



**INVITATION TO TENDER FOR THE
MARKETING CAMPAIGN FOR THE
ATTRACTION OF SENIORS**

12 OCTOBER 2021

CONTENTS

TENDER NOTICE	1
COVER LETTER	2
SECTION A: INSTRUCTIONS TO TENDERERS	3
SECTION B: REQUIREMENT SPECIFICATIONS	9
1. BACKGROUND	9
2. SCOPE OF WORK	9
3. PROJECT MANAGEMENT	12
4. FEE QUOTATION / COSTING	12
5. ADDITIONAL INFORMATION ON SUPPORTING DOCUMENTS TO BE SUBMITTED ...	13
6. ENQUIRIES.....	13
SECTION C: EVALUATION CRITERIA	14
SECTION D: CONDITIONS OF CONTRACT	15
SECTION E: ANNEX A.....	26
SECTION F: PRESCRIBED FORMS	27
F1. SCHEDULE OF PERSONS EMPOWERED TO ACT.....	27
F2. GST STATUS	27
F4. INFORMATION ON MAJOR SHAREHOLDERS.....	29
F5: FORM OF TENDER	30
F6: PRICE BREAKDOWN	32

TENDER NOTICE

Tender Ref. No. :	2021-01-01
Publication Date :	12 October 2021
Description :	Invitation To Tender For Marketing Campaign for Senior Attraction
Closing Date and Time :	15 December 2021, 4:00pm
Offer Validity Duration :	3 calendar months
Tender Box No. :	Town of Castor 4901-50ave Castor, AB T0C 0X0 Box 479
Publication of Tender Documents:	The tender documents will be made available from 12 October 2021 at Town of Castor website: www.castor.ca
Contact Person :	Christopher Robblee, CAO 403-882-3215 christopher@townofcastor.ca
The Town does not bind itself to accept the lowest or any Offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an Offer.	

COVER LETTER

12 October 2021

To The Tenderer,

Dear Sir/ Mdm,

2021-01-01

INVITATION TO TENDER FOR MARKETING CAMPAIGN FOR SENIOR ATTRACTION

1. The Town of Castor ("**The Town**") invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.

2. This Invitation to Tender comprises of the following Tender Documents:

This Cover Letter

Section A	Instructions to Tenderers
Section B	Requirement Specifications
Section C	Evaluation Criteria
Section D	Conditions of Contract
Section E	Annex Forms
Section F	Prescribed Forms

3. Please refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers by the Closing Date, which is at **4 p.m. on 15 December 2021.**

4. The Tender Documents will be published and made available from **12 October 2021** at the Town of Castor website:
www.castor.ca

5. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.

6. There will be a briefing at **9.30 a.m. on 1st October 2021.** Attendance is optional for all Tenderers intending to submit a Tender Offer. Venue shall be at the Town of Castor main office (4901-50ave)

7. Tenderers who wish to seek clarifications on the Tender shall submit their written request no later than **3** working days prior to the close of the Tender to Mr Christopher Robblee at email: christopher@townofcastor.ca.

8. The Town does not bind itself to accept the lowest or any Tender Offers.

Yours faithfully,

Christopher Robblee
CAO
Town of Castor

SECTION A: INSTRUCTIONS TO TENDERERS

1. Definitions

1.1 Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:

- (a) **“Closing Date”** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- (b) **“Invitation to Tender”** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- (c) **“Tender Offers”** mean the submissions made by Tenderers in response to the Invitation to Tender.
- (d) **“Tender Price”** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- (e) **“Tenderers”** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
- (f) All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2. Eligibility

2.1 Tenderers can participate in this Tender only if not under any debarment from any of the Town’s tenders and Tenders on or after the Closing Date.

2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at the Town’s discretion.

3. Submission of Tender Offers

3.1 Tenderers shall submit their Tender Offers by the Closing Date in accordance with the following mode(s) of submission:

The following documents/information shall be submitted using tender box	
i.	Form of Tender
ii.	GST Status
iii.	List of Relevant Track Record in the Last 5 Years
iv.	Information on Major Shareholders
v.	Price Breakdown / Schedule of rates (as the case may be)
vi.	Draft Implementation Plan
vii.	Payment schedule (if alternative schedules are invited)
viii.	Any other written proposals, designs or drawings required under the Requirement Specifications if a softcopy is specified in the Requirement Specification
ix.	Any other supporting documents/materials that are in softcopy

3.2 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.

