



Tire Stewardship of Saskatchewan

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**REQUEST FOR PROPOSALS FOR
THE COLLECTION & TRANSPORTATION OF
SCRAP TIRES FOR THE TIRE STEWARDSHIP OF
SASKATCHEWAN INC.**

Release Date: August 30, 2018
Closing Date: October 11, 2018
Closing Time: 3:00 PM (CST)

TABLE OF CONTENTS

1	INTRODUCTION	3
2	RFP TERMINOLOGY	3
3	PROJECT DESCRIPTION	4
4	INSTRUCTION TO PROPONENTS	5
5	PROPOSAL SUBMISSIONS	6
6	EVALUATION CRITERIA & PROCESS	8
7	GENERAL CONDITIONS & OTHER INFORMATION	9
	APPENDIX 1: MANDATE & ADDITIONAL CONTEXT	12
	APPENDIX 2: RECEIPT CONFIRMATION	18
	APPENDIX 3: PROPONENT IDENTIFICATION	19
	APPENDIX 4: PRICING OFFERS	20
	APPENDIX 5: ORGANIZATIONAL PRACTICES FOR INNOVATION & ENVIRONMENTAL CONSIDERATION	27
	APPENDIX 6: PROCEDURES FOR DELIVERY	28
	APPENDIX 7: NUMBER OF COLLECTION POINTS & TIRES (5 YEAR AVERAGE FROM 2013-2017)	30
	APPENDIX 8: SASKATCHEWAN HIGHWAY MAP	40
	APPENDIX 9: FORM OF COLLECTION AGREEMENT	41

1 INTRODUCTION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS

The Tire Stewardship of Saskatchewan Inc. (“**TSS**”) is a non-profit corporation which serves as the approved program operator for scrap tire management and recycling activities in Saskatchewan. TSS’ mission is to operate an efficient scrap tire recycling program across Saskatchewan that provides effective stewardship to avoid the safety and health hazards scrap tires can present, to improve our environment and to support industry and economic success to get the most value from consumer-paid tire recycling fees. TSS’ approved Product Stewardship Program for 2018-2020 identified TSS’ interest to move to a scrap tire zone collection model to increase accountability for timely service to Registered Retailers across the province, while creating efficiencies in transportation and reducing greenhouse gas emissions.

TSS has issued this Request for Proposals (“**RFP**”) with the objective of obtaining Proposals from Proponents seeking to provide Collection & Transportation Services (defined below) within Collection Zones (defined below) across Saskatchewan.

2 RFP TERMINOLOGY

2.1 DEFINED TERMS

In this RFP, the following terms have the respective meanings:

“Applicable Laws”	means any applicable federal, provincial or local law, regulation, bylaw ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Collection & Transportation Services or the performance of the Proponents obligations under this RFP, or any Collection Agreement, and includes any order, decree, authorization or approval or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing.
“Collection Agreement”	means the formal agreement to perform the Collection & Transportation Services, to be executed with one or more successful Proponents, as substantially set out in Appendix 9.
“Collection Zones”	means defined areas for Collection & Transportation Services in Saskatchewan as set out in Section 8 of Appendix 1 to this RFP.
“Collection & Transportation Services”	has the meaning given to “Services” in the Collection Agreement
“EMPA 2010”	means <i>The Environmental Management and Protection Act, 2010</i> or any successor or replacement Laws, and any regulations promulgated thereunder, including <i>The Scrap Tire Management Regulations, 2017</i> and <i>The Saskatchewan Environmental Code</i> and the standards adopted thereunder, or any successor or replacement laws.
“Proponent”	means a party or parties that has obtained a copy of this RFP and submits, or intends to submit, a Proposal in response to this RFP.
“Proposal”	means a submission by a Proponent to this RFP.
“PSP”	means the product stewardship program operated by TSS and approved by the Saskatchewan Ministry of Environment.

"Registered Processor"	means an individual or organization registered with, and contracted by, TSS to deliver scrap tire processing services.
"Registered Retailer"	means an individual or organization registered with TSS as a retailer and has contracted TSS to operate a PSP on such retailer's behalf.
"RFP"	means this Request for Proposals, as amended from time to time.
"Successful Proponent"	means the Proponent(s) selected by TSS for the Collection & Transportation Services for a certain area.
"TSS"	means Tire Stewardship of Saskatchewan Inc.

3 PROJECT DESCRIPTION

3.1 BACKGROUND INFORMATION

TSS wishes to engage one or more Proponents to provide Collection & Transportation Services within one or more Collection Zones. Currently there are six (6) Collection Zones established for the scrap tire zone collection model in Saskatchewan. Proponents may submit a Proposal for a single Collection Zone or submit multiple proposals for multiple Collection Zones.

Section 5.2 – Proposal Requirements is separated into Part A – Proponent Information and Part B – Collection Zone Information. All proponents must submit one Part A. Proponents submitting for multiple Collection Zones are to submit a separate response to Part B for each Collection Zone in which it seeks to provide Collection & Transportation Services. Part B pricing is to be expressed as a dollar amount per metric tonne.

Please review the Appendices for important information relevant to this RFP, including additional context, historical data on the Collection Zones and more.

3.2 DESIRED OUTCOMES

By moving to a scrap tire zone collection model, the desired outcomes for TSS include:

- increased service and improved accountability to Registered Retailers,
- increased transportation efficiencies (including a reduction of greenhouse gas emissions resulting from operation of the PSP),
- development of innovative and cost-saving collection and transportation methods, and
- a fair and competitive process.

3.3 STATEMENT OF PURPOSE

The intent of this RFP document is to provide the required background information regarding the scrap tire zone collection model and the Collection Zones, and allow for interested Proponents to provide a cost-effective, creative solution to providing Collection & Transportation Services in one or multiple Collection Zones.

Proponents are encouraged to come up with innovative solutions for the Collection & Transportation Services within a Collection Zone to reach the desired objectives of the TSS zone collection model. The proposed solution could involve a partnership between several Proponents or a third party. Interested parties are encouraged to submit a proposal, which must be completed to the specifications outlined in this RFP.

3.4 SCOPE OF WORK & EXPECTATIONS

TSS requests proposals from Proponents interested in providing Collection & Transportation Services in one or multiple Collection Zones. Each Successful Proponent will be required to:

1. Maintain positive relationships with all Registered Retailers located within the Collection Zone. This includes maintaining a high-degree of professionalism and accountability.
2. Provide timely collection of scrap tires from all Registered Retailers in good standing (as determined by TSS) within the Collection Zone and ensure timely delivery to Registered Processors as determined by TSS.
3. Establish efficient routes throughout the Collection Zone reducing as much as possible the kilometers driven and the associated greenhouse gas emissions.
4. Be accountable for the collection of all scrap tires from Registered Retailers within the Collection Zone to ensure all Registered Retailers receive regular collection service (the definition of regular will vary depending on volume at Registered Retailers).

