



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE FACILITY SERVICE PROVIDER

December 6, 2023

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
HOUSEHOLD HAZARDOUS WASTE FACILITY SERVICE PROVIDER

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
VEHICLE WEIGH SCALE SOFTWARE MANAGEMENT SYSTEM

DEFINITIONS

“CONTRACTOR or CONSULTANT” means the Proponent whose Proposal has been accepted by the Regional District and is awarded a contract by the Regional District to carry out the Work.

“HOUSEHOLD HAZARDOUS WASTE (HHW)” means hazardous RESIDENTIAL SOLID WASTE materials including but not limited to: paint thinner, solvent, pesticides, pesticide containers, corrosive liquid (inorganic acids & caustics), aerosol cans, inorganic oxidizers, organic solids (toxic solids), flammable/toxic liquids, mercury or materials containing mercury, cyanide, reactive chemicals (to air and water), and organic peroxides.

“PROPONENT” means the responder to this RFP.

“PROPOSAL” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“REGIONAL DISTRICT or RDOS” means the Regional District of Okanagan-Similkameen.

“Prime Contractor” means Proponent for the area of House Hold Hazardous Waste Area.

“RFP” means this Request for Proposals.

“WORK” means and includes anything and everything required to be done for fulfillment and Completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1 PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) requires a Service Provider for the Campbell Mountain Sanitary Landfill (CMSL) Household Hazardous Waste (HHW) Facility.

This Request for Proposals (RFP) outlines the basic requirements of the RDOS for the provision of services to operate a HHW collection and disposal program at the CMSL.

The successful Proponent will carry out work under a specifically negotiated contract with the Regional District, based on the preferred Proponents’ Proposal, and taking into account the options presented by the Proponent and the needs of the Regional District.

This RFP is an opportunity for Proponents to provide a detailed submission that clearly describes the Proponents ability to meet the requirements as specified in the RFP as a minimum and provide any additional information that the Proponent considers important to the Regional District in evaluating their service offering.

1.2 BACKGROUND

In order to protect the local environment by diverting HHW from disposal in the sanitary landfill, the Regional District established a permanent HHW Collection Facility which became operational in 2005. This facility provides the residents of the region with the opportunity to discard unwanted HHW in a controlled and regulated manner. This facility has incorporated several Extended

Producer Responsibility (EPR) Programs most notably Product Care and BCUOMA Collection Programs.

The focus of this RFP is the collection of HHW Materials not covered by existing or contemplated EPR Programs. It is the intention of the Regional District to incorporate new EPR Programs as they become available. The Regional District reserves the right to seek more economical means (industry or in-house stewardship programs) of dealing with HHW and to remove products from the HHW Contract as these are implemented.

This RFP has been developed to solicit Proposals for the ongoing training, collection, transportation and disposal functions of this facility. The operations contract will include ongoing training of RDOS Staff in the on-site in-house acceptance, sorting and interim storage of HHW and overall health and safety of facility operation. The ownership, bulking, packing, transportation and disposal of collected HHW will be the sole responsibility of the Proponent.

1.3 FACILITY DETAILS

The HHW facility is located 5 km. northeast of Penticton off Reservoir Road at the Campbell Mountain Sanitary Landfill. The HHW Facility was established at the landfill in the spring of 2005. It consists of a building with a concrete floor slab and metal clad external walls. For the collection of HHW there are four covered hazardous material storage bunkers divided by concrete block walls. The bunkers are secured by metal cross-link gates. The concrete floor of the bunkers is sloped to the rear to allow for containment in the event of a leak or spill. The enclosed bays do not extend to the limits of the roof enhancing ventilation. The public does not have access to the secured bunkers the roof area extends beyond the bunkers providing a covered drop off area. The facility is fitted with a fire alarm and monitored by a security camera. In addition to the HHW Storage and Receiving areas the building also houses two landfill offices and a storage area.