3.3 Where Tender Offers or parts of Tender Offers are submitted using the tender box:

- (a) The documents/information/items must be submitted in sealed envelopes.
- (b) The Tender reference number (from the Covering Letter); (ii) the Closing Date (iii) the tender box number (if any); and (iv) the name and address of the Tenderer must be stated on the top left-hand corner of the envelope.
- (c) It will be the responsibility of Tenderers to ensure delivery by hand into the tender box, which will be in a position accessible to the public.

3.4 Tender Offers submitted after the Closing Date shall be disqualified.

4. Language

4.1 Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written or properly translated into the English language.

5. Compliance with Instructions and Forms

5.1 Tender Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Tender. Any Tender Offers which:

- (a) Are not in accordance with the instructions; or
- (b) Vary any of the prescribed forms,
- (c) Are liable to be disqualified at the Town's discretion.

6. Validity Period

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and the Town.

7. Withdrawal of Tender Offers

7.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from the Town's future tenders and Tenders.

8. Acceptance of Tender Offers

8.1 The Town shall be under no obligation to accept the lowest or any Tender Offer.

8.2 The Town shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.

8.3 The issuance by the Town of a Letter of Acceptance and/or Purchase Order accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

- 8.4 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):
- (a) By post to the address of the successful Tenderer(s) as set out in the Tender Offer
 - (b) By hand to the address of the successful Tenderer(s) as set out in the Tender Offer.
 - (c) By email to the address of the successful Tenderer(s) as set out in the Tender Offer.
- 8.5 The Town may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- 8.6 The Town is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

9. Ownership of Documents and Intellectual Property

- 9.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of the Town shall remain the property of the Town. Tenderers shall immediately return all or any of the same on written request by the Town or destroy the same within 1 week of the award to the Tender (except in the case of the successful Tenderer).
- 9.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of the Town belong to the Town or third parties as the case may be.
- 9.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 10 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of the Town. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 9.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

10. Samples

- 10.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:
- i. Delivered at the sole cost of the Tenderers;
 - ii. Delivered to the place stipulated on the date or by the deadline stipulated;
 - iii. Delivered in such numbers for each of the good(s) or item(s) as stipulated
 - iv. Marked clearly with the:
 - (i) Tender reference number (from the Covering Letter);
 - (ii) Description of the good or item concerned; and
 - (iii) Name of the Tenderer concerned.
- 10.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 10.3). If no such indication is given, the Town shall not be obliged to return any samples. The Town may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. The Town shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.
- 10.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 10.2.

10.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at the Town's discretion.

11. **Alteration, Erasures and Illegibility**

11.1 Except for amendments to entries made by the Tenderer which are initialed by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at the Town's discretion.

12. **Expense**

12.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by the Town.

13. **Tender Price and Goods and Services Tax**

13.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:

- (a) Notify the Town in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
- (b) Seek clarification on the same from the Town by the stipulated period as indicated in the Covering Letter.

13.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.

13.3 The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax ("**GST**") chargeable for the supply of goods and/or services required under this Invitation to Tender.

14. **Export Approval**

14.1 Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:

- (a) End-user certificates or statements from the Town; or
- (b) Separate agreements between the Town and the Tenderer concerned or third parties,
- (c) To satisfy any export requirements of any foreign government/country.

15. **Consortiums**

15.1 As used in this Invitation to Tender, "**Consortium**" means an unincorporated joint venture through the medium of a consortium or a partnership.

15.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
- (b) No Consortium shall include a member which has been debarred from the Town tenders and Tenders.
- (c) After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Town.
- (d) In the case of Consortiums, the following documents must be submitted with the Tender Offer:

- (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.
- (ii) Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - (1) Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - (2) Certified copies of powers of attorney from each members of the Consortium,
- (e) The Tender Offer must be submitted by the Lead Member.
- (f) Information must be submitted with respect to:
 - (i) The legal relationship among the members of the Consortium;
 - (ii) The role and responsibility of each member of the Consortium; and
 - (iii) The address of the Consortium to which the Town may send any notice, request, clarification or correspondence.
- (g) If the Town awards the Contract to a Consortium:
 - (i) The Letter of Acceptance and/or Purchase Order may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
 - (ii) The issue by the Town of a Letter of Acceptance and/or Purchase Order shall create a contract that is binding on all the members of the Consortium for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
 - (iii) Each member of the Consortium shall be jointly and severally responsible to the Town for the due performance of the Contract.
 - (iv) If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract.

16. Clarifications

- 16.1 If the Town sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 7 days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by the Town for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

17. Demonstration of capabilities

- 17.1 Tenderers shall at their own expense, at the written request of the Town, prepare and conduct demonstrations/presentations in Alberta/Canada to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations/presentations shall be determined by the Town.

