



**REGIONAL DISTRICT  
of Fraser-Fort George**

**Invitation to Quote  
ES-16-20  
Video Production for Landfill Promotion**

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The Regional District of Fraser-Fort George's Environmental Services is seeking quotations from qualified videographers to produce a series of short videos to promote and raise awareness about various aspects of the Foothills Boulevard Regional Landfill.

Three (3) hard copies of quotations will be received until **2:00 p.m. local time, July 8, 2016**, to the attention of the General Manager of Financial Services, at 155 George Street, Prince George BC, V2L 1P8. Quotations must include the Schedule of Prices/Services (page 4) and pages 5 and 6. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Invitation to Quote documents may be obtained on or after June 24, 2016:

- a) In a PDF (public document format) file format from the Regional District's website [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- b) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays.

Quoted prices must remain in effect for sixty (60) days after the closing date and time.

Quotations will be evaluated on the quoted price, bidder's experience, and proposal. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

No Contractor shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

Regional District's Right to Reject Quote

The Regional District reserves the right to reject any and all quotes; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favourable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a Quote contains a defect or fails in some way to comply with the requirements of the Invitation to Quote documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a quote submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District, unless declared in the bid submission.

By submitting this quote the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any quote submitted by a bidder that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being quoted.

#### Clarification Enquiries

Bidders finding discrepancies, errors, or omissions in this ITQ or requiring clarification on the meaning or intent of any part herein, should immediately request in written form, either by mail, email or fax, clarification from Rachael Ryder. Upon receipt of the written request for clarification, Miss Ryder will send written instructions. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the bidder's risk. **All such enquiries must be submitted up to 2:00 pm, July 8, 2016.**

**Addenda and amendments issued during the time of quoting will be signed by the bidder and included with the quote and will become a part of the quote documents.**

All inquiries relating to this Invitation to Quote must be directed to:

Rachael Ryder, Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
Phone: 250-960-4400  
Fax: 250-562-8676  
Email: [rryder@rdffg.bc.ca](mailto:rryder@rdffg.bc.ca)

### **BIDDER CHECKLIST**

Before submitting your quotation, check the following points:

- Are there three (3) hard copies of the quote and supporting documentation? \_\_\_\_\_
- Is the Schedule of Prices/Services completed and has it been signed? \_\_\_\_\_
- Are the following pages included?
  - Tax Information \_\_\_\_\_
  - Relevant Professional Experience in Similar Work? \_\_\_\_\_
  - List of Contractor's Personnel \_\_\_\_\_
  - Any Addendums that were issued (have they been signed)? \_\_\_\_\_
- Supporting documents attached? \_\_\_\_\_
- Are the documents complete and contained in a **sealed** envelope? \_\_\_\_\_

***Note: Your quotation may be disqualified if ANY of the applicable foregoing points have not been complied with.***

Ensure that the Quote is in a **sealed** envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George BC V2L 1P8
- Invitation to Quote ES-16-20  
Video Production for Landfill Promotion
- Bidder's name, address and contact information.

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**SCHEDULE OF PRICES/SERVICES**

To supply all necessary equipment, labour, materials, supervision, and all things necessary to produce 4 short videos to promote and raise awareness about various aspects of the Foothills Boulevard Regional Landfill in accordance with the attached Service Agreement.

1) Price (GST not included):

a) Lump sum quoted price for video production (GST not included)    \$\_\_\_\_\_

Is GST Payable?     Yes     No

Goods and Services Tax Registration Number: \_\_\_\_\_

(If GST Registrant)

WorkSafeBC Registration Number: \_\_\_\_\_

**TAX INFORMATION**

**GOODS AND SERVICES TAX INFORMATION**

The following must be completed:

Supplier: \_\_\_\_\_  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_  
POSTAL CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
FAX NUMBER \_\_\_\_\_

Are you a GST Registrant? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

If NO, please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under Section 148 of the legislation
- Other: Specify \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON PRINT NAME

\_\_\_\_\_  
TITLE DATE



**RELEVANT PROFESSIONAL EXPERIENCE IN SIMILAR WORK**

(Attach additional information if necessary)

Year	Work Performed	Reference Contact (name and phone number)	Value

### **Introduction**

Of all the services the Regional District provides, solid waste management is the one that impacts the largest amount of people in the region on a regular basis. It is also one of the most complex and scientific services provided. Most people don't know what goes on behind the scenes once garbage is picked up from the curb.

Through a proactive communications program that seeks to put a spotlight on a number of different facets of the Foothills Boulevard Regional Landfill, the Regional District wants to increase the public's understanding of how the landfill operates. The videos will be posted to the Regional District website and through the Regional District social media channels.