A draft form of Collection Agreement has been attached to this RFP to outline the expectations and requirements of the Successful Proponent (see Appendix 9). Proponents are encouraged to use innovative and efficient approaches to delivery of Collection & Transportation Services.

TSS intends to enter into a Collection Agreement with each successful Proponent for a term from March 1, 2019 until December 31, 2020, with the possibility of renewal or extension.

4 INSTRUCTION TO PROPONENTS

4.1 TIME TABLE

The following is TSS' estimated timeline for completion of the RFP and implementation of Collection & Transportation Services:

Important Dates	Date
Issuance of RFP	August 30, 2018
Closing of Questions	September 26, 2018
Response Submission Deadline	October 11, 2018
Contract Award	On or Before October 31, 2018
TSS & Collector Preparation Period	November 2018 – February 2019
Collection Start Date	March 1, 2019

The estimated timeline is subject to change at the sole discretion of TSS.

4.2 DOCUMENTS & PROPONENT REGISTRATION

RFP documents may be obtained from the TSS website (www.tssk.ca) website. TSS may also inform parties who have previously expressed a specific interest in providing Collection & Transportation Services of the RFP on the TSS website.

TSS will issue communications or addenda directly with participants via e-mail. **The only way for Proponents to ensure they receive all addenda is to fill out and return Appendix 2: Receipt Confirmation.** It is the responsibility of the Proponent to ensure that it has received and incorporated all amendments into its Proposal.

4.3 INQUIRIES / ADDENDA

All inquiries are to be directed in writing to the attention of Brad Colin, Executive Director, Tire Stewardship of Saskatchewan, by e-mail at brad.colin@tssk.ca. Clarifications requested by Proponents must be e-mailed to brad.colin@tssk.ca prior to the Closing of Questions date referenced in Section 4.1 of this RFP. The reply will be in the form of an addendum e-mailed to each organization interested in participating in this competitive process.

Addenda may be made at any time and will be sent via e-mail. All addenda shall be deemed part of this RFP. Proponents are solely responsible for reviewing and considering all addenda prior to submission of their Proposal.

5 PROPOSAL SUBMISSIONS

5.1 PROPOSAL DELIVERY

The closing time for this RFP is 3:00 pm CST October 10, 2018 (the “**RFP Closing Date**”).

The Proponent must submit an electronic copy of its Proposal in PDF format by e-mail before the closing date and time to the TSS contact provided below. Proposals must be received at the following email:

Tire Stewardship of Saskatchewan Inc.
Attention: TSS Executive Director
Email: brad.colin@tssk.ca

For each Proponent, the following requirements in Part A must only be delivered once. For each zone that the Proponent is submitting a response on, they must provide separate submissions of Part B (including Transportation and Management Plan, along with the Pricing Offer).

5.2 PROPOSAL REQUIREMENTS

The Proponent’s Proposal must include the following, in a PDF e-mailed to the address above:

PART A – PROPONENT INFORMATION

Interested Proponents are only required to complete Part A one time, regardless of the number of Collection Zones for which they are interested in pursuing.

1. Introduction

- Appendix 3: Proponent Identification
- Cover Letter

2. Proponent’s Experience

- A company profile that includes, at minimum, the organization’s qualifications, certifications, years in business and any other pertinent details.
- Past experience of the Proponent delivering scrap tire collection and transportation services or similar services for other types of recyclable products.
- The Proponent’s experience in the broader collection and transportation industry.
- A detailed outline of the Proponent’s safety record and safety guidelines and policies.

3. Financial Capacity

- Demonstrate reasonable assurance of the financial ability of the Proponent to provide the required service for the duration of the mandate.

4. Customer Service

- Demonstrate how the Proponent intends to serve all Registered Retailers based on their specific needs.

5. Innovation & Environmental Considerations

- Review Appendix 5 for the outline in which this section should follow.

6. Other Information

- Any other information deemed necessary for evaluating the Proponent's Proposal.
- Comments, markup and proposed changes to the Agreement.

PART B – COLLECTION ZONE INFORMATION

Proponents must complete separate proposals of Part B for each Collection Zone in which they are submitting a response for.

7. Transportation Management Plan

- A section on a transportation management plan consisting of the organizational chart for the Proponent and, the planning and control method to meet the requirements.
- Demonstrate, in a detailed plan, the proposed human resources and the vehicles the Proponent intends to use, throughout the duration of the contract.
- Outline the proposed logistical structure of how the Proponent will efficiently and effectively complete the required collections. This could include proposed routes, innovative cost-reduction strategies, etc.
- Provide a description of current fleet of equipment, trucks and trailers, which may include photos, including the year and the mileage of the vehicles. If the Proponent will require purchasing new equipment, this equipment should be outlined in the plan.
- The Proponent may use different types of trucks or trailers and different methods of loading and unloading scrap tires depending on the receiving equipment of the Registered Processors. The vehicles used must be of good quality, always in a good state of repair and maintenance and meet at all times all the requirements of Applicable Laws, including *The Traffic Safety Act*. Additionally, the Proponent must agree to adhere to all necessary vehicle inspection requirements as dictated by Saskatchewan Government Insurance (SGI).
- Outline the process the Proponent would follow in the case that sorting or temporary storage would be required.¹

8. Pricing Offer

- Proponents must include Pricing Offers for each of the different Collection Zones they are interested in (Appendix 4).

5.3 PROPOSAL MODIFICATIONS

Proponent amendments to a submitted Proposal will be accepted if received in writing by e-mail to brad.colin@tssk.ca prior to the RFP closing date and time. All amendments must be endorsed by the party or parties who signed and e-mailed the original Proposal.

5.4 PROPOSAL WITHDRAWAL

A Proponent may withdraw a Proposal without prejudice before the RFP Closing Date, provided a written request, signed and sent by the same party or parties who submitted the original Proposal and is received by e-

¹ This requirement is for the event that Registered Processors in Saskatchewan are unable to receive more tires. In this event, TSS will work diligently to determine where the tires must be delivered and will negotiate a fair fee with the Registered Collector.

mail to brad.colin@tssk.ca before the RFP Closing Date.