18. Short listing

- 18.1 The Town reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of the Town. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by the Town in writing.

18.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

19. Confidentiality

19.1 Except with the consent in writing of the Town, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of the Town.

20. Applicable Law

20.1 All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Province of Alberta.

21. Amendment to Invitation to Tender

21.1 The Town reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the Closing Date.

21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through email, facsimile or the Town website and it shall be the responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

21.3 No oral representation shall be:

- (a) Accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
- (b) Binding on the Town.

22. Notification

22.1 Tenderers should note that notification may not be sent to unsuccessful tenderers by the Employer.

SECTION B: REQUIREMENT SPECIFICATIONS

1. BACKGROUND

- 1.1 Town of Castor aims to be a leading community in senior retirement and senior related services.
- 1.2 The Town currently possesses two senior homes, a long-term care facility, hospital, dental and other functional items for seniors. Further, the Town possesses trail and entertainment systems that would be suitable for seniors.
- 1.3 The objective of the campaign is to raise awareness of and to present the Town as the latest cultural attraction, and the region's leading seniors retirement area.

1.4 Target Audience

Target audience of the campaign is the general public, in particular:

- Seniors or those age 65 and older

- 1.5 An effective Integrated Marketing Communications strategy consisting of media relations, marketing, advertising, and social media is critical to generating awareness and creating hype to garner high awareness.

2. SCOPE OF WORK

- 2.1 All deliverables for this Scope of Work shall be successfully completed and delivered to the Town by the prescribed timeframe assigned to them. The Town reserves the right to amend the details of the scope when necessary as the project develops, in consultation with the Contractor within the scope of services and value of award.
- 2.2 The appointed creative agency will develop and execute an Integrated Marketing Campaign over the period of December 2021 to December 2022 for execution in either 2022 or 2023, over the course of two years.
- 2.3 Work shall include but not be limited to the following areas:

2.2.1 Detailed Brand Strategy and Brand Identity

The Contractor must develop a detailed creative and integrated brand strategy comprising of media relations, marketing, and social media, as well as draw up a Final Brand Identity to compliment the Town's marketing strategy. This Brand should include the following:

- Face-to-Face meetings with council and public engagement.
- Collaborative synergies with public agencies and stakeholders to build awareness and interest of the Town in the following components to achieve the respective targets.
- Identification of relevant opportunities to profile the Town, its staff and stakeholders involved.
- Identification of potential issues, alert the Town and provide counsel while conceptualizing media strategies or crisis communications to manage the issues.
- The Final Brand shall be submitted within 30 days from the date of the Letter of Acceptance, unless agreed in writing by the Town.

2.2.2 Marketing Campaign Development

The Contractor will be required to conceptualize and develop an integrated campaign concept. This campaign concept shall include the implementation of a strategy containing key campaign visuals and copy that communicate proposed key messages based on research to effectively reach out to and

engage the target audience.

The communication and design elements should embody the Town's brand positioning and be suitable for application across various touch-points including but not limited to the following.

- a. Media Relations
 - b. Marketing
 - i. Roadshows / Pop-up spaces
 - ii. Guerrilla marketing
 - iii. Advertisements (print / digital), including but not limited to:
 - Collaterals such as brochures, flyers
 - Outdoor advertisements such as street and building banners
 - Videos
 - c. Social Media
 - d. Analytics, Tracking, Measurements and Reporting
 - e. Project Management Scope
 - f. Pre and post campaign market research
- a. Media Relations
 - Develop materials in a timely manner that will be relevant in building positive media relations and generating desired publicity outcomes. Materials must include, but not limited to, the following – media invites, media releases, highlights, editor's notes, creatives' bios, partner information, general Town's information.
 - Press kits which include duplication of hardcopy documents, images or materials in CD format or thumb drive to be prepared 1 day before any media event.
 - b. Marketing
 - Proposed suitable marketing ideas such as roadshows / pop-up / guerrilla marketing activities that include but are not limited to creative on-ground consumer activation concepts to generate word of mouth and offer photo opportunities and social media sharing.
 - Conceptualise and design all advertising materials including, videos, collaterals, print, digital, and Out Of Home
 - Manage and execute design and production of all advertising materials, collaterals and print
 - c. Social Media
 - Community management, reporting & measurement for various platforms, including but not limited to: Facebook, Twitter, Instagram, Pinterest
 - Influencer Outreach & Engagement – includes content creation for visuals, strategic counsel, Social Media Playbook, Response Guidelines, SOP for Social Media and identifying appropriate media buys for social media platforms
 - Social Media Monitoring
 - Campaign asset creation
 - d. Analytics, Tracking, Measurements and Reporting
 - Upon appointment, the Contractor will work with the Town on proposed media coverage and media value tracking and calculation methods.
 - e. Project Management Scope
 - Work in Progress meeting should be initiated by the Contractor and conducted every 2 weeks, unless otherwise requested by the Town.
 - Work in Progress meeting minutes must be crafted by the 1 working day after the meeting and amendments to the minutes should be concluded 2 working days after the minutes have been sent out.
 - Ensure timely discussion of progress and deliverables.
 - Pre-empt media interests and any unforeseen problems and issues which may arise.
 - Attend meetings that the Town deems as necessary for the crafting of media documents and communications plans.

