

Scale-up Hub Houston

Request for Proposals

Business Development Consultant



Date of Issue:

April 5, 2024

Submission Deadline:

April 26, 2024 at 3:00 p.m. NST

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1. Background and Objectives

techNL and its Partners are undertaking a program called Scale-up Hub: Houston (the “Program”). The Program is designed to provide business development support to achieve accelerated sales growth in a target market for a maximum of ten (10) Atlantic Canadian companies (the “Cohort”), that are technology-enabled, high growth, and possess distinct innovation. The Cohort will be comprised of experienced entrepreneurs with the capacity to scale internationally. They will possess sufficient financial resources and a keen commitment to support a long-term presence within the Houston/US market.

The Program term for this Cohort commences in May 2024 and will run to February 28, 2025. The Program will be offered to companies in a hybrid format, and it is expected that some of the participating companies will be in Houston bi-monthly (or more frequently depending on progress). As part of delivering this Program, provision has been made for the regular services of an external consultant to coordinate all the activities related to the Program and to support the project lead at techNL.

This Request for Proposals (the “RFP”) process will result in the selection of a consultant that can work with techNL and its Partners to coordinate provide business development supports including but not limited to, strategic advice on how to sell into the energy industry in Houston, provide strategies on how to capitalize on the changing requirements of rapidly evolving energy transition in the US and more importantly, to connect participating companies with procurement opportunities in the Houston energy sector. All Program activities will be created and documented in a way that supports re-offering of the Program in subsequent years.

1.1. techNL and its Partners

techNL is the lead the Program on behalf of its Partners at the Atlantic Canada Opportunities Agency (ACOA), Global Affairs Canada (GAC), the Province of Newfoundland and Labrador, Invest Nova Scotia, Innovation PEI (IPEI), and Opportunities New Brunswick (ONB), (collectively referred to as, “techNL and its Partners”)

1.1.1. 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.

1.1.2. About ACOA

Atlantic Canada Opportunities Agency is a department of the Government of Canada that works to create opportunities for economic growth in Atlantic Canada by helping businesses become more competitive, innovative, and productive; by working with diverse communities to develop and diversify local economies, and by championing the strengths of Atlantic Canada. Together, with Atlantic Canadians, we are building a stronger economy. <http://www.acoa-apeca.gc.ca>

1.1.3. About Global Affairs Canada

Global Affairs Canada (GAC) defines, shapes and advances Canada’s interests and values in a complex global environment. GAC manages diplomatic relations, promotes international trade and provides consular assistance, while leading international development, humanitarian, and peace and security assistance efforts. GAC also contributes to national security and the development of international law. www.international.gc.ca

1.1.4. About Province of Newfoundland & Labrador

The Department of Industry, Energy and Technology (IET) is the lead for the economic, culture, and innovation agenda of the Provincial Government of Newfoundland and Labrador. IET provides insight, intelligence, innovation, and investment services for businesses and communities to create a strong, vibrant business community and regional economies. While IET plays a prominent role in developing tools and programs to assist businesses and its clients, it is the investment, effort, Partnerships and collaboration, and risk undertaken by enterprises and their employees that lead to wealth generation. www.iet.gov.nl.ca

1.1.5. About Invest Nova Scotia

Invest Nova Scotia is Nova Scotia’s business development agency that works to promote economic growth and community economic development in the province by enabling business, innovation, sustainability and entrepreneurship. www.investnovascotia.ca

1.1.6. About Innovation PEI

Innovation PEI is focused on accelerating economic development in Prince Edward Island by investing in people, innovation, and infrastructure. IPEI targets key sectors that have displayed a high potential for economic growth within the province, including advanced manufacturing and processing (including value-added food development and production), aerospace and defense, bioscience (including agriculture and fisheries), information and communications technology, financial services and renewable energy. IPEI strives to assist the rapid development of these sectors and others to drive the Island economy through innovative new products and services. www.innovationpei.com

1.1.7. About Opportunities New Brunswick

Opportunities New Brunswick develops opportunities that generate wealth for the province of New Brunswick and its people. As the Government of New Brunswick’s lead business development corporation, ONB drives economic growth and job creation by attracting global business, strengthening exports, and empowering local entrepreneurs. It works to boost the province’s domestic and international presence and is the single point of contact to connect business and people with opportunity. A nimble, results-driven and client-centric organization, ONB provides advice, investments, referrals, and works with clients to meet their unique business needs. www.onbcanada.ca



This project is supported by the Government of Canada and the four Atlantic Provinces through the Atlantic Trade, Investment, and Growth Agreement.

2. Invitation to Proponents

This RFP is an invitation by techNL on behalf of its Partners to prospective proponents to submit proposals for the provision of **Business Development Consulting Services** (the “Proponent”) for the Program. techNL and its Partners are seeking a Proponent with strong competencies on how to sell energy and clean tech solutions into the US Energy market in the Houston region.