5.5 RECEIPT OF COMPLETE RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP document, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the closing date and time. TSS shall not have any responsibility or liability for any Proponent lacking any portion of this RFP.

6 EVALUATION CRITERIA & PROCESS

6.1 ELIGIBILITY TO PARTICIPATE IN THIS RFP

Any interested party or parties may submit a Proposal to this RFP. Proponents may be corporations, cooperatives, joint ventures, partnerships, associations, sole proprietorships, or any other legal entity eligible to conduct business within Saskatchewan.

6.2 EVALUATION PROCESS

A selection committee will evaluate all compliant Proposals, based on the pre-established criteria on the evaluation grid attached below.

The TSS and the selection committee will use a "Best Value" approach to the evaluation process. This includes evaluating different aspects of the Proponent's backgrounds and capabilities in Part A of their Proposals, along with the transportation management plan and proposed costs for each Collection Zone in each Part B of their Proposal.

Part A

Each Proponent is required to only submit one response that includes the items outlined in Part A. If a Proponent does not meet the minimum threshold as outlined below, that Proponent's Part B responses shall not be reviewed. The selection committee shall determine the extent to which each RFP response meets the requirements of the RFP and shall assess it on the basis of the information contained in the Proposals. TSS reserves the right to carry out any checks deemed necessary concerning the legal, financial or other situation of the Proponent. Each criterion indicated in the evaluation grid Part A is evaluated and the score is weighted according to the relative importance for the execution of the Collection & Transportation Services. A Proponent who fails to provide information on a given criterion does not receive points for the criterion. The minimum threshold for Part A is 45 points.

Part B

For each Collection Zone in which a Proponent is interested in providing Collection & Transportation Services, they must provide a transportation management plan, along with a pricing offer. Pricing will be scored based on a relative pricing formula (relative to each pricing offer for an applicable Collection Zone) using the average rates (2019 and 2020) set out in the pricing offers. Each Proponent will receive a percentage of the total possible points allocated to price for the particular Collection Zone it has prepared a response for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{Proponent's price} \times \text{weighting} = \text{Proponent's pricing points}$$

6.3 EVALUATION GRID

Evaluation Criteria Category	Weighting (Points)	Minimum Threshold
PART A		
Proponent's Experience	25	15
Financial Capacity	20	15
Customer Service	20	15
Innovation & Environmental Considerations	5	0
PART B		
Transportation Management Plan	30	
Pricing Offer	100	
Total Points	200	

6.4 DURATION OF OFFER

Proposals shall remain open to acceptance and costs fixed to the end of February 2019 (the "**Proposal Validity Period**"). By submitting a Proposal, each Proponent agrees that its Proposal, including all prices, will remain irrevocable and open for acceptance from the closing time until midnight at the Proposal Validity Period.

6.5 SELECTION OF A PREFERRED PROPONENT AND NEGOTIATION OF A COLLECTION AGREEMENT

TSS reserves the right to accept or reject any and all Proposals at their sole discretion. If TSS selects one or more Proponents, TSS will invite the preferred Proponent(s) to enter into discussions to settle all terms of the Collection Agreement, based on the preferred Proponent(s)' Proposal(s), including any clarifications that the preferred Proponent(s) may have provided during the evaluation of Proposals. TSS reserves the right to negotiate changes to the Proposal. This includes entering into price negotiations if one Proponent wins multiple Collection Zones in order to reflect additional efficiencies. The objective of these negotiations will be to conclude and enter into a Collection Agreement, which at a minimum will include positive obligations to complete the Collection & Transportation Services within the Collection Zone as per TSS requirements.

If for any reason TSS determines that it is unlikely to reach final agreement with the preferred Proponent(s), then TSS may terminate the discussions with the preferred Proponent(s) and proceed in any manner that TSS may decide, in consideration of its own best interests, including:

- terminating the procurement process entirely and proceeding with the Collection & Transportation Services in some other manner, including using other contractors; or
- inviting one of the other Proponents to enter into discussions to reach a Collection Agreement for completing the Collection & Transportation Services.

7 GENERAL CONDITIONS AND OTHER INFORMATION

7.1 BUSINESS LICENCE & PERMITTING REQUIREMENTS

The Proponent shall obtain and maintain valid business license(s) and required permit(s) as required by

Applicable Laws.

7.2 COST OF PREPARING THE PROPOSAL

The Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by attending meetings or site visits and conducting any due diligence. The TSS will not provide any compensation to Proponents for participating in this RFP.

7.3 RESERVATION OF RIGHTS

This RFP does not commit TSS to select a Proponent(s) or enter into a Collection Agreement and TSS reserves the complete right to at any time reject all Proposals, in whole or in part, or to otherwise terminate this RFP and proceed with the Collection & Transportation Services in some other manner.

TSS reserves the right, in their sole discretion, to:

- a) amend the scope of Collection & Transportation Services;
- b) modify, cancel, extend, suspend or terminate the RFP at any time for any reason;
- c) issue addenda to the RFP for any reason at any time prior to the RFP Closing Date;
- d) clarify certain Proposal information with a Proponent after RFP Closing Date;
- e) accept or reject any Proposal based on the evaluation of the Proposals in accordance with this RFP, and in particular TSS is not obliged to select the Proposal with the lowest contract price;
- f) waive a defect or irregularity in a Proposal and accept that Proposal;
- g) reject, disqualify, or not accept any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or its agents, contractors or representatives;
- h) re-advertise for new Proposals, call for tenders, or enter into negotiations for Collection & Transportation Services or for work of a similar nature;
- i) make any changes to the terms of the business opportunity described in this RFP;
- j) negotiate any aspects of a Proponent's Proposal;
- k) extend any date, time period or deadline provided in this RFP, by way of Addendum; and
- l) issue, amend or replace the Collection Agreement prior to signing.

7.4 CONFIDENTIALITY

All Proposals submitted to TSS become the property of TSS and will be received and held in confidence by TSS.

7.5 NO COLLUSION

Proponents will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, adviser, agent or representative of any other Proponent regarding the preparation, content or representation of their Proposals. Nothing in this section will prevent any interested party from talking to other interested parties for the purpose of forming a team to submit a Proposal to this RFP.

7.6 LIMITATION OF DAMAGES

Notwithstanding anything in this RFP, the Collection Agreement or otherwise at law, the liability of TSS, and their respective directors, employees and agents, arising from any breach of this RFP, including the evaluation and selection of Proponents, acceptance of non-compliant Proposals or the breach of any duty of fairness, will be limited to the total costs incurred by a Proponent in the development and submission of its Proposal. Under no circumstances will TSS be liable to a Proponent for punitive, indirect or consequential losses, including lost profits, revenues or opportunities.

