



Request for Proposals

***Consulting Services:***  
**Development of a Newfoundland and Labrador  
HealthTech / BioTech Strategy**

Date of Issue: Feb. 5, 2024  
Submission Deadline: Feb. 16, 2024 at 5:00 pm NST



## Introduction & Purpose

techNL (through Bounce Health Innovation), in collaboration with the NL Department of Industry, Energy and Technology, is undertaking the development of a HealthTech and BioTech Sector strategy for the province. The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified consulting firm/agency to develop a sector strategy that can clearly and accurately describe the current state of Newfoundland and Labrador's Healthtech and Biotech subsectors as well identify recommendations to accelerate the growth of the sector.

Working with key stakeholders, the successful applicant will undertake a comprehensive assessment of Newfoundland and Labrador's HealthTech and BioTech (HT/BT) sector, including: economic impact analysis; entrepreneurial ecosystem; SWOC analysis; asset mapping; identification of key gaps and opportunities; investment objectives; and investment attraction opportunities.

The final Sector Strategy report will outline strategic objectives, actions and recommendations that will assist the Department of Industry, Energy and Technology, Bounce Health Innovations, Newfoundland and Labrador Health Services and other key ecosystem private and public sector partners to grow and develop this sector of the provincial economy.

## About techNL

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 programming and services to support talent pipeline expansion, member connections, digital transformation and ecosystem development in Newfoundland and Labrador. More information can be found at [www.technl.ca](http://www.technl.ca).

## About Bounce Health Innovation

Bounce Health's mission is to accelerate the growth of the HealthTech/BioTech sector in NL. To fulfill this mission, Bounce Health nurtures health innovators with inspiration, navigation services, expertise, funding, and a supportive community to catalyse the formation and growth of HealthTech start-ups. Bounce leverages the strengths of the regional entrepreneurial ecosystem partners to collaboratively achieve this goal.

[www.bounceinnovation.ca](http://www.bounceinnovation.ca)



## Background

This strategy will be pivotal in shaping the future of the province's HT/BT ecosystem and leveraging its unique advantages to foster innovation, economic development, and foreign direct investment. The consulting firm will conduct a thorough analysis of the current landscape, including economic impact, SWOC (Strengths, Weaknesses, Opportunities, Challenges) analysis, and asset mapping. The goal is to identify and capitalize on Newfoundland and Labrador's competitive advantages and to articulate a clear value proposition for the HT/BT sector on a global stage.

The successful proponent must be familiar with all aspects of economic development, FDI attraction and the HealthTech/BioTech (HT/BT) industries in Newfoundland and Labrador and beyond. This study will provide an understanding of the gaps in NL's HT/BT sector and the opportunities to support local business to grow and attract investment. The consultant will craft a sector strategy that encompasses recommendations for sustainable growth, investment attraction, and stakeholder engagement. The sector strategy report and accompanying presentation will outline strategic objectives, metrics for success, and a narrative that captures the sector's economic contribution and growth trajectory.

Through this RFP, we aim to attract proposals that reflect innovative thinking, are informed by best practices from other jurisdictions, and are tailored to the unique context of Newfoundland and Labrador's HT/BT sector. The selected consulting firm will play a crucial role in driving forward a sector that stands at the intersection of technology, health, and economic prosperity for the region.

## Rationale

Newfoundland and Labrador's HT/BT sector is a robust and growing ecosystem with strong supports for research, innovation, and company development focusing on the intersection of technology and health. Much of the success that is occurring involves a significant number of small start-ups identifying and providing unique solutions to a variety of healthcare challenges. These start-ups and young businesses are finding success through having access to key resources and supports including advice, funding, computing infrastructure and research.

Identifying and validating NL's comparative advantage with respect to the HT/BT sector is a necessary step in growing the sector. Anecdotally, the following has been identified NL sector advantages:

- Access to a comprehensive health environment to tap into research, clinical trials, regulatory requirements.
- Obtaining Regulatory Compliance for research is a unique one stop process in NL as per the Ethics Review Act.
- The eco-system offers high-performance computing environment (HPC) with access to next-generation hardware and computational software and Highly Qualified Professionals (HQP).
- Access to Data to support research.
- A unique "founder" population.
- A small close-knit collection of health innovation stakeholders that provides quick access to talent and expertise.



- Access to funding and support for pre-commercial, and commercialization activities.
- An active and supportive Start-Up Ecosystem includes Incubators, Accelerators, & Entrepreneurial Support.