2.2.3 Execution of the Marketing Plan

- a. The contractor shall provide a detailed plan that the Town may follow to execute the marketing strategy and plan over the course of 2 years.

2.2.4 The Campaign's Objectives & Targets

The Contractor should align the strategic approaches of the proposed Marketing Campaign in the Final Brand Identity to the following objectives and targets:

- To create a strong brand equity for Town
- To increase digital presence and publicity of the Town
- To ensure local and international awareness and build up the Town
- To sustain public interest of the Town for at least two months following the launch in January 2021 of the campaign

Targets:

- a. To increase the population of Castor over five years
- b. To have increased sales of new or used houses
- c. To increase the number and types of senior services

3. PROJECT MANAGEMENT

- 3.1 The Contractor shall designate a Project Manager for the purposes set out in Clause 22 of the Conditions of Contract. The name, designation, email address and mobile number of the proposed Project Manager must be stated in the Quotation.

4. FEE QUOTATION / COSTING

- 4.1 The Contractor shall provide a breakdown of the fee quotation for each of the areas listed under the Scope of Work:

- a. Consultation and Development of Brand Strategy and Brand Identity
- b. Media Relations
- c. Advertising
- d. Social Media
- e. Analytics, Measurements and Reporting
- f. Optional Items/Services (Tenderers to propose and list if they wish)

- 4.2 The Contractor shall use the template provided in the form titled, "Price Breakdown", found in Section E: Prescribed Forms.

- 4.3 The fee quotation must include all costs and expenses arising from the work and services rendered, including but not limited to cost of labour and training, logistics and administration costs (e.g. printing of plans and reports, overheads and all other incidental costs).

- 4.4 The Contractor should include any optional costs for services not listed in this Tender for the Town's consideration under "Optional Items/Services" in the prescribed "Price Breakdown" form found in Section E.

5. ADDITIONAL INFORMATION ON SUPPORTING DOCUMENTS TO BE SUBMITTED

The following items must be submitted as part of the Tender for evaluation:

5.1 Detailed Brand Strategy and Brand Identity

- 5.1.1 Contractors must submit a Proposal that outlines and describes their strategies that they will undertake to meet the objectives and targets, as part of the Tender evaluation.
- 5.1.2 Contractors must also submit a Draft Implementation Plan as part of the Tender showing the proposed production time schedule and sequence of events necessary for the provision and delivery of the Services/Goods and the meeting of Targets in 2.2.4.

5.2 Marketing Campaign Development

- 5.2.1 Contractors shall have a proven track record in the last 5 years developing and/or managing PR, Marketing Communications, Advertising and Social Media Engagement for large scale events, especially arts related projects that are non-commercial in nature.

5.2.2 Contractors shall demonstrate their proven track record by submitting their portfolio highlighting key relevant projects they have done, relevant past clients and CVs of key team members who have handled past work and will be handling this project for evaluation as part of the Quotation.

5.3 Presentation of Proposal

5.3.1 Following the evaluation of Contractor's Proposal, Draft Implementation Plan and Credentials, a shortlist of Contractors may be asked to present their proposal to the Tender Evaluation Committee as a means to clarify on the offerings and details on the proposals. These Contractors will be notified via email if the need arises.