7.7 NO LOBBYING

Proponents and their respective directors, officers, employees, consultants, agents, advisers or any other

representatives will not engage in any form of political or other lobbying whatsoever in relation to the this RFP, including for the purpose of influencing the outcome of the RFP. The use of the media for these purposes is also prohibited. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Collection & Transportation Services or this RFP, directly or indirectly, with TSS or the Ministry of Environment, or any of their ministers, employees, advisers, or representatives, for any purpose whatsoever, including for purposes of:

- a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of a Proponent , or any negotiations with a Proponent;
- c) promoting the Proponent, including in preference to that of other Proponents; and/or
- d) criticizing the Proposals of other Proponents.

APPENDIX 1: MANDATE & ADDITIONAL CONTEXT

1. CONTEXT

In 2017, the Ministry of Environment released *The Scrap Tire Management Regulations, 2017* to reflect changing needs in Saskatchewan and address increasing public expectations for governance, accountability and transparency. Under the regulations, retailers are required to participate in an approved tire recycling program. As such, the industry felt it was very important to establish a new program operator, TSS, which began operations effective September 1, 2017.

The Scrap Tire Program is based on the following core values:

- Accountability & Transparency
- Stewardship
- Integrity & Respect
- Collaboration
- Responsiveness
- Innovation & Continuous Improvement, and
- Education & Communication

Within the program, Registered Collectors (being individuals or organizations registered with, and contracted by, TSS to deliver scrap tire collection and transportation services) are engaged by TSS to collect and transport scrap tires from retailers to the Registered Processors as directed by the TSS. For the period of March 1, 2019, to December 31, 2020, the successful Proponent must deliver Collection & Transportation Services for the selected Collection Zones. The Collection Agreement requires, among other things, that Registered Collectors deliver timely collection and transportation of scrap tires from Registered Retailers to Registered Processors.

2. REGISTERED PROCESSOR(S)

TSS wishes to engage the services of a Proponent capable of offering and providing a professional service for the collection and transportation of scrap tires from the Registered Retailers in its Collection Zone to Registered Processors in order to meet the mandate of the program. There are currently 1,283 Registered Retailers and others may be added in future. Section 10 of this Appendix shows the number of Registered Retailers and the quantities of scrap tires collected on average between 2013 and 2017 by Collection Zone.

Below is the current Registered Processor in Saskatchewan that currently receives all scrap tires. This list may be modified at any time to include new Registered Processors during the term of the Collection Agreement. If additional individuals or organizations become registered by and engaged with TSS, TSS will work with the Registered Collectors to adjust end destinations as appropriate and efficient, and negotiate with the Registered Collectors in order to deem a fair fee for the delivery of tires to that Registered Processor. TSS reserves the right to determine the total volumes that will be transported to the current and future Registered Processors. There may also be special circumstances at any one time that require scrap tires to be transported to another specified end destination. A special arrangement would be negotiated with the Registered Collector for these circumstances as they arise.

Registered Processor	Location
Shercom Industries	305230 Township Rd, 382 Lutheran Rd, Martensville, SK S0K 0A2

3. DELIVERY

The successful Proponent must respect the receiving procedures of the Registered Processors, as outlined in Appendix 6. In case of non-compliance with this distribution and for any non-compliant transport, TSS may refuse to pay for services rendered and impose penalties more fully described in the Collection Agreement.

4. REPORTING

The method of reporting (i.e. format and details) will be determined by TSS. All Registered Collectors will need to report accordingly.

5. TRAINING

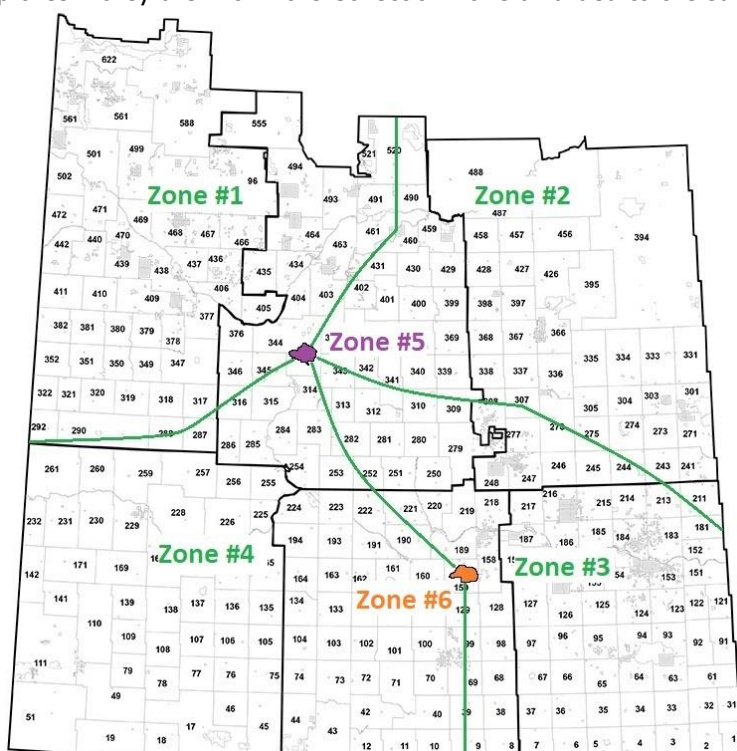
At least one administrative staff member and one representative of the successful Proponent's drivers will be required to complete approximately one day of training at the TSS office in Regina in early 2019.

6. OWNERSHIP OF TIRES

The Registered Collector never takes ownership of scrap tires. Accordingly, it must refrain from sorting or disposing of scrap tires before, during or after the collection other than according to TSS approved management transportation plans or the direction of TSS.

7. ZONE DEFINITION

This RFP and the Collection Zones do not include any northern municipalities (as defined in *The Northern Municipalities Act, 2010*) or any other sites within the Northern Saskatchewan Administration District (as established in *The Northern Municipalities Regulations*). For clarity, only Collection Zones 1 – 6 depicted below are established for the purposes of this RFP. A successful Proponent must serve all Registered Retailers in the awarded Collection Zone. Note, if a Registered Retailer were to establish themselves and register with the Program, the successful Proponent will be responsible for the Collection & Transportation Services of such Registered Retailers scrap tires if they are within the Collection Zone awarded to the successful Proponent.



