



Request for Proposals

*Provision of Legal Services for techNL*

Date of Issue: January 10, 2024

Submissions Deadline: January 24, 2024



## 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 [technl.ca](https://technl.ca).

## Scope of Work

techNL is inviting proposals for legal services to support the organization's wide range of legal needs. The chosen legal firm will be responsible for providing comprehensive legal support to the organization, including but not limited to immigration, real estate, contracting, and other legal matters related to techNL projects. This RFP seeks to establish a two-year agreement with the selected legal firm.

### Submission Requirements

Responding firms should submit a proposal, not exceeding three pages, containing the following information:

- **Organization and Experience:** A brief overview of your firm, highlighting experience providing legal services, especially in areas pertinent to techNL's needs (e.g., immigration, real estate, contracting).
- **Key Personnel:** Information about the legal professionals who will be primarily responsible for techNL's account, including expertise and experience in the relevant legal fields.
- **Diversity in Legal Skills:** An explanation of how your firm can address the diverse legal needs of techNL, including expertise in technology innovation, immigration, real estate, contracting, employment and other relevant areas.
- **Commitment to Diversity:** A description of your firm's commitment to diversity within your team and in your legal practices (gender, Indigenous, LGBTQ2S+, visual minorities, etc.).
- **Service Options and Pricing:**
  - **Full-Service Offering:** Describe the comprehensive range of legal services offered, including any value-added services, additional fees, etc. Include pricing strategies that reflect the non-profit nature of techNL.
  - **Tailored Offering:** A more focused service option that offers essential legal services at a lower price point. Describe what is included and any additional fees.
  - **Guaranteed Responsive Times:** how long will it take for a lawyer to return our emails and phone calls.
  - **Value-Added Services:** Any additional services or innovative approaches your firm can provide to support the mission of techNL.



## Evaluation Criteria

Proposals will be assessed based on the following criteria:

- Diverse Legal Expertise: Demonstrated ability to provide a wide range of legal services.
- Cost-Effectiveness: Competitive pricing and flexibility in pricing strategies, considering techNL's non-profit status.
- Flexibility in Service Provision: Ability to adapt legal services to the specific needs and challenges of techNL and to quickly answer our needs (availability and reactivity).
- Commitment to Diversity: Evidence of promoting diversity within your firm and in your practice.
- Local Content: Preference for firms with a significant local presence in Newfoundland and Labrador.

## Schedule

- RFP Issue Date: January 10, 2024
- RFP Closing Date: January 24, 2024 at 4:00pm NST

## Proposal Submission

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

The proposal can 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 Joseph Tam, Contracts Success Manager, techNL, via email at [joe@technl.ca](mailto:joe@technl.ca) no later than January 24, 2024 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;
- techNL reserves the right to use alternate service providers;
- 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.



## 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 O 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 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 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 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.