April 14 th , 2023
Project kickoff	April 17 th , 2023

5.0 Evaluation Criteria

Submissions will be evaluated according to the following criteria:

- Demonstrated expertise in evaluating large-scale training programs.
- 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 methodology and approach to evaluation.
- Cost - value of work proposed versus identified costs (relative to other submissions).

6.0 Proposal Submissions

The contracting organization for this RFP is techNL. A single electronic document is sufficient for submission. Responses should be no more than 3 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 (including 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 no later than March 31, 2023 at 4:00 p.m. NDT.

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

7.0 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 are included with this RFP (See independent contract agreement terms in Appendix A.)
- 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.



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 (5th) 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.