Zone	Description of Boundaries
Zone 1:	<p>North of Highway 7 stretching between the Saskatchewan-Alberta border to Saskatoon. South of the Northern-most boundaries of Rural Municipalities 622, 588, 555,494, 493, 521, and 520. East of the Saskatchewan-Alberta border. West of Highway 11 between Saskatoon and Prince Albert and of Highway 2 from Prince Albert northwards.</p> <p>Municipalities along Highway 7 (including Kindersley) belong to Zone 1. Municipalities along Highway 11 & 2 (including Prince Albert) belong to Zone 2.</p>
Zone 2:	<p>North of Highway 16 stretching between the Saskatchewan-Manitoba border to Saskatoon. South of the Northern-most boundaries of Rural Municipalities 488, 486, and 394. East of Highway 11 between Saskatoon and Prince Albert and of Highway 2 from Prince Albert northwards. West of the Saskatchewan-Manitoba border.</p> <p>Municipalities along Highway 11 & 2 (including Prince Albert) belong to Zone 2. Municipalities along Highway 16 (including Yorkton) belong to Zone 2.</p>
Zone 3:	<p>North of the United States-Canada border. South of Highway 16 stretching from Saskatoon to the Saskatchewan-Manitoba border. East of Highway 6 between the United States-Canada border to Regina and Highway 11 from Regina to Saskatoon. West of the Saskatchewan-Manitoba border.</p> <p>Municipalities along Highway 11 & 6 (including Davidson, Lumsden) belong to Zone 3. Municipalities along Highway 16 (including Yorkton) belong to Zone 2.</p>
Zone 4:	<p>North of the United States-Canada border. South of Highway 7 stretching between the Saskatchewan-Alberta border to Saskatoon. East of the Saskatchewan-Alberta border. West of Highway 6 between the United States-Canada border to Regina and Highway 11 from Regina to Saskatoon.</p> <p>Municipalities along Highway 7 (including Kindersley) belong to Zone 1. Municipalities along Highway 11 & 6 (including Davidson and Lumsden) belong to Zone 3.</p>
Zone 5:	<p>Servicing the City of Saskatoon. Defined as any location which is registered as a Registered Retailer in Saskatoon, Saskatchewan.</p>
Zone 6:	<p>Servicing the City of Regina. Defined as any location which is registered as a Registered Retailer in Regina, Saskatchewan.</p>

8. CLASSIFICATION OF TIRES TO BE COLLECTED

CLASS	TIRE TYPES	DEFINITION
PLT PASSENGER CAR / LIGHT TRUCK Rim Sizes 8" - 30"	<ul style="list-style-type: none"> • Passenger Car (P), Light Truck Tires (LT) • Small RV, Trailer and Utility Trailer Tires • Motorcycle, All Terrain Vehicle and Golf Cart Tires • Lawn and Garden Equipment • Forklift, Skid Steer, Press-on Solids, and Front Tractor and Implement Tires up to a maximum 16" rim 	<ul style="list-style-type: none"> • Passenger Tires (P) are designed for use on passenger cars, light trucks, small RV's and multipurpose passenger vehicles, including sport utility vehicles and crossover utility vehicles • Codes found on the sidewall of Passenger and Light Truck tires are (P) Passenger and (LT) Light Truck; Temporary Spares are marked (T) Temporary • Includes all tires specifically designed for on/off highway motorcycles, motorcycle sidecars, motor bikes, mopeds, mini-cycles, golf carts and all-terrain vehicles (ATV) • RV Trailer and Utility Trailer tires are marked (ST) Special Trailer • Includes pneumatic Forklift tires, Press-on Solid tires, Bobcat/Skid Steer tires measuring 16" and under • Includes Free Rolling Farm and Implement tires deemed for use on farm equipment up to a maximum 16" rim size • Tires are usually identified with the sidewall marked (IMP) Implement
MTRK MEDIUM TRUCK Rim Sizes 15" - 24.5"	<ul style="list-style-type: none"> • All tires not marked "LT" or "ST" • Semi and Industrial Truck Tires • Wide Base Skid Steer and Loader Tires 17.5" rim and larger • Forklift, Skid Steer, Press-on Solids and Front Tractor and Implement Tires 16.1" rim and larger 	<ul style="list-style-type: none"> • Includes drive wheel tires used on tractors and combine equipment. These tires are normally identified with a sidewall marking (R) Radial Ply or (HF) High Flotation and are 16.1"-20" <p><i>*Also commonly known as Commercial Truck Tires - Truck and Bus tires including Wide Base or Heavy Truck tires designed for truck/bus applications and larger (RV) Recreational vehicle tires not marked (P) or (LT) Passenger or Light Truck</i></p>
AG AGRICULTURAL TIRES Rim Sizes 24" - 54"	<ul style="list-style-type: none"> • Agriculture (All Rear & Front Wheel Drive) Tires • Rubber Tracks on Agricultural Equipment 	<ul style="list-style-type: none"> • These tires include ALL Rear and Front Wheel Drive tires classified as Agriculture tires <p>Tires are designated with one of the following sidewall markings R-1/R-1W/R-2/R-3/ R-4/HF1/HR2/HF3/HF4</p>
OTR I OFF THE ROAD/MINING Medium Types (Rim Sizes up to and including 23.5" - 25")	<ul style="list-style-type: none"> • Off-the-Road, Mining, Earthmover, Construction Tires within classification up to and including 23.5-25" Tires • Forestry Tires • Rubber Tracks on Industrial Equipment 	<ul style="list-style-type: none"> • Tires used on tree harvesting equipment and are normally identified with a sidewall marking with suffix letters (LS) Logger/Skidder • Includes OTR Mining, Earthmover (E), Construction (C), Grader (G) Industrial (IND) and Aircraft tires up to and including size 23.5-25" tires
OTR II OFF-THE ROAD/MINING Larger Types (Rim Sizes 26.5-25" up to 39")	<ul style="list-style-type: none"> • Off-the-Road, Mining, Earthmover, Construction Tires over 23.5" - 25" to a maximum rim size of 39" 	<ul style="list-style-type: none"> • Includes OTR Mining, Earthmover (E), Construction (C), Forestry (F), Industrial (IND), and other on/off highway tires over the size of 23.5-25" <p><i>*OTR tires that exceed 39" rim are not part of the Scrap Tire program – no recycling fee applicable and no disposal service provided</i></p>
EXEMPTIONS Any tire with a rim size 7" or less or greater than 39", wheelbarrow tires, snowmobile/quad tracks, bicycle or electric bike tires, recapped and retreaded tires, tire tubes, wheelchair/electric mobility aid tires		

The following are the average weights of each tire type based on National Data.