The Program is designed to provide business development support to achieve accelerated sales growth in a target market for a maximum of ten (10) Atlantic Canadian tech companies, that are technology-enabled, high growth, and possess distinct innovation. The Cohort will be comprised of experienced entrepreneurs with the capacity to scale internationally. The Cohort will possess sufficient financial resources and a keen commitment to support a long-term presence within the Houston/US market. The Program will be offered to companies in a hybrid format with participants travelling to Houston as required.

The primary in-market work location for the Cohort will be in Houston, Texas with shared office space located at Common Desk - The ION at 4201 Main Street, Suite 200, Houston, Tx 77002.

2.1. Scope of Work

techNL and its Partners require the services of a senior business development consultant to work one-on-one with the Cohort to achieve the objectives of the Program. Proponents are advised that a minimum Cohort of six (6) program participants is required to proceed with the Program to a maximum of ten (10) participants.

The Proponent will, first and foremost, create high value for the Cohort by both introducing and supporting sales opportunities with the goal of maximizing sales revenue for each program participant.

The Proponent will be responsible to:

- a) Assist with interviewing, vetting and selection of participants for the Program.
- b) Cultivate a thorough understanding of the participating companies and their technical and business competencies, particularly as it relates to driving sales activity in the US energy space. This will require that the Proponent arrange regular weekly/bi-weekly meetings with each participant over the course of the Program.
- c) Assist the participants with product/service positioning for the Houston Energy market and build and/or implement strategies on how to sell into that market.
- d) Provide high value connections to relevant energy stakeholders within aligned energy tech and clean tech verticals.
- e) Work with the Program coordinator to provide consistent communication to the Cohort, relaying critical information as it relates to business development opportunities, including targeted networking opportunities, or communities of interest.
- f) Work with the Program coordinator and Project Lead to organize up-to two (2) in-market events in Houston. These events may consist of, but not limited to: reception with local businesses; business-to-business meetings; and / or venture capitalist pitch event.
- g) Provide monthly progress debriefs to the Program coordinator and Project lead at techNL.
- h) Conduct a debrief with Program coordinator and Project lead at the end of the program term to determine success of the Program, methods that worked well, areas for improvement, etc.

2.2. Budget

The successful proponent should expect to commit a minimum of 30 hours per month to this Program. Some participants will require more engagement than others, and it is important that the successful Proponent work closely with the Program coordinator to manage overall consulting hours and budget.

2.3. Program Timeline

The Program is anticipated to run from May 2024 to January 2025.

3. Evaluation Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score of 70% of Part 1 (i.e. 56/80 Points) will not proceed to Part 2: Pricing in the evaluation process.

Part 1: Main Submission	
Submission Form:	Mandatory
Organizational and Personnel Competencies:	50 Points
Project Management Approach:	20 Points
References:	10 Points
SUBTOTAL	80 Points
<u>Part 2: Pricing</u>	<u>20 Points</u>
TOTAL	100 Points

The Proponent with the highest score will be selected to enter into the Agreement in accordance with the RFP Terms and Conditions (Section 7). Upon finalization of an Agreement with techNL, the Proponent shall thereafter be known as the Successful Proponent.

All other proponents will be notified in accordance with the RFP Terms and Conditions (Section 7).

4. Submission Requirements

4.1. Submission Form

Each Proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent.

4.2. Organizational and Personnel Competencies [50 Points]

Each proponent should confirm the following in its proposal:

- a) A brief description of the proponent and any sub-contractor organizations that may form part of the proponent's project team. The description should include: [5 points]
 - i. An overview of each organization that outlines the size and overall number of employees,
 - ii. Number of years in business,
 - iii. Information that confirms the proponent has the staffing capacity to allocate appropriate resources as required to meet the estimated time allocations per month,
 - iv. Company Equity, Diversity, Inclusion and Accessibility profile, and
 - v. An organizational structure chart that identifies the relationships and roles of each organization involved in the proponent's project team.

- b) An overview of each of the key personnel who will be assigned to this project. The overview should include: [10 points]
 - i. Their title and any relevant professional designations/certifications,
 - ii. Their tenure with the proponent's or sub-contractor's organization,
 - iii. Their specific role/responsibility proposed for this project, and
 - iv. A summary of their relevant experience in the last five (5) years.

(Detailed resumes can be provided as an appendix to keep the main body of the proposal concise.)