6. ENQUIRIES

The Town's Representative(s) for this Contract and the corresponding contact details are as follows:

Christopher Robblee, MPA
CAO
christopher@townofcastor.ca

SECTION C: EVALUATION CRITERIA

1. The evaluation criteria used for this Invitation to Tender is as follows:

Criteria	
Not debarred from the Town tenders on or after the Closing Date.	*Critical
Compliance with all instructions for the submission of Tender Offers as set out in the Invitation to Tender (including use of Prescribed Forms).	*Critical
. Ability to meet the stated timeline for completion of project/delivery of goods. Draft Implementation Plan must be submitted for evaluation as part of the Tender Offer.	*Critical
Proposal and Draft Implementation Plan i) Proposal that outlines and describes Tenderer's strategies that they will undertake to meet the objectives and targets indicated in 2.2.4.	60%
Tenderer's Credentials and Portfolio Proven track record in the last 5 years developing and managing PR, Marketing Communications, Advertising and Social Media Engagement for arts and/or culture related institutions that are non-ii) commercial in nature.	20%
Competitive Pricing Price tendered with detailed breakdown of fees/costs per item.	20%

SECTION D: CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. In these Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) **"Background IP"** means IP which is created prior to or independently of this Contract.
- (b) **"Contract"** means:
 - i. The Tender Notice, Covering Letter, Instructions to Tenderers, Conditions of Contract and Requirement Specifications that are part of the Invitation to Tender;
 - ii. The Tender Offer (to the extent accepted by the Town in the Letter of Acceptance and/or Purchase Order);
 - iii. The Letter of Acceptance and/or Purchase Order; and
 - iv. Any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the Contract.
- (c) **"Contract Price"** means the total amount payable to the Contractor for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Form of Tender. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
- (d) **"Contractor"** means the successful Tenderer which has been awarded this Contract by the Town.
- (e) **"Deliverables"** means the proposals, plans, reports, drawings, designs, documents, samples and other items that the Contractor has to provide under this Contract apart from the Goods.
- (f) **"Foreground IP"** means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (g) **"Goods"** means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.
- (h) **"IP"** or **"Intellectual Property"** means intellectual property and shall include but not be limited to patents, copyright and industrial design.
- (i) **"The Town"** means The Town of Castor, a company incorporated under the Companies Act
- (j) **"Party"** means either the Town or the Contractor and 'Parties' means both the Town and the Contractor.
- (k) **"Services"** means all the works and services which the Contractor is required to perform under this Contract.

1.2 Words denoting the singular include the plural and vice versa.

1.3 Words denoting one gender include both genders.

1.4 Words denoting natural persons include corporations, firms and unincorporated associations and vice versa.

1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.

1.6 The headings are for convenience only and not for the purpose of interpretation.

2 SCOPE OF CONTRACT AND CONTRACT PERIOD

2.2 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.

2.3 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of the Town. For the avoidance of doubt, the Contractor is not authorized to enter into any contracts on behalf of the Town.

2.4 This Contract:

- a. Shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
- b. Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.

2.5 May be extended by the Town. The Contractor grants the Town the option, at the Town's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of 6 months. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised at least 2 months before the expiry of the current contract period.

2.6 The Contractor shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.

2.7 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:

- a. The Town reserves the right to issue written clarifications on the Requirement Specifications to set out the Town's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
- b. The Contractor confirms that this has been fully anticipated when the Tender Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3 PERFORMANCE

3.1 The Contractor shall provide the Goods and Services with all reasonable care, skill and diligence.

3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.

3.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.

3.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as the Town may appoint in relation to the materials, event, activity or project that this Contract relates to.

3.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:

- a. Accepted or rejected by the Town through a written notice in a form that may be prescribed by the Town in writing; or
 - b. Deemed to have been accepted by the Town if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.
- 3.6 The Contractor shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
- 3.7 Re-perform or correct any deficiencies in the Deliverables that are rejected; and
- 3.8 Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.9 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by the Town in writing to replace the particular brand(s)/model(s) if:
- a. The particular brand(s)/model(s) is discontinued by the manufacturer and writtendocumentation of this is provided to the Town's satisfaction; and
 - b. The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

4 PAYMENT

- 4.1. Payment shall be made in accordance with the payment schedule set out in Annex A unless otherwise agreed in writing.
- 4.2. Payments made to the Contractor shall not:
- a. Be considered evidence of the quality of any Goods or Services to which such payments relate.
 - b. Prejudice any of the Town's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.
- 4.3. The amount of any payment due from or debt owed by the Contractor to the Town under this Contract may be deducted by the Town from any monies payable by the Town to the Contractor under this Contract.
- 4.4. The Town shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 4.5. Unless otherwise agreed in writing by the Town, payment shall be made by cheque. Each Party shall bear their own bank charges.

5 RIGHTS OF THIRD PARTIES

- 5.1 A person who is not a party to this Contract shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any of its terms.