1.4 CURRENT OPERATIONS

Currently landfill customers delivering residential quantities of HHW are directed by the scale house to deposit the materials in the receiving area in front of the Bunkers. RDOS staff (Service Provider Trained) Identify and sort the HHW into the appropriate categories and place the materials for storage in the appropriate bunker. When bunkers are approaching capacity the service provider is notified and a Service Event is scheduled. The Service Provider arrives at the Facility, the collected HHW is lab packed, and generator manifests are completed followed by transport to appropriate processing or destruction facilities.

2. INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

Proposals will be accepted in hardcopy and/or by email. If submitting by hardcopy please enclose three (3) copies.

The Proposals and their envelopes should be clearly marked with the name and address of the

Proponent, the RFP program title, and be addressed to the following:

Attention: Michael Cross

**Solid Waste Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

and/or

Proposals, including the name and address of the Proponent and the RFP program title may be emailed to the following:

Attn. Michelle Goldsberry Solidwaste@rdos.bc.ca

Proposals must be received on or before the **Closing Time** of:

TIME: 3:00 PM local time
DATE: December, 20, 2023

It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax: **250.492.0063 Attention: Michael Cross**
Email: **Michael Cross – solidwaste@rdos.bc.ca**
Hard copy: **Attention: Michael Cross**

**Solid Waste Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

It is the Proponent's sole responsibility to ensure the revisions are received by the Regional District prior to the Time of Closing.

Proposals received after the Closing Time will not be accepted or considered and will be returned.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Regional District project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District.

All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3 GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue Addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.3 PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District. The Regional District may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Consulting Services Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address, email and telephone number of the submitting office of the Proponent and where applicable, the name, address, email and telephone number of any branch office, affiliate or sub consultant(s) that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and professional discipline. Describe the work to be performed by the project manager, his/ her qualifications and substantive experience directly related to the proposed Work.
- Proposed Project Team: The Proposal shall list key individuals including the project manager who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of education and substantive experience directly related to the proposed project.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, and budget to ensure quality control.

How will the environmental aspects be managed? Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternative, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.

- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

3.11 SUBCONTRACTORS AND SUB CONSULTANTS

The Proposal shall include the company name of all subcontractors and sub consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and sub consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and sub consultants prior to acceptance of the Proposal.

3.12 PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes. RDOS may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

3.13 WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4 SCOPE OF WORK

To facilitate this program the RDOS requires the proponent to provide the following services:

- Review the existing protocol for waste acceptance and waste profiling and propose amendments where required.
- Ongoing Training of RDOS staff for acceptance of HHW at the site.
- Provide specifications for suitable storage and containment of the materials while on site.

- On an appropriate frequency determined by the RDOS provide preparation bulking and packaging of HHW for transportation off-site.
- Provide transportation of the HHW to suitable and approved disposal/reuse centers.
- Provide health and safety procedures for staff and users in accordance with all applicable guidelines and regulations.
- Assist Staff in maintaining the site and facility in a safe and clean condition.
- Ensure that classifications, volumes and term of storage requirements are in accordance with all appropriate regulations.

4.1 OPERATIONS PLAN

The Proponent shall include a plan detailing how the operation of the HHW Facility is to be conducted in their Proposal.

4.2 MATERIALS ACCEPTED

The purpose of the HHW Collection Facility is to collect HHW materials not included in current Extended Producer Responsibility (EPR) Programs. With the exception of Explosives and Radioactive Materials

The Proponent is required to provide a procedure on how to deal with these unacceptable materials if they arrive.

The Proponent shall list any materials that they propose to accept at the site **(10. FEES AND DISBURSEMENTS PAYMENT STRUCTURE)**.

4.3 HHW SAFETY AND HANDLING PROCEDURES

The Proponents Proposal shall address the following:

a) Screening and Acceptance:

- The Proponent shall provide a detailed plan for screening and identifying materials before they are accepted and the process for labelling and categorizing for safe storage of materials.

b) Storage Considerations:

- The Proposal will analyze and indicate the segregation categories in the four storage bays, (specify material categories per each of four bunkers) ensuring that materials which are incompatible (e.g., fuels and oxidizers) are handled and stored in a manner that prevents them from mixing in the event of a spill or container leakage. The guiding principle shall be safety and containment.
- The Proposal shall provide detailed specifications that will ensure all materials collected at the facility are handled and stored (provide shelving & containment

specifications) in a manner that is compatible with and resistant to degradation to safely contain the HHW received.