- c) A description of the proponent's knowledge, skills and expertise in the following areas: [35 points]
 - i. Strong network connections within the energy and clean tech sector in the Houston region that can be leveraged for the benefit of the Program. Should include such things such as depth of connections with the energy sector, and other networking communities; and knowledge of business development opportunities within the Houston region for energy and clean tech sector, etc.
 - ii. Experience in conducting business development activities for high innovation companies in technology sectors with a focus on emerging and digital technology solutions. Provide examples that show ability to provide high-value, qualified leads with C-level decision makers and purchase influencers.
 - iii. experience in managing the business development objectives for a group of companies for both in-person and virtual environments. Provide examples that include a high-level overview of the project objectives, how the project was implemented, and measurements of success.

4.3. Project Management Approach [20 Points]

Proposals must include a detailed description of how the Proponent will provide the Deliverables, which should include:

- a) A proposed project work plan that describes the approach/methodology that will be used to provide the Deliverables. The plan should also include a section for management of coordination and communications with the Program Coordinator (and the Project Lead, where required), and a description of any proposed software platforms or tools that will be used for the virtual portion of the Program [15 points].
- b) Samples of proposed reporting matrices to track activity and sales for the objective measurement of Program success [2.5 points].
- c) Identification of any potential challenges that may affect delivery of the Program with appropriate mitigation strategies [2.5 points].

4.4. References [10 Points]

Each Proponent is requested to provide three (3) references from clients who have obtained services like those requested in this RFP from the Proponent in the last **three (3)** years.

Provide the name of each reference, along with his/her phone number and email address. The reference information provided may be in letter-style format and should include a detailed description of the services provided, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

References of the top scoring proponent may be contacted prior to award.

4.5. Pricing [20 Points]

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all administrative costs, and all other overhead, including any fees or other charges required by law.

Proponents should provide a price quote in the form of an hourly rate (in Canadian Dollars), which will be used to provide monthly invoices for work completed to date. Proponents can expect to spend an average of thirty (30) hours per month on the Deliverables for a term of nine (9) months.

4.5.1. Hourly Rate

Provide the following for inclusion in your Proposal:

Hourly Rate (excluding HST):	CAD\$:
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4.5.2. Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category.

For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A second Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a third proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$). And so on, for each proposal.

5. Submission Guidelines

5.1. RFP Contact Information

For the purposes of this procurement process, the “RFP Contact” shall be:

Dwayne Hopkins, Manager Digital Oil and Gas, techNL

All inquiries are to be made to the RFP Contact via email at dwayne@techNL.ca using heading: “SUH Houston – Consultant Inquiry”.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of techNL, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

5.2. Type of Contract for Deliverables

The contracting organization for this RFP is techNL. The selected Proponent will be requested to enter into an agreement with techNL for the provision of the Deliverables in according to the Terms and Conditions (the “Agreement”) as outlined in Appendix A to the RFP.

5.3. RFP Schedule

RFP issue date:	April 5, 2024
Deadline for Questions:	April 19, 2024, at 12:00 p.m. NST
Submission Deadline:	April 26, 2024, at 3:00 p.m. NST
Project kickoff:	May 6, 2024

The above timetable is tentative only and may be changed by techNL at any time.

5.4. Proposal Submissions

Proponent should submit their proposal documentation in a single electronic document (DOC and/or PDF format) via the RFP Contact prior to the submission deadline as indicated in Section 4.3 using Heading: “SUH Houston – Consultant Submission”.

The proposal must acknowledge and fully accept the terms and conditions as laid out in this RFP.

Proponents may amend their proposals prior to the Submission Deadline by resubmitting their proposal to the RFP Contact. Any amendments received after the Submission Deadline will not be accepted.

Proponents may withdraw their proposals prior to the Submission Deadline through by contacting the RFP Contact with the intent to withdraw.

5.5. Submission Validity

Proposals shall be valid for a period of ninety (90) days from Submission Deadline.

6. Budgetary Guidelines and Payment Schedule

It is anticipated that applicants will provide an all-inclusive price per hour for their services. It is anticipated that the work described will take an average of thirty (30) hours per month for nine (9) months for a maximum of ten (10) company participants. The number of hours per month will be pro-rated based on the number of companies participating (minimum of 6). Monthly tasks and hours will be pre-approved through the Program Manager, techNL. Hours not pre-approved will not be paid. The number of hours approved will be constrained by the total budget available for project consultation.

Payment will be made upon submission of invoices with supporting documentation in a form satisfactory to techNL. Invoices are to be submitted within ten (10) days of the end of each calendar month and shall include an itemized list of the tasks completed and the hours taken.

Payment of the final 10% of the total RFP value will be withheld until all required documentation has been satisfactorily submitted to techNL.

7. RFP Terms and Conditions

7.1. General Information

7.1.1. RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

7.1.2. Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

7.1.3. Information in RFP Only an Estimate

techNL makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP Contact, or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

7.1.4. Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or presentations.

7.1.5. Proposal to be retained by techNL

techNL will not return the proposal or any accompanying documentation submitted by a proponent.