### **Scope of Services**

In order to increase awareness, the Regional District is seeking proposals for the production of four videos, each featuring a different aspect of the landfill operations. The four themes of the videos are

- General overview of the landfill
- Landfill entrance relocation project
- Landfill gas capture system
- Compost operations

The project will include:

- i. Filming and production of four videos, each no longer than 2 minutes in length
- ii. Set up and filming (scripting and cast provided by the RDFFG),
- iii. Editing and any post production work
- iv. Delivery of final product in a format compatible with posting to social media

The RDFFG will retain all rights to the videos and images contained therein.

### **Work Plan and Schedule**

The proponent must provide a work plan, setting out a clear methodology and timeline. The work plan is to include a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task. It is expected that the project will be completed by August 26, 2016, though each video may be submitted as it is completed.

### **Fee Structure**

The proponent must specify the fees required to satisfy the work plan and methodology. Clearly identify and detail all costs for the outlined services. Proposals should not exceed \$10,000. The proponent is not required to travel outside of Prince George for this project.

### **Other Requirements**

The proponent will provide and maintain Comprehensive General Liability Insurance, acceptable to the Regional District and subject to the limits of not less than two million dollars (\$3,000,000) inclusive, per occurrence for bodily injury, death and damage to property including the loss thereof.

The Regional District will be named as Additional Insured on all Comprehensive General Liability Insurance policies.

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## SERVICE AGREEMENT

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BETWEEN:

The **REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the Local Government Act and having its business office located at:

155 George Street,  
Prince George, BC V2L 1P8

(herein called the "REGIONAL DISTRICT")

AND:

(*Service Provider Name*), a company duly incorporated under the laws of British Columbia and having a place of business at:

(*Service Provider Address*)

(herein called "SERVICE PROVIDER")

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

### 1. SCOPE OF SERVICE

The REGIONAL DISTRICT requires Services that may include, but are not limited to, the following:

- i. Filming and production of four videos, each no longer than 2 minutes in length
- ii. Set up and filming (scripting and cast provided by the RDFFG),
- iii. Editing and any post production work
- iv. Delivery of final product in a format compatible with posting to social media

Services will commence upon award and signing of this Service Agreement. A start date for the commencement of the outlined services will be mutually agreed upon by the REGIONAL DISTRICT and the SERVICE PROVIDER, with work to be completed by August 24, 2016.

### 2. TERM AND TERMINATION

The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The SERVICE PROVIDER or the REGIONAL DISTRICT may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

### 3. NOTICE OF DEFAULT

If the SERVICE PROVIDER is in default of the performance of any of its material obligations set out in this Agreement, then the REGIONAL DISTRICT may, by written notice to the SERVICE PROVIDER, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the REGIONAL DISTRICT in its sole discretion, have not been taken to correct the default, the REGIONAL DISTRICT without limiting any other right it may have, may immediately terminate this Agreement.

The REGIONAL DISTRICT shall compensate the SERVICE PROVIDER for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the SERVICE PROVIDER in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the SERVICE PROVIDER prior to the termination of the Agreement, will be provided to the REGIONAL DISTRICT within ten (10) business days of the termination date.

#### **4. CONTRACT PRICE**

The SERVICE PROVIDER will be compensated \$XX,XXX.

The REGIONAL DISTRICT shall pay to the SERVICE PROVIDER, within thirty (30) days of receipt of an invoice from the SERVICE PROVIDER, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued for each individual site and must be recorded on the invoice from the SERVICE PROVIDER.

Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the SERVICE PROVIDER has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the SERVICE PROVIDER under this section until the SERVICE PROVIDER has completed the milestone event.

Where the REGIONAL DISTRICT is not satisfied with the Services provided by the SERVICE PROVIDER, the REGIONAL DISTRICT may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the REGIONAL DISTRICT by other persons.

#### **5. INSURANCE**

The SERVICE PROVIDER, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Agreement term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the SERVICE PROVIDER) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The SERVICE PROVIDER must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Agreement:

1. Commercial General Liability (CGL). Written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Agreement. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the SERVICE PROVIDER in an amount not less than \$2,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000.
4. Equipment insurance on all equipment owned or rented by the SERVICE PROVIDER to its full insurable value.

#### **6. WORKSAFEBC**

Prior to undertaking any of the Work in this Agreement, the SERVICE PROVIDER will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Agreement amount. Where the SERVICE PROVIDER is delinquent in WorkSafeBC

assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The SERVICE PROVIDER will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

Where the SERVICE PROVIDER may not be eligible for WCB coverage, the SERVICE PROVIDER should provide a copy of a letter from WorkSafeBC confirming ineligibility.