Class	Weight (lbs)	Weight (Tonne)
PLT	23.2	0.0105233
MT	110.2	0.0499859
AG	379.2	0.1720022
OTR I	648.2	0.2940185
OTR II	1217.0	0.5520219

9. NUMBER OF TIRES TRANSPORTED

The data is based on the last five full years of data from 2013 to 2017 for the Scrap Tire Program in Saskatchewan. The numbers presented in this Section 9 are all average of the five years. TSS cannot guarantee volumes in any given year, in any given zone.

#	Zone	# of Collections	# of Retailers	PLT	MT	AGR	OTR	OTRII	Total Tires	Est. Lbs	Est. Tonnes
1	Northwest	647	182	104,171	25,684	2,135	99	11	132,100	5,707,754	2,589
2	Northeast	756	232	112,331	15,565	2,728	98	12	130,734	4,888,131	2,217
3	Southeast	665	216	90,027	14,082	2,158	208	1	106,476	4,162,993	1,888
4	Southwest	732	188	97,832	17,199	2,907	135	7	118,680	4,848,222	2,199
5	Saskatoon	1,385	173	157,584	20,612	1,007	500	131	179,834	6,591,130	2,990
6	Regina	888	111	129,012	26,231	895	426	5	156,569	6,325,919	2,870

Additional information is provided below with respect to the seasonality of tire collection.

Table 1: Scrap Tire Collection Volumes by Tire Type & Year (2013-2017)

Table 1 outlines the historical quantities of tires that are collected in a given year, presented in number of tires.

Tire Type	2013	2014	2015	2016	2017
PLT	655,399	726,698	709,259	664,521	700,761
MED	114,843	129,915	120,078	105,992	129,757
AGR	12,265	12,064	11,694	10,375	12,762
OTR	1,576	1,537	1,405	1,307	1,504
OTRII	185	177	163	134	176
Total	784,268	870,391	842,599	782,329	844,960

Table 2: Historical Tires Collection Distribution by Tire Type & Month (2013-2017)

Table 2 outlines the historical quantities of tires that are collected in a given month, presented as a percentage of annual volume.

Month	PLT	MED	AGR	OTR	OTRII	Total
January	4.6%	4.9%	4.9%	4.3%	1.3%	4.7%
February	5.9%	8.7%	8.9%	9.8%	15.2%	6.3%
March	5.0%	7.2%	6.7%	7.7%	17.8%	5.4%
April	5.6%	7.2%	7.5%	6.9%	5.7%	5.9%
May	9.3%	9.6%	9.4%	8.5%	6.2%	9.3%
June	10.4%	9.0%	9.4%	9.9%	13.0%	10.2%
July	8.7%	8.5%	8.2%	8.8%	6.8%	8.7%
August	7.6%	6.6%	5.9%	7.3%	10.3%	7.4%
September	8.9%	8.9%	8.6%	10.2%	5.5%	8.9%
October	12.2%	11.3%	12.7%	9.6%	8.9%	12.1%
November	9.8%	8.4%	8.9%	8.4%	4.0%	9.6%
December	12.1%	9.7%	8.9%	8.6%	5.4%	11.7%

Table 3: Historical Unique Pickup Distribution by Month (2013-2017)

Table 3 outlines the percentage of historical pickups presented as a percentage of total annual pickups.

Month	%
January	4.8%
February	7.8%
March	6.5%
April	6.8%
May	9.5%
June	9.8%
July	8.5%
August	7.0%
September	9.0%
October	11.4%
November	8.0%
December	10.9%

10. FUEL SURCHARGE

There will be no fuel surcharge refunded to the Proponent unless the average diesel price in Saskatchewan (Indicator from the National Resources Canada) becomes **equal to or greater than 25%** at the average price of April 1, 2019 (base price). The base price will be calculated using an average of that day's pricing of diesel in Moose Jaw, Prince Albert, Regina and Saskatoon². At this 25% threshold, an allowance of 6% will be applied to cover the fee (see example below). This will be calculated by applying the calculation formula shown in the following example. The surcharge will be calculated every two weeks based on the current average price according to data from Natural Resources Canada (as outlined above).

The following is an example of how the surcharge would be calculated.

	Calculation Method	Value
A	Current Price of Diesel	\$1.5000/L
B	Base Price of Fuel (example)	\$1.2000/L
C	Impact (A – B)	\$0.3000/L
D	Percentage of Fuel Impact (C / B)	25%
E	Percentage of Cost Attributed to Diesel	24% ³
F	Surcharge for Fuel (D * E)	6%

11. DURATION OF CONTRACT

It is intended that the Collection Agreement will begin on March 1, 2019 and will end on December 31, 2020. The Agreement may be extended or renewed at the discretion of TSS.

² http://www2.nrcan.gc.ca/eneene/sources/pripri/prov_map_e.cfm?provCode=SK

³ http://publications.gc.ca/collections/collection_2011/tc/T46-14-2005-eng.pdf



APPENDIX 2: RECEIPT CONFIRMATION

In order to receive all communications with respect to this RFP, please complete this form and fax or e-mail immediately to:

Tire Stewardship of Saskatchewan
Brad Colin, Executive Director
Fax Number: 1-306-789-7630
Email: brad.colin@tssk.ca

Failure to return this form may result in no further communication regarding this Request for Proposal.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____ Phone Number or Ext: _____

Email Address: _____ Company Website: _____

I have received a copy of the above noted Request for Proposal. I authorize Tire Stewardship of Saskatchewan to send further correspondence that it deems to be of an urgent nature by either fax or e-mail, whichever method they deem appropriate.

I understand that if I do not submit a proposal, this will not affect our company's status as a potential supplier to Tire Stewardship of Saskatchewan in the future. I also understand that if I do not return this form our company will not receive any further notices with regard to this Request for Proposal.

I understand that the closing of questions is September 26, 2018.

Please select one of the following:

____ I will be participating in this formal tendering process.

____ I will NOT be participating in this tendering process, for the following reasons:

Name: _____ Signature: _____

Title: _____ Date: _____

APPENDIX 3: PROPONENT IDENTIFICATION

Name of Proponent	
Legal Status of Proponent	
Business Number	
Address of Proponent	
Person(s) Authorized to Sign Contracts on Behalf of Proponent	
First and Last Name	
Function / Role	
Contact Person for this RFP	
First and Last Name	
Function / Role	
Direct Telephone Number	
Direct Fax Number	
Direct E-mail	
Mailing Address	

APPENDIX 4: PRICING OFFERS

The following six (6) pages represent forms which are required to be sent along with the other requirements of Part B, separately from Part A, to TSS by the closing date for the RFP. These forms will be reviewed after Part A from each Proponent have been reviewed and accepted by selection committee. Please only submit the sheet associated with the Collection Zone(s) the Proponent is submitting a response for.