The NL HT/BT sector strategy development is meant to engage the sector in a collaborative discussion to ensure that key stakeholders share a vision for collective action to grow and strengthen the sector.

## Scope of Work

The Successful Proponent shall conduct a sector strategy to clearly describe the current state of NL's HT/BT sector, its place on the global stage, and provide strategic recommendations on how to best grow and develop the sector.

The Successful Proponent shall work closely with the steering committee (SC) and solicit input from key community stakeholders and representatives as identified by the SC and any others deemed appropriate.

For the purpose of this RFP, the HT/BT sector includes those activities typically referred to as MedTech, Digital Health, BioTech, PharmaTech, Applied Genetics, HealthTech and their directly supportive activities (e.g. clinical trials, etc). It is limited to applications that benefit human health and does not include agriculture, aquaculture or animal health.

## Deliverables

The Successful Proponent shall be required to demonstrate their understanding of economic development, strategic planning, sector knowledge, the goals of the project, the constraints, and the issues that impact NL's HT/BT sector, as well as key attributes that will highlight the sector's strengths and opportunities.

The Successful Proponent shall have: a significant depth of experience on similar project types developing sector strategies with preference to specific experience in the HT/BT sector; proven knowledge of provincial sector strategy development. They will also have recognized knowledge of NL, as well as a significant understanding of the use of quantitative and qualitative analysis.

The Successful Proponent will be required to develop a written report and summary presentation that covers the following topic areas and work outlined below:

- Identification and description of NL's HT/BT sector, as well as the key indicators that would allow us to track the scale and strength of the sector, demonstrating the size, capacity and economic impact on the region over time.
- Establish metrics and narrative analysis to serve as a model for an annual report on the sector, including creation of a narrative about the impact and growth of the sector in NL. The focus shall be on positioning NL to showcase its strengths, based on the available information.
- Any data provided is to be referenced and accessible to confirm and update as needed.



- Data collection should include all entities and organizations currently involved in NL, as well as any regional entities with direct impact.
- Some key indicators to consider: annual expenditures, total employment, number of companies, IP created, median employment income, new business formation, total money raised, contribution to GDP, description of products and services, footprint (facilities / square footage), and other metrics that can be tracked on an annual or more frequent basis to allow for evaluation of growth.
- Identify companies (internal and external to the province) interested developing partnerships to undertake applied research with our academic and/or clinical capabilities.
- Determine opportunities to attract new companies to complement the existing ecosystem (types of companies to target).
- Articulate perceived advantages and disadvantages of NL for HT/BT companies looking to establish a physical footprint in the province.
- Research the future of the HT/BT sector and discuss how the market is evolving, with consideration of current technological, social, and economic trends and behaviours.
- Research and analyze the global marketplace to identify strategies that have worked in other jurisdictions to develop this sector.
- Determine NL's value-added proposition relative to sector activity globally, in North America, and Atlantic Canada.
- Establish a Vision and develop a strategy that leverages NL's strengths and assets to achieve that vision.
- Undertake a SWOC assessment for overall sector and each of the key subsectors, including:
  - Innovation and R&D taking place in NL within the HT/BT and level of funding for these activities.
  - Assessment of existing and planned infrastructure, and its impact on supporting sector growth.
  - Existing labour force skill sets in NL (including from industries which may have transferable skills) and inventory of training and education programs.
  - Developing a broader network map showing the linkages, and the strength of the NL ecosystem.
  - Summary of programs, stakeholders (public, private and non-profit) at a provincial, regional and federal level which support the growth of this sector.
  - Summary of policies and programs that have led to the current environment.
  - Assessment of current provincial policies and regulations which may encourage and/or discourage growth and investment.
- Engage with key regional organizations and other stakeholder groups to help strengthen analysis (e.g., sector attributes, gaps, needs, opportunities, and recommendations).
- Identify new and/or enhanced investments that could attract new companies to NL or support established firms, including critical infrastructure, assets, talent, capabilities and facilities required to enable companies to scale and thrive in the region.
- Conduct visioning session(s) for key stakeholders to discuss strategic goals and objectives, and explore the investments and infrastructure required to enable transformational change.
- Other suggested activities and deliverables as recommended by selected vendor.