Storage at the site shall not exceed the density or volume allowed for a specific material by the BC Environmental Management Act. Prior to exceedances, the materials must be shipped to a recycler or for disposal at an approved facility. The RDOS reserves the right to require more or less frequent shipment of materials.

c) Spill Containment and Control:

- The Proponent shall provide a detailed list of materials and quantities required to contain spills. This will include at a minimum: fire extinguishers, absorbents, and neutralizing agents appropriate for the different types and containment of the volumes of HHW materials stored at the facility.
- The Service Provider must provide training in the safe and effective use of spill containment materials.
- The Proponent must provide a 24/7 emergency contact and an emergency response protocol.

The Regional District at its expense will be responsible for the provision of all materials required to contain spills. If this spill containment requires physical structures or facilities to be purchased or built, the Service Provider shall provide the RDOS with precise specifications and the Regional District will consider installing the containment required. Emergency equipment and materials will be maintained on the site by the Regional District in good working condition, based upon requirements and specifications provided by the Service Provider to the RDOS.

d) Personal Protective Equipment (PPE) including Respiratory Protection (Appendix C):

- The Proposal shall include a review of the current Personal Protective Equipment (PPE) Policy for the facility.

The RDOS will purchase and maintain all identified on-site safety and operational equipment [i.e. eye wash, signage, fire extinguishment, gloves, respirators, etc.] The Service Provider shall advise as to what equipment is required.

4.4 PACKAGING, TRANSPORTATION AND FINAL DESTINATION OF HHW MATERIALS

- The Proponent will detail the procedure by which they will perform on-site packing, removal and transportation of HHW materials collected
- The Proponent is required to detail all manifests and chain of custody protocols.
- The Proponent must identify the final destination location for all materials collected.

4.5 STAFF TRAINING AND FACILITY INSPECTIONS

The Service Provider shall ensure that all facility employees and RDOS/Operators receive adequate training and instruction necessary to safely perform the duties required to meet the processes detailed in **4.3 HHW HANDLING PROCEDURES**. Records of all workplace training and education shall be maintained by the Service Provider for future reference.

The Service Provider shall perform regular (i.e. per Service Event) inspections of the facility for the purpose of identifying hazards that could result in worker injury or illness.

The Proposal shall provide a template facility inspection checklist to be used as a guide during the inspections.

Completed checklists will be posted for review by site personnel. Any unsafe or harmful condition found in the course of an inspection shall be brought to the attention of the RDOS and remediated without delay.

4.6 FACILITY HEALTH AND SAFETY PLAN

Notwithstanding any regulatory requirement, the Service Provider shall develop and implement an effective, written Facility Health and Safety Plan (FHSP) to be used as a resource for the minimization of site hazards and the prevention of injuries to site staff and the public.

5. REGULATORY COMPLIANCE

The Service Provider shall ensure that the facility operates in compliance with all Federal and Provincial Regulations including but not limited to Transportation of Dangerous Goods (TDG) Act, The Environmental Management Act, The Occupational Health and Safety (OHS) Regulation and the BC Fire Code.

6. OWNERSHIP OF WASTE

The Service Provider for the facility shall agree to take ownership of the waste once it is removed from the Campbell Mountain Household Hazardous Waste Facility and relieve the Regional District of any liability associated with the waste in so far as is permissible under Provincial and Federal Legislation.

7. DOCUMENTATION AND REPORTING

Annual Report indicating volumes of each category of waste materials of HHW collected and disposed. The Regional District requires that HHW volumes are to be presented in kilograms.

8. CERTIFICATION

Please include within the Proposal any information on applicable certification related to this project and training.