6 GIFTS, INDUCEMENTS OR REWARDS

6.1 The Town may terminate this Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Town or for showing or forbearing to show favour to any person in relation to any contract with the Town, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor).

7 DELAY IN PERFORMANCE

7.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.

7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, the Town shall have the right -

- a. to cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
- b. to deduct any monies due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.

7.3 For the avoidance of doubt, if the Town opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, the Town shall still be entitled to exercise:

- a. its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2 (a); and
- b. Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

8 SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the whole or any part of this Contract without the written consent of the Town. The Contractor shall be fully responsible for all acts or omissions of any sub-contractors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Contractor.

9 APPLICABLE LAW

9.1 This Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Province of Alberta for every purpose.

10 DISPUTE RESOLUTION

- 10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Alberta.
- 10.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the province of Alberta.
- 10.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 10.2.
- 10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.

11 SUSPENSION OR TERMINATION

- 11.1 The Town shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if the Town is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the province of Alberta. Neither party shall be liable to the other by reason of such suspension nor shall termination save that the Town pay the Contractor the price of the Goods or Services that have been performed and accepted by the Town. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Town to the Contractor by reason of this Clause 11.
- 11.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, the Town shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30 day notice period.

12 RIGHTS OF THE TOWN IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 12.1 If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false, the Town shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without the Town being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.
- 12.2 If the Contractor is in breach or defaults in his performance of this Contract, the Town may issue a written notice of breach or default to the Contractor. The Contractor shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by the Town in writing.
- 12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and the Town shall have the right to terminate the Contract or cancel any part of the Goods or Services by way of a written notice of termination or cancellation as the case may be. The termination or cancellation shall take effect from the date of the written notice and the Town shall not be liable to the Contractor for any damages or compensation.
- 12.4 The Town shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without the Town being liable for any damages or compensation if:
- 12.5 Any proceedings are commenced for the liquidation, dissolution or bankruptcy of the contractor and the same not discharged or discontinued within 14 days of its commencement, or if the other

contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;

- 12.6 The contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- 12.7 A writ of distress or execution or other process of any court is levied or issued against any property of the contractor and is not withdrawn within 14 days of its commencement; or
- 12.8 The contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction.
- 12.9 The termination or cancellation shall take effect from the date of the written notice.
- 12.10 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, the Town shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by the Town in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

13 VARIATION OF CONTRACT

- 13.1 No attempts to vary this Contract shall have any force unless made in writing and executed by the Contractor and the authorized contract signatory of the Town.

14 TAXES, FEES AND DUTIES

- 14.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees. If the Town receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the Town may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorizes the Town to comply with the terms of the said request.
- 14.2 If the Contractor is a taxable person under the Canadian Goods and Services Tax Act, the Town shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to the Town.
- 14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by the Town in writing.

15 GOVERNMENT REGULATIONS

- 15.1 The Contractor shall, at its own costs, obtain and maintain all licenses, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16 INDEMNIFICATION

- 16.1 In the event of the Town being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify the Town against such claim and any related costs, charges and expenses incurred by the Town.
- 16.2 Provided that the same is not caused by the gross negligence or willful default of the Town.

17 CONSORTIUM

17.1 As used in this Contract, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

17.2 Each member of the Consortium shall be jointly and severally responsible to the Town for the due performance of this Contract.

Addition of members to Consortium

17.3 Any proposed changes to Consortium membership must be approved in writing by the Town.

17.4 Should additional member(s) be added to the Consortium at any time with the written approval of the Town, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

17.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- i. This Contract shall continue and not be dissolved, and
- ii. The remaining member(s) of the Consortium shall be obliged to carry out and complete the Services.

18 CONTRACTOR'S PERSONNEL

18.1. The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from the Town that the said personnel is either:

- a. Technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
- b. Behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods.

18.2. What amounts to technical incompetence or unacceptable behavior for the purposes of this Sub-Clause 18.1 shall be determined at the sole discretion of the Town.

18.3. The Contractor shall ensure that:

18.4. There is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of the Town's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively “the Sites”);

18.5. The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by the Town or third parties (as the case may be) at the Sites; and

18.6. There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of the Town or third party supervisors or managers at the Sites.