## Schedule

RFP issue date:	February 5, 2024
Vendor questions accepted until:	February 12, 2024, at 5pm NST
RFP closing date:	February 16, 2024, at 5pm NST
Project kickoff:	February 21, 2024
Project completion:	March 31, 2024

## 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.
- Demonstrated expertise in both quantitative and qualitative analysis.
- Experience related to the HealthTech and BioTech sectors.
- Demonstrated knowledge of sector development strategy.
- The strength of the team committed to the project.
- The firm's demonstrated commitment to diversity supportive practices.
- Price

## Budget Constraints

techNL/Bounce Health Innovation has allocated a total maximum budget of \$50,000 CAD for the development of the HealthTech and BioTech sector strategy. This budget is inclusive of all expenses associated with this project, including but not limited to, consultancy fees, data collection and analysis, stakeholder engagement activities, report writing, and presentation of findings.

## Proposal Pricing Structure

We invite prospective consultants to submit a detailed pricing proposal that aligns with the scope of work outlined in this RFP. The pricing proposal should be broken down into clearly defined categories such as:

- Project Management and Coordination
- Research and Data Analysis
- Stakeholder Engagement and Workshops
- Report Development and Delivery
- Any other relevant expenses



Each category should include a comprehensive breakdown of the costs involved, including any assumptions made in the cost estimation process. The proposal should also identify any potential variables that could affect the overall cost and suggest how these could be managed within the allocated budget.

## Fixed-Price Contract

We are seeking proposals based on a fixed-price contract. The selected consulting firm will be required to deliver the complete scope of work within the agreed budget. It is essential that proposals provide a clear and realistic budget that reflects the full cost of project delivery.

## Value for Money

While staying within budget constraints, techNL/Bounce Health Innovation seeks to achieve the best value for money. Proposals will be evaluated not only on their cost-effectiveness but also on their potential to deliver a well-supported and fully developed strategy for the development of the HealthTech and BioTech sector.

## Payment Schedule

The payment schedule will be negotiated with the selected consulting firm. However, proposers should suggest a payment schedule based on project milestones or deliverables. The final payment schedule will be subject to agreement by both parties and included in the contract.

## Proposal Submissions

The contracting organization for this RFP is techNL. A single electronic document is sufficient. The proposal should be no longer than five pages and be concisely worded with a clear rationale explaining why the consultant's experience makes them a good fit. The proposal must acknowledge and fully accept the terms and conditions as laid out in this RFP.

The proposal should feature appendices, including a brief description of the respondent's relevant experience with similar projects and their Equity, Diversity, Inclusion and Accessibility profile. Please include references.

The electronic copy of submissions should be in PDF format, and sent to Andy Fisher, Interim Director, Bounce Health Innovation, techNL, via email at [director@bounceinnovation.ca](mailto:director@bounceinnovation.ca) **no later than Friday, February 16, 2024 at 5pm 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.
- All intellectual property created through this project will be owned by techNL.
- No fee will be made on the cost of work incurred to remedy errors or omissions for which the consultant is responsible.
- 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 details that may be used in the evaluation.
- Standard techNL contract terms are provided 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.

**1.32 Protection of Intellectual Property.** The Corporation shall be the sole owner of all documents, reports, materials and other products and proceeds of the Services, in any material form or support whatsoever, including, but not limited to, all materials, ideas, concepts, formats, suggestions, developments, software, computer programs and other computer software (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, lay-out and development tools), database, design, plans, drawings, writings, brochures, website content, sales and advertising literature and other marketing materials, copyrightable material and other intellectual property and any improvements thereon or derivative works or applications thereof and know-how related thereto (collectively, the "Intellectual Property") that the Contractor may acquire, obtain, develop or create in connection with the services rendered in the performance of the Services, free and clear of any claims by the Contractor (or anyone claiming under or on his behalf) of any kind or character whatsoever. The Contractor agrees to disclose immediately to the Corporation or any person designated for such purpose the acquisition, development or creation of any Intellectual Property. The Contractor hereby assigns and agrees to assign in the future to the Corporation any and all rights, titles and interests in and to any Intellectual Property and all intellectual and industrial rights related thereto. The Contractor hereby irrevocably waives any and all moral rights in and to the Intellectual Property that he may have in each jurisdiction throughout the world.

The Contractor shall, at the request of the Corporation, execute such applications, assignments, certificates or other instruments as the Corporation may, from time to time, deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right or title and interest in or to any Intellectual Property including, without limitation, as may be deemed necessary by the Corporation to apply for and obtain copyrights patents and/or other intellectual property rights in the name of the Corporation. The Contractor agrees to disclose immediately to the Corporation or any person designated for such purpose the acquisition, development or creation of any Intellectual Property.

***[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 as follows:

(description of payment process)