9. DURATION OF CONTRACT (Appendix D – Draft Agreement)

The RDOS intends to sign a contract with the preferred Proponent for a term of five (5) years. If both parties agree, this term may be extended for up to an additional two (2) years.

10. STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent’s responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

11. FEES AND DISBURSEMENTS PAYMENT STRUCTURE

It is requested that Proponents provide the material types and costs per collection event (Example below):

1. List of all non-EPR Program materials that they propose to collect
 - * Please refer to Appendix “B” for a list of common HHW Categories do not limit column
 - 1) MATERIAL to Appendix “B” products (if not listing please explain)
 - * Please list all products that will be identified and separated for EPR Program inclusion.
2. A) Indicate the unit of measurement
B) Unit cost
3. A) Lab Pack Type (Drum or Container)
B) Cost per Lab Pack Unit (Handling Fee)

(See sample table below – Use cost sheet on next page)

1) MATERIAL	2) PER UNIT Quantity	2a) Unit Price	3) HANDLING FEE PER DRUM or CON	3a) Cost Per DR/CON
Waste Non Reg. Liquids	L.	\$	CON	\$
Waste Oxidizing Solids, N.O.S.	Kg.	\$	DR	\$

**All

Fees as indicated do not show GST or PST

The Proponent shall also include all additional costs and frequency of charge (Annual, Monthly, Per Event etc.) for additional costs. (Frequency _____ Cost \$_____)

- 1) Documentation (Manifests etc.)
- 2) Contract Administration (Site Inspection, Reporting etc.)
- 3) Training

**All Fees as indicated do not show GST or PST

It is the intention of the Regional District that the Prices submitted in the Proposal will be adjusted annually on the date of contract commencement based upon the percentage change in the “British Columbia Consumer Price Index, Annual Averages, All-items” published by Statistics Canada for the average increase/decrease of the immediately preceding year, if the percentage change is positive, no adjustment will be made if the percentage change is negative.

	1) MATERIAL	2) PER UNIT QUANTITY	2a) UNIT PRICE	3) HANDLING FEE PER DRUM/CONTAINER	3a) COST PER DRUM/CONTAINER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

2					
3					
2					
4					
2					
5					
2					
6					
2					
7					

COST SHEET (Use second sheet if needed)

APPENDIX “A”

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent’s Name: _____			
Project Title: HOUSEHOLD HAZARDOUS WASTE FACILITY SERVICE PROVIDER			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Rates provided		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	5	
	Past Performance / References	5	
	Resources	10	
Proposal (30-50 points)	Scope	10	
	Methodology	15	
	Environmental Performance	5	
	Scheduling	5	
	Project Team - Level of Effort	N/A	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (25% weight)	30	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP’s) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. The Evaluation Team members shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) **Qualifications of Firm and Project Team Members**
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) **Experience of Firm and Project Team Members**
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) **Past Performance**
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) **Resources**
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) **Scope**
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) **Environmental Performance [see criteria below]**
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) **Scheduling**
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) are problems or delays accounted for? Is timing realistic for the project?
- (v) **Project Team**
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) **Clarity of Proposal**
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded In cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. “green benefits” such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
- (vi) If acquisition of the alternative product at the higher cost is approved purchase the alternate product; if not purchase the conventional products.

APPENDIX "B"