18.7. If the Contractor's Tender Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of the Town is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

19 THE TOWN OWNERSHIP OF INTELLECTUAL PROPERTY

- 19.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 19.2 All Foreground IP created by the Contractor, its employee, subcontractor, supplier or agent shall vest in and be owned absolutely by the Town. The Contractor shall do all things necessary to ensure that all Foreground IP is assigned to the Town absolutely; including the execution all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the Town.
- 19.3 The Contractor shall obtain for and grant to the Town and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive license, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 19.4 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Contractor, the Town or another person on behalf of the Town as a result of this Contract shall vest in and be owned absolutely by the Town.
- 19.5 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the license that the Contractor, its employee, subcontractor, supplier or agent has granted to the Town.
- 19.6 If any license granted or obtained for Background IP under Clause 19.3 is registrable under any IP registration system in Alberta/Canada, the Contractor shall:
- (a) register the license under the IP registration system in Canada; and
 - (b) deliver copies of documentary proof of such license registration to the Town as soon as possible.
- 19.7 The Contractor shall indemnify the Town against any action, claim, damages, charges and costs arising from or incurred by the Town due to any infringement or alleged infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

20 CONFIDENTIALITY

- 20.1 Except with the written consent of the Town, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of the Town in connection with this Contract to any person.
- 20.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from the Town or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Town.
- 20.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Town. For the avoidance of doubt, this restriction includes any citation that the Town is or was a customer of the Contractor.
- 20.4 The Contractor hereby also agrees and undertakes to use any personal data as defined in the Freedom of Information and Privacy Act 2021 (the "Act") as disclosed to it by the Town solely for the purposes for which such personal data has been disclosed to the Contractor and for no other purposes. The Contractor warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by the Town and undertakes to indemnify the Town for any breach of this warrant that would cause the Town to be in breach of the provisions of the Act.

21 THE TOWN'S REPRESENTATIVE

21.1 The Town shall appoint one or more persons to supervise and liaise with the contractor for the purposes of this contract. The representative(s) shall be as named in the requirement specifications or otherwise through written notifications.

- a. All instructions, directions, notices, consents, approvals or waivers that may be given at the Town's discretion under this Contract shall not be binding on the Town unless given in writing or under the hand of the Representative(s).
- b. For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories as required under Clause 13.

22 PROJECT MANAGEMENT

22.1 Project Manager

- a. The Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with the Town and all actions of the Project Manager shall be binding on the Contractor.
- b. The Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from for any duration, the Contractor shall designate another employee to perform his duties and functions.
- c. If required under the Requirement Specifications or otherwise agreed in writing by the Town, more than one Project Manager shall be designated.

22.2 Implementation Plan

Unless otherwise agreed by the Town in writing:

- a. Within 7 days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.
- b. The Final Implementation Plan shall not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

22.3 Progress Reports & Meetings

- a. The Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the Representative's sole discretion, request for such reports in monthly, fortnightly or weekly intervals; and may change the

intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of the Town to make any claims against the Contractor if the terms of this Contract are not met.

- b. The Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative(s).
- c. The Contractor shall notify the Representative(s) of any expected delay in the performance of this Contract. The Consultant shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

23 CUMULATIVE REMEDIES

23.1 The provisions of this Contract, and each of the rights and remedies of the Town under this Contract are cumulative and are without prejudice to one another and are in addition to any rights or remedies the Town may have in law or in equity. No exercise by the Town of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

24 WAIVER

24.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by the Town of any other provision or of any subsequent breach of the same provision. The failure of the Town to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on the Town only if done in writing.

25 TITLE AND RISK

25.1 Title to the Goods shall pass from the Contractor to the Town upon receipt by the Town in Canada.

25.2 The risk of loss or damage to the Goods shall pass from the Contractor to the Town upon receipt by the Town in Alberta. Provided that risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the same are delivered and received by the Town.

26 SEVERABILITY

26.1 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.

27 RETURN OF DOCUMENTS AND OTHER ITEMS

27.1 Within 14 days of the termination or expiry of this Contract, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor's possession which:

- a. belong to the Town;
- b. were received from the Town; or
- c. Were produced pursuant to this Contract.

27.2 In the case of softcopies, such records/documents shall be emailed to the Town's Representative or copied to CDRs/DVDs/USBs if the same are provided by the Town and any copies stored in the computer or other storage equipment or media used by the Contractor shall be securely deleted or erased.

28 SAMPLES TESTING

28.1 The Town shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of the Town, the approved samples shall form the standards to be maintained for the duration of this Contract.

28.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, the Town shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

29 OPTION TO PURCHASE

29.1 The Contractor grants the Town the option to purchase additional quantities of the Goods (“**the Option to Purchase**”). The Option to Purchase shall be exercisable by written notice given by the Town to the Contractor within a period of (state a period in terms of months) from the date of the Letter of Acceptance and/or Purchase Order. If the Town exercises the Option to Purchase, the additional quantities purchased shall form part of the Goods defined in this Contract and subject to the same terms; read with all necessary changes.