7.2. RFP Communications

7.2.1. Proponents to Review RFP

Proponent shall promptly examine all documents comprising this RFP, and

- a) Report any errors, omissions, or ambiguities; and
- b) Direct questions or seek additional information

in writing by email to the RFP Contact, as set out in Section 5.1, on or before the Deadline for Questions. techNL is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. techNL is under no obligation to provide additional information and techNL will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. techNL will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

7.2.2. RFP Addendum

This RFP may be amended only by addendum in accordance with this section. If techNL, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum to the Proponent Contact and the Program website. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by techNL.

7.2.3. Post-Deadline Addenda and Extension of Submission Deadline

If techNL determines that it is necessary to issue an addendum after the Deadline for Questions, techNL may extend the Submission Deadline for a reasonable period of time.

7.2.4. Verify and Clarify

During the evaluation process, techNL may request further information from the Proponent or third parties to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the Submission Requirements set out in Section 4 of the RFP. techNL may revisit and re-evaluate the Proponent's response or ranking on the basis of any such new information.

7.3. Notification and Debriefing

7.3.1. Selection of Proponent and Execution of Agreement

techNL will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

7.3.2. Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, techNL may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

7.3.3. Notification of Contract Award

Once the Agreement is executed by techNL with a Proponent, notification of the outcome of the RFP process will be posted on the techNL website.

7.3.4. Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the RFP process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

7.3.5. Supplier Complaint Procedure

If a Proponent wishes to file a complaint in regard to the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of posting of the outcome of the process on the techNL website.

7.4. Conflict of Interest and Prohibited Conduct

7.4.1. Conflict of Interest

techNL may disqualify a Proponent for any conduct, situation or circumstance, determined by techNL, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” has the meaning ascribed to it in the Submission Form (Appendix B).

7.4.2. Disqualification for Prohibited Conduct

techNL may disqualify a Proponent, or terminate the Agreement entered into if techNL, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

7.4.3. Prohibited Proponent Communications

The Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

7.4.4. Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or the Agreement entered into pursuant to this RFP without consent of techNL, and then only in coordination with techNL.

7.4.5. No Lobbying

Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

7.4.6. Illegal or Unethical Conduct

Proponent shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponent shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of techNL; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

7.4.7. Rejection of Bids

techNL may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- a) illegal or unethical conduct as described above;
- b) the refusal of the Successful Proponent to honour its submitted pricing or other commitments;

- c) any conduct, situation or circumstance determined by techNL, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- d) techNL's experience with the bidder within the last 18 months for similar or related services.

7.5. Confidential Information

7.5.1. Confidential Information of techNL

All information provided by or obtained from techNL in any form in connection with this RFP either before or after the issuance of this RFP

- a) is the sole property of techNL and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of the Agreement for the Deliverables;
- c) must not be disclosed without prior written authorization from techNL; and
- d) must be returned by the Proponent to techNL immediately upon request of techNL.

7.5.2. Confidential Information of Proponent

Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by techNL. The confidentiality of such information will be maintained by techNL, except as otherwise required by law or by order of a court or tribunal. Proponent is advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by techNL to advise or assist with the RFP process, including the evaluation of proposals.

7.6. Reserved Rights, Limitation of Liability and Governing Law

7.6.1. Reserved Rights of techNL

techNL reserves the right to:

- a) make public the names of any or all Proponents;
- b) request written clarification in relation to a proponent's Proposal;
- c) waive minor formalities that do not constitute the Submission Requirements;
- d) verify with any Proponent or with a third party any information set out in a proposal;
- e) check references other than those provided by any Proponent;
- f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) amend this RFP process without liability at any time prior to the execution of the Agreement between techNL and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- i) cancel this RFP process without liability at any time prior to the execution of a written agreement between techNL and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. techNL may in its sole discretion issue a new RFP for the same or similar Deliverables; or

-
- j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

7.6.2. Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- a) neither techNL nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including, but not limited to, costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of techNL's decision to not accept the proposal submitted by the Proponent, to enter into the Agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

7.6.3. Governing Law and Interpretation

These Terms and Conditions of the RFP Process:

- a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of techNL; and
- c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

A. Appendix A

Independent Contract Agreement

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.

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)

B. Appendix B

Submission Form

Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Agreement, and offers to provide the Deliverables in accordance therewith at the submitted Price Rate.

Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - i. having, or having access to, confidential information of techNL in the preparation of its proposal that is not available to other proponents,

- ii. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent's other commitments, relationships or financial interests
- i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; AND were employees of techNL within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Proposal Validity

The Proponent agrees that its proposal shall be valid for a period of ninety (90) days from Submission Deadline.

Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by techNL to the

advisers retained by techNL to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Execution of Agreement

The Proponent agrees that in the event its proposal is selected by Invest Nova Scotia, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.