Common Hazardous Waste Categories

Adhesives
Toxic Liquid (Waste Fertilizer)
Aerosols
Waste Undercoat/Tar
Butane
Carbon Dioxide
Compressed Gas, Flammable (Waste Butane)
Corrosive Liquid (Acetic & Organophosphorus Acids)
Corrosive Liquid (Acetic Acid/Organo Phosphorus)
Corrosive Liquid (Acid Labpack)
Corrosive Liquid (Base Labpack)
Corrosive Liquid (Hydrofluoric Acid)
Corrosive liquid, Oxidizing (Nitric Acid)
Corrosive liquid, Toxic (Waste Thiorea/Sulfamic Acid)
Corrosive Solid (Acid Labpack)
Corrosive Solid (Waste Base Labpack)
Corrosive Solid (Waste Sodium Bisulphate)
Cyanides, Inorganic Solid
Flammable Liquid (Alcohols & Thinners)
Flammable Liquid (Waste Xylene/Toluene)
Flammable Liquid, Corrosive (Acidified Ethyl Alcohol)
Flammable Liquid, Corrosive (Waste Xylene/Toluene)
Flammable Liquids
Flammable Solid (Sulphur)
Solvent
Flammable Toxic Liquids
Mercury Debris
Non-Reg Liquid (Grout & Putty)
Non-Reg Liquid (Sealers/Acrylic Liquids)
Non-Reg Solid (Drywall Compound/Lime/Mortar/Metal)
Non-Reg Solid (Grout & Putty)
Non-Reg Solid (Plastic Containers & Lime)
Organic Peroxide, Type D
Organic Solids (Toxic Solids)
Oxidizing Liquid (Hydrogen Peroxide)
Oxidizing Liquid (Sodium Hypochlorite)
Oxidizing Solid
Oxidizing Solid (Calcium Hypochlorite)
Paint Related Materials
Solids Containing Corrosive Liquid (Absorbent with Muriatic Acid)
PCB Ballasts
Trichlooisocyanuric Acid, Dry
Sodium Hydrosulphite
Toxic liquid (Waste Poisonous Labpack)
Toxic Solid (Waste Pesticide/Insecticide Labpack)
Water Reactive Solid

APPENDIX "C"

Work Place PPE: Household Hazardous Waste Facility

Position: Landfill Spotter/Inspector

The RDOS Sanitary Landfill Spotter/Inspector; when performing work as required for the separation, transporting and appropriate storage of Household Hazardous Waste materials is required to wear the following PPE; Gloves, Footwear, Protective Apron, Face Shield Visor and under specific conditions a Half Facepiece Respirator fitted with MultiGas/Vapour Cartridge/P100Filters. (See Respirator)

The Household Hazardous Waste Receiving and Storage Facility includes:
HHW Storage Bunkers, Used Oil Facility, Product Care Facility and Fluorescent Light Facility

1. Gloves:

Appropriate gloves are to be worn at all times while conducting the duties of Sanitary Landfill Inspector/Spotter at the Sanitary Landfill Household Hazardous Waste Facility.

Appropriate gloves for HHW handling purposes consist of chemical resistant gloves made of high performance nitrile compound possessing separate sheaths or openings for each finger and the thumb, which cover the lower forearm and are flexible enough to meet dexterity requirements. Upon completion of the sorting, transport and storage of HHW the gloves are to be disposed of in an environmentally sound manner.

2. Footwear:

Appropriate footwear is to be worn at all times while conducting the duties of Sanitary Landfill Inspector/Spotter at the Sanitary Landfill Household Hazardous Waste Facility.

To protect the worker from the spillage of Household Hazardous Waste materials on the required protective footwear RDOS Inspector/Spotters when placing deposited HHW in proper containment areas shall; cover footwear with Protective Footwear covers. Upon completion of the sorting, transport and storage of HHW the skid-resistant protective footwear cover is to be disposed of in an environmentally sound manner.

3. Protective Apron:

An apron is an outer protective garment that covers primarily the front of the body. It may be worn for hygienic reasons as well as in order to protect clothes from wear and tear. The apron is commonly part of the uniform of several work categories to protect workers clothes from damage, Chemical Resistant aprons are commonly used by persons working with dangerous chemicals.

To protect the worker from the spillage of Household Hazardous Waste materials on the torso area, prior to commencement of handling of deposited HHW, RDOS Inspector/Spotters must

don a protective Apron. Upon completion of the task the Protective Apron shall be cleaned and stored in accordance with the manufacturer's specification.

4. Face Shield Visor:

A face shield is a device used to protect wearer's entire face (or part of it) from impact hazard such as flying objects and road debris, chemical splashes (in industry), or potentially infectious fluid (in medical).