Proponents must submit individual sheets for each Collection Zone they would be interested in serving.

Zone 1: Northwest

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 1 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

Zone 2: Northeast

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 2 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

Zone 3: Southeast

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 3 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

Zone 4: Southwest

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 4 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

Zone 5: Saskatoon

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 5 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

Zone 6: Regina

Personal name or name of the company I represent: _____

I declare:

- I have received and read all of the documents relating to the request for proposals, which form an integral part of the contract to be awarded.

I agree:

- To perform the tasks described in the documents received as well as any work that may be required in the spirit of these documents.
- To comply with all the conditions and specifications appearing in this request for proposals.
- To perform, based on the prices submitted, the collection and transportation of the scrap tires in the region in which I am submitting a response to the RFP.

I certify that the submitted prices are valid for the Proposal Validity Period as defined in Section 6.4 Duration of Offer stated earlier in this RFP.

I agree that the prices submitted are for the period indicated on the form and include the cost of labor and equipment (if required) necessary for the performance of the contract, the overhead costs, the costs of administration, travel expenses, fringe benefits, profits and other indirect costs inherent in the contract, as well as all bank charges relating to direct deposits of sums due and, where applicable, fees and customs duties, permits, licenses, storage fees, IT fees and insurance. Taxes are not included in these prices. The fuel surcharge (if applicable) will be refunded by applying the formula described in Section 10 of Appendix 1, every month.

I agree that the list of destinations for which I am submitting rates is not exhaustive and may be modified at any time by the TSS. In addition, other processing centers may be added during the term of the Collection Agreement. If an additional processor becomes registered and engaged by TSS, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair fee with the successful Proponent.

Collection & Transportation Rate (\$/metric tonne)		
Delivery Point	2019 (March – December)	2020 (January – December)
Zone 6 to Shercom		

Company Name: _____

Name of Signee (Authorized Employee): _____

Signature

Date

APPENDIX 5: ORGANIZATIONAL PRACTICES FOR INNOVATION & ENVIRONMENTAL CONSIDERATION

1. Innovation

- Outline any practices that your organization uses, or proposes for these services that will improve outcomes for TSS and Registered Retailers.

2. Environmental Management

- Identify measures that your organization uses to reduce greenhouse gas emissions and reduce travel.
- Outline and describe any other strategies your organization uses to reduce your environmental footprint (i.e. waste management, process optimization, attending eco-friendly events, technology/equipment, etc.).

3. Other

- Identify whether your organization follows any professional standards or programs.
- Outline any employee safety initiatives that your organization follows and/or uses, such as health and safety training, procedures for safety in the workplace, etc.
- Identify other measures or initiatives implemented by the organization with a view towards sustainable development.

APPENDIX 6: PROCEDURES FOR DELIVERY



Procedures for Delivery

Products accepted at Shercom

- All TSS tire classifications are accepted (PLT, Med, Ag, OTR I and II) including solid tires pressed onto rims
- Tracks are accepted

Delivery Hours

- Normal delivery hours are 8:30am to 6pm by appointment
- Extended delivery hours are available after 6 pm until 11pm by appointment

Procedures for Collectors to plan deliveries

- All deliveries are by appointment only by calling Shercom Logistics at 306-933-0600 Ext. 215
- All appointments require a minimum of 24 hours' notice, unless special arrangements have been confirmed with Shercom Logistics
- All appointments are subject to unforeseen weather conditions
- Drivers are responsible for making appointments with Logistics and notifying Logistics as soon as possible if they are going to be late for their appointment, need to cancel their appointment or need to re-schedule their appointment
- Drivers are responsible to ensure they are on time to protect the integrity of the appointment system for that entire day
- A Driver that is late for their appointment by 45 minutes or more will be unloaded on a best efforts basis, but it may take longer than 2 hours
- Drivers cannot trade their appointment times without confirming with Logistics
- Arriving early does not change a Drivers appointment time for unloading. However, if the previous appointment is completed early, Shercom will immediately start unloading the next trailer that has arrived early and will not wait for the appointed time to start unloading
- Drivers are responsible to ensure trailers are safely loaded to protect Shercom employees and equipment
- Shercom is not responsible for unforeseen weather events that cancel or delay appointments/unloading

Time allotted to unload trailers

- 2 hours is allotted to unload a trailer from the scheduled appointment time
- Shercom unloads trailers on a best efforts basis
- Delays can occur due to unforeseen mechanical breakdowns or weather events

Security and safety instructions

- All drivers must obey all posted speed limit signs and traffic signs
- Speed limit is 20km/hr on Shercom property
- Drivers must proceed directly to the unloading area
- Drivers must exit promptly when their trailer is unloaded
- Drivers must stay on the entrance road and can park on it and walk to the office, if required
- All Drivers must be wearing the following minimum PPE when exiting their vehicle on Shercom property:
 - Steel toed and steel shank boots
 - Hard hat
 - Safety glasses
 - Reflective safety vest
- Drivers do not require any PPE while they remain in their vehicle
- Shercom is not responsible for supplying Drivers with any PPE
- Drivers must give the right of way to power mobile equipment and employees
- Pedestrians have the right of way at all times
- Drivers must report any damage to Logistics immediately before leaving Shercom property

Code of Conduct

- Verbal abuse of Shercom employees will not be tolerated
- Drivers must comply with direction given by Shercom employees and/or the Logistics Manager
- Drivers must remain in their truck while unloading takes place
- Drivers are not permitted to walk the grounds or enter the plant, for safety reasons, without being accompanied by a Shercom employee
- Drivers who unload their own trailer are permitted to do so but only after they have been directed to a safe location to unload by a Shercom employee and they are wearing the prescribed minimum PPE as outlined above

Garry Gelech, General Manager

July 20, 2018

APPENDIX 7: NUMBER OF COLLECTION POINTS & TIRES (5 YEAR AVERAGE FROM 2013-2017)

Each value in Appendix 7 is based on a 5 Year Average except the number of Retailers.