29.2 If there are/is:

- a. unit rates for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the same unit rates; or
- b. only a lump sum price for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the lump sum price; prorated where necessary.

SECTION E: ANNEX A

PAYMENT SCHEDULE

Stage	% of Contract Price	Cumulative Total
30 days from the satisfactory completion and submission of the Brand Strategy and Brand Identity and receipt of the invoice for the same.	30	20
30 days from the satisfactory completion and submission of the Marketing Campaign Development, and receipt of the invoice for the same	50	50
30 days from the satisfactory launch of the Marketing Campaign and Execution and receipt of the invoice for the same.	20	100

SECTION F: PRESCRIBED FORMS

F1. SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the firm's / company's behalf:

Name	NRIC No.	Position Held

In the case of consortiums, the documents required under Clause 15 of the Instructions to Tenderers must also be attached.

F2. GST STATUS

We are / are not * a taxable person under the *Goods and Services Act*.

(* delete as appropriate)

Our GST registration number is _____

F3. LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS

Contract No. / Name of Project	Client	Contract Sum	Contract Period		Value of Work Completed
			From	To	

Please use separate sheet if the space is insufficient.

F5: FORM OF TENDER

To : Town of Castor
4901-50ave
Castor, AB
TOC OXO

Name(s) of Tenderer(s):¹
Address :

Attn:

TENDER NO: 2021-01

- 1 We, _____² (Company Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.
- 2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.
3. We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.
- 4 We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.
- 5 OUR TENDER OFFER IS VALID FOR 3 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.
- 6 We agree that as and when requested by you, we shall extend the validity of this Tender Offer for one or more periods not exceeding in total 1 calendar month.
- 7 Our Contract Price for the goods and/or services to be supplied by us is \$ _____(Canadian Dollars)
- 8 An itemized breakdown of the Contract Price for the goods and/or services is given in the priced schedule attached.
- 9 We further undertake to give you any further information which you may require.
- 10 We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of _____³ (Insert Name of firm, company or consortium).

Dated this _____ day of _____, 201_____

Tenderer's (as *Principal/Agent)
Company or Business Registration No⁴:

Tenderer's official
Stamp⁴:

Authorized Signature⁴
Name :
Designation :

(*Delete whichever is not applicable)

NOTICE: This Form of Tender duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION

⁴ The Lead Member's registration number, official stamp and authorised signature must be provided.

F6: PRICE BREAKDOWN

	Description	Quantity	Unit Rate S\$	Total Price S\$
<u>Brand Strategy and Brand Identity</u>				
1.	<ul style="list-style-type: none"> • Develop integrated marketing communications strategy and detailed implementation plan with timeline and milestones deliverables. • Provide counsel and consultation on broad <p>Note: If this item is included or incorporated into the costs of any of the items below, please indicate as so.</p>			
<u>Media Relations</u>				
2.	<ul style="list-style-type: none"> • Media Relations • Media Activities and Engagement • Content messaging and creation • Public Relations 			
<u>Marketing</u>				
3.	<ul style="list-style-type: none"> • Conceptualize marketing ideas and advertising materials, including roadshows, pop-up spaces and guerrilla marketing activities • Identify and propose advertisement channels, ad buys, and online media buys • Manage and execute all design and production of advertising materials, collaterals and print. • Identify and develop local and international marketing channels and strategy • Liaise with relevant agencies, parties on advertisement placement, license, fee, etc. 			
<u>Social Media</u>				
4.	<ul style="list-style-type: none"> • Influencer Outreach & Engagement – includes content creation for visuals, strategic counsel, Social Media Playbook, Response Guidelines, SOP for Social Media and identifying appropriate media buys for social media platforms • Social Media Monitoring • Campaign asset creation <p>Please list other services or items with the corresponding cost quotation.</p>			

S/N	Description	Quantity	Unit Rate S\$	Total Price S\$
<u>Marketing Campaign Development</u>				
5.	Please refer to expected deliverables listed in 2.2.2 (d) and list additional provision of other analytics and reports your agency will provide for this cost item quotation.			
<u>Project Management</u>				
6.	Please refer to expected deliverables listed in 2.2.2 (e)			
<u>Optional Items/Services</u>				
7.	Please list and describe. Please provide quotation as itemized cost for the Town's consideration.			
	Contract Price (excluding Goods and Services Tax)			

Note:

- Please state all costs under this Contract. All prices stated must be without Goods and Services Tax.