## **7. STANDARD OF CARE**

The SERVICE PROVIDER will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the SERVICE PROVIDER's profession currently practicing in the same locality under similar conditions.

## **8. INDEPENDENT CONTRACTOR**

The SERVICE PROVIDER shall be fully independent and shall not act as an agent or employee of the REGIONAL DISTRICT. The SERVICE PROVIDER shall be solely responsible for its employees, and any subcontracts the SERVICE PROVIDER lets, and for their compensation, benefits, contributions, and taxes, if any.

## **9. INDEMNITY**

The SERVICE PROVIDER shall release, indemnify, defend and save harmless the REGIONAL DISTRICT, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the SERVICE PROVIDER's breach of this Agreement or the negligent acts or omissions of the SERVICE PROVIDER or its employees, contractors or agents.

## **10. CHANGES**

The REGIONAL DISTRICT may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the SERVICE PROVIDER's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the REGIONAL DISTRICT shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the SERVICE PROVIDER or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

## **11. NOTICE**

Any notices related to this Agreement shall be in writing and either mailed, or delivered to the address on Page 1 of this Agreement, or other such addresses that either the REGIONAL DISTRICT or the SERVICE PROVIDER may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

## **12. FORCE MAJEURE**

Where the SERVICE PROVIDER's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the SERVICE PROVIDER, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the SERVICE PROVIDER shall be suspended during the period of Force Majeure. The REGIONAL DISTRICT shall grant to the SERVICE PROVIDER a time extension for

performance of any milestone dates required as part of the Services as may be agreed with the SERVICE PROVIDER or, if the REGIONAL DISTRICT and the SERVICE PROVIDER are unable to reach agreement, as determined by the dispute resolution process under section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the SERVICE PROVIDER's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the REGIONAL DISTRICT shall increase the amount of the service fee payable to the SERVICE PROVIDER under section 4 of this Agreement, as may be agreed by the SERVICE PROVIDER, or as determined under section 16 of this Agreement. If the event of Force Majeure results in a material increase in the cost of the Work to be performed in respect of which the SERVICE PROVIDER is providing the Services, then the REGIONAL DISTRICT may choose not to proceed with the completion of the Work and may terminate this Agreement. If the REGIONAL DISTRICT terminates this Agreement, then it shall compensate the SERVICE PROVIDER in accordance with section 4 of this Agreement.

### **13. INSTRUMENTS OF SERVICE**

All reports, drawings, plans, or other documents (or copies) furnished to the SERVICE PROVIDER by the REGIONAL DISTRICT will be returned to the REGIONAL DISTRICT upon completion of the Services. The SERVICE PROVIDER may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the SERVICE PROVIDER under this Agreement are instruments of service. The SERVICE PROVIDER may retain one (1) copy of all documents produced for the REGIONAL DISTRICT under this Agreement.

### **14. REGIONAL DISTRICT'S RESPONSIBILITIES**

The REGIONAL DISTRICT agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the REGIONAL DISTRICT with the SERVICE PROVIDER.

The REGIONAL DISTRICT shall release, indemnify, defend, and save the SERVICE PROVIDER harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the REGIONAL DISTRICT's breach of this Agreement; (ii) the negligent acts or omissions of the REGIONAL DISTRICT or its employees, contractors, or agents.

### **15. ASSIGNMENT AND SUBCONTRACTING**

This Agreement does not create any right or benefit in anyone other than the REGIONAL DISTRICT and the SERVICE PROVIDER and shall not be assigned by either party without the prior written approval of the other party.

### **16. DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the SERVICE PROVIDER and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the SERVICE PROVIDER and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the SERVICE PROVIDER and the REGIONAL DISTRICT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the SERVICE PROVIDER and the REGIONAL DISTRICT may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of BRITISH COLUMBIA.

### **17. WAIVER OF TERMS AND CONDITIONS**

The failure of either the SERVICE PROVIDER or the REGIONAL DISTRICT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the SERVICE PROVIDER or the REGIONAL DISTRICT of any breach of

the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**18. SEVERABILITY**

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

**19. GOVERNING LAWS**

This Agreement shall be governed and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

**20. ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire understanding and agreement of the SERVICE PROVIDER and the REGIONAL DISTRICT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The REGIONAL DISTRICT and the SERVICE PROVIDER agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Charge of Work Order.

**21. RELATIONSHIP**

The legal relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT to be that of employee and employer.

This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

SIGNED ON BEHALF OF THE  
**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Date

DULY AUTHORIZED SIGNATORY FOR  
(SERVICE PROVIDER NAME)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name