To protect the worker from the potential splash or spray of Household Hazardous Waste materials on the face, prior to commencement of handling of deposited HHW, RDOS Inspector/Spotters must don a protective Face Shield Visor. Upon completion of the task the Face Shield Visor shall be cleaned and stored in accordance with the manufacturer's specification.

Eye and Face Protectors, CSA Standard Z94.3-02.

5. Respirator:

It is mandatory that a Half Facepiece Respirator fitted with MultiGas/Vapour Cartridge/P100 Filters is worn by the Sanitary Landfill Inspector/Spotter when leaking chemical containers, spilled chemicals or chemical fumes are encountered at the Household Hazardous Waste Facility. The Sanitary Landfill Inspector/Spotter may also wear a respirator at all other times if desired due to personal sensitivities.

"Occupational Health and Safety Regulation, Part 8 Respirators"

8.32 When respirator required

If a worker is or might be exposed in a workplace to an air contaminant the employer must provide an appropriate respirator and ensure that the worker uses an appropriate respirator

8.33 Selection

- (1) The employer, in consultation with the worker and the occupational health and safety committee, if any, or the worker health and safety representative, if any, must select an appropriate respirator in accordance with CSA Standard CAN/CSA-Z94.4-93, Selection, Use, and Care of Respirators.*
- (2) Only a respirator which meets the requirements of a standard acceptable to the Board may be used for protection against airborne contaminants in the workplace.*

8.40 Fit tests

- (1) A respirator which requires an effective seal with the face for proper functioning must not be issued to a worker unless a fit test demonstrates that the facepiece forms an effective seal with the wearer's face.*
- (2) Fit tests must be performed in accordance with procedures in CSA Standard CAN/CSA-Z94.4-02, Selection, Use, and Care of Respirators.*

(2.1) A fit test must be carried out

(a) Before initial use of a respirator,

(b) At least once a year,

(c) Whenever there is a change in respirator facepiece, including the brand, model, and size, and

(d) Whenever changes to the user's physical condition could affect the respirator fit.

(3) Other personal protective equipment that is to be worn at the same time as a respirator and which could interfere with the respirator fit must be worn during a fit test.

8.44 Records

The employer must maintain a record of fit test results and worker instruction,

A respirator is a device designed to protect the wearer from inhaling harmful dusts, fumes, vapors, or gases. Air-purifying respirators are used against particulates (such as smoke or fumes), gases, and vapors that are at atmospheric concentrations less than immediately dangerous to life and health.

The air-purifying respirator class includes: negative-pressure respirators, which acts passively on air inhaled by the wearer using mechanical filters and chemical media.

RDOS assigned Respirator masks are 3M Model 6200/07025 they are replaceable-cartridge, multiple-use models. Two cartridges attach securely to a mask which has built into it a corresponding number of valves for inhalation and one for exhalation.

A typical organic vapor respirator cartridge is a metal or plastic case containing from 25 to 40 grams of sorption media such as activated charcoal or certain resins. RDOS assigns MultiGas/Vapour Cartridge/P100 Filters. These cartridges remove gases, volatile organic compounds (VOCs), and other vapors from breathing air by adsorption, or chemisorption.

The service life of the cartridge varies based, among other variables, on the carbon weight and molecular weight of the vapor and the cartridge media, the concentration of vapor in the atmosphere, the relative humidity of the atmosphere, and the breathing rate of the respirator wearer.

If a cartridge is damaged, soiled or breathing becomes difficult due to restricted air flow **leave the area immediately** and replace the cartridge/filter

APPENDIX "D"

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202_.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

NAME

ADDRESS

ADDRESS

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the RDOS issued the Request for Proposals for _____ the ("RFP"); dated _____ ;

AND WHEREAS the Contractor submitted a Proposal in response to the RFP (the "Contractor's Proposal") dated _____ , _____ .