ZONE 1 - NORTHWEST								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
ASQUITH	0	1	8	-	-	-	-	8
BIG RIVER	6	4	791	427	6	8	-	1,231
BIGGAR	19	3	2,480	625	108	0	-	3,214
BLAINE LAKE	7	2	720	108	21	-	-	849
BORDEN	3	1	324	1	-	-	-	325
CUT KNIFE	1	1	174	8	0	-	-	182
DALMENY	0	1	23	-	-	-	-	23
DEBDEN	2	1	324	151	13	-	-	488
DELISLE	0	1	2	13	-	-	-	15
DELMAS	0	1	78	5	0	-	-	83
DENZIL	2	2	378	42	2	-	-	423
DODSLAND	5	2	1,026	445	52	1	-	1,523
DUPEROW	1	1	152	13	0	-	-	165
EDAM	7	1	891	1,037	87	2	-	2,017
FISKE	0	1	54	9	3	-	-	66
GLASLYN	4	1	920	145	30	-	-	1,095
GOODSOIL	1	4	137	21	0	-	-	159
HAFFORD	2	1	376	6	-	-	-	382
HANDEL	0	1	17	5	0	0	-	22
HEPBURN	6	1	556	93	26	1	-	677
HOOSIER	1	1	92	0	-	-	-	93
KERROBERT	2	3	376	134	11	0	-	521
KINDERSLEY	49	10	7,951	3,103	158	3	-	11,215
LANDIS	0	1	15	-	-	-	-	15
LANGHAM	3	3	213	-	-	-	-	213
LASHBURN	4	1	251	1	-	-	-	251
LEASK	2	2	138	-	0	0	-	139
LEOVILLE	3	3	599	73	20	-	-	692
LLOYDMINSTER	168	23	35,962	10,412	348	46	10	46,778
LOON LAKE	1	2	326	58	15	-	-	399
LUSELAND	6	1	1,970	590	97	-	-	2,657
MACKLIN	4	2	1,494	265	47	3	-	1,809
MAIDSTONE	12	2	1,374	786	58	2	-	2,220
MAJOR	1	1	109	4	0	-	-	114
MARCELIN	1	1	53	1	-	-	-	54
MARTENSVILLE	13	7	1,429	4	-	-	-	1,433
MEADOW LAKE	28	15	5,813	1,479	97	12	1	7,402
MEDSTEAD	1	1	251	11	-	-	-	262
MERVIN	2	1	472	7	3	-	-	482

ZONE 1 - CONTINUED								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
NEILBURG	3	1	599	9	5	-	-	613
NORTH BATTLEFORD	157	25	18,102	2,443	351	15	-	20,911
PARADISE HILL	2	2	464	26	7	-	-	497
PERDUE	4	2	357	18	3	-	-	378
PIERCELAND	1	2	267	17	1	-	-	285
RABBIT LAKE	1	1	89	1	1	-	-	90
RADISSON	2	3	126	3	1	-	-	131
ROSETOWN	39	7	5,775	965	245	3	0	6,989
SHELL LAKE	0	1	31	1	-	-	-	32
SHELLBROOK	16	6	2,476	288	59	-	-	2,824
SPIRITWOOD	12	4	1,738	231	75	-	-	2,044
ST. WALBURG	0	2	11	2	-	-	-	12
TESSIER	2	1	326	13	1	-	-	340
TURTLEFORD	2	2	329	104	28	1	-	461
UNITY	26	5	3,970	1,397	141	2	-	5,510
WALDHEIM	3	2	289	1	-	-	-	290
WASKESIU	0	1	2	-	-	-	-	2
WILKIE	8	4	901	82	14	0	-	997
Zone 1 Totals	647	182	104,171	25,684	2,135	99	11	132,100

ZONE 2 - NORTHEAST								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
ABERDEEN	2	2	150	-	-	-	-	150
ARBORFIELD	3	2	375	93	8	-	-	476
ARCHERWILL	1	2	218	9	2	-	-	228
BELLEVUE	2	1	190	1	0	-	-	191
BRUNO	8	3	426	96	7	-	-	530
BUCHANAN	1	2	88	-	-	-	-	88
CANDLE LAKE	1	1	148	5	1	-	-	153
CANORA	12	7	1,613	295	70	2	-	1,980
CARROT RIVER	13	5	1,618	838	101	3	-	2,560
CHOICELAND	3	2	470	25	8	-	-	503
CHURCHBRIDGE	2	2	241	3	0	-	-	244
CLAVET	7	2	3,395	5	1	-	-	3,401
CUDWORTH	22	6	1,612	465	72	2	-	2,150
DANBURY	1	2	219	57	10	-	-	286
DUCK LAKE	0	1	83	-	-	-	-	83
ENGLEFELD	3	1	121	1	-	-	-	122
FAIRY GLEN	2	1	241	1	-	-	-	243
FOAM LAKE	19	4	2,522	735	124	1	-	3,382
HAGUE	12	5	1,255	108	29	0	-	1,392
HUDSON BAY	5	3	1,333	753	63	7	6	2,164
HUMBOLDT	62	13	8,064	1,562	280	6	1	9,912
INVERMAY	2	1	141	67	13	-	-	220
JANSEN	1	1	132	34	14	1	-	181
KAMSACK	7	4	1,104	143	18	-	-	1,265
KELVINGTON	5	3	542	34	6	-	-	582
KINISTINO	3	2	659	201	8	-	-	868
LAKE LENORE	3	1	623	61	26	-	-	710
LANGENBURG	13	4	2,370	232	38	2	-	2,643
LANIGAN	8	2	1,252	118	19	0	-	1,390
LEROY	2	3	268	9	0	-	-	278
LESLIE	0	1	43	0	-	-	-	43
LINTLAW	0	1	67	-	-	-	-	67
MARGO	1	1	125	-	0	-	-	125
MEATH PARK	1	1	102	11	2	-	-	115
MELFORT	42	14	6,261	1,041	157	10	-	7,468
MIDDLE LAKE	1	1	38	1	-	-	-	39
MOZART	1	1	32	-	0	-	-	32
NAICAM	7	3	1,373	317	51	-	-	1,740
NIPAWIN	10	4	4,002	519	188	5	-	4,714

ZONE 2 - CONTINUED								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
NORQUAY	1	2	231	-	-	-	-	231
OSLER	7	3	635	28	2	0	-	665
PORCUPINE PLAIN	8	3	1,307	220	40	-	-	1,568
PREECEVILLE	6	3	1,464	279	84	1	-	1,827
PRINCE ALBERT	200	37	31,129	2,424	445	38	5	34,041
QUILL LAKE