AND WHEREAS the RDOS and the Contractor wish to set out clearly their mutual rights and obligations;

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties covenant and agree with each other as follows:

Article 1 CONTRACT DOCUMENTS

- 1.1** The following documents, together with this Contract Agreement, shall constitute the Contract:
- 1) Request for Proposals (RFP)
 - 2) Proposal Submission
 - 3) Prime Contractor
 - 4) Contract Forms:
 - Certificate of Insurance
 - WCB Clearance Letter
- 1.2** In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Article 1.1.

APPENDIX "D"

Article 2 Term

- 2.1 The parties hereto agree that the Term of this Contracting Services Agreement is for a three (3) year term commencing on _____, ____ to _____, _____. Both parties shall have the option to extend the Contract for a further period of up to 2 (two) years, if mutually agreeable. For the two-year extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

Article 3 Contractor's Duties

- 3.1 The Contractor shall provide to the Regional District all services as set out in the Request for Proposals, the Contractor's Proposal, clarifications to the Proposal and Contract Forms: Certificate of Insurance – Standard Certificate Form and WCB Coverage, which form part of this agreement.
- 3.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional standards applicable to the performance of such work at the time and place the work are performed.
- 3.3 The Contractor will coordinate with an assigned representative of the Regional District prior to starting the work and will meet at least annually with the Regional District, or as required, to review the work and components of health and safety.

Article 4 Fees and Disbursements

- 4.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 4.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 4.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 4.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.
- 4.5 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

APPENDIX "D"

- 4.6 Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 4.7 The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission. Annually on the anniversary of Contract commencement the prices shall be increased by the amount obtained by multiplying such amounts by the percentage change in the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12-month period, the percentage increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the Contract commencement date, the Contract Price from the previous year shall continue to apply and the Contract Price shall then be adjusted, if necessary, after the CPI index becomes available.

Article 5 Special Tools and Equipment

- 5.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.

Article 6 Termination and Suspension

By the Regional District:

- 6.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.

- 6.2 If the Regional District decides for any reason not to proceed with the Work, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

APPENDIX "D"

By the Contractor:

- 6.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 6.4 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 7 Compliance With Laws

- 7.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

- 8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Certificate Form** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.:
- 8.2 General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance – Standard Certificate Form**.
- 8.3 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value. Detailed coverage is to be as specified on the provided

APPENDIX "D"

Certificate of Insurance - Standard Certificate Form.

- 8.4 The Contractor shall provide, maintain, and pay for Automobile Liability insurance on owned or on leased vehicle(s) with a minimum of \$5,000,000 on Personal Injury & Property Damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance - Standard Certificate Form**.
- 8.5 All Contractor shall at all times indemnify and hold harmless the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liabilities, losses, costs, damages, reasonable legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

Article 10 Independent Contractor

- 10.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

- 12.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

APPENDIX "D"

12.3 With each invoice submitted the Contractor will submit to the Regional District:

- Reports see (RFP **DOCUMENTS AND RECORDS**)
- Estimate of all fossil fuel consumption, including all subcontractors, for all equipment used.

Article 13 Successors and Assigns

13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Corporate Standing

14.1 The Contractor, if incorporated, is required to be in compliance with the *Business Corporations Act – BC Laws*. If incorporated, the RDOS will request a Certificate of Good Standing from the BC Corporate Registry.

Article 15 Written Notice

15.1 If either party desires to give notice to the other party, under or in connection with the Contract, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

REGIONAL DISTRICT at:

Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9

Attention: _____
Phone 250-490-4103
Fax: 250-492-0063
E-mail: info@rdos.bc.ca

CONTRACTOR at:

Attention: _____
Phone: _____
E-mail: _____

APPENDIX "D"

Article 16 Entire Agreement

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Contractor, by signing this agreement, is agreeing in writing to be the Prime Contractor for the Work and designated Work Area of the Site and agrees to perform all the duties and responsibilities of the Prime Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board. The Contractor shall be responsible for the securing the designated work area from the public, RDOS and other contractors on site (when working).
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

Article 17 Electronic Mail

- 17.1 This Agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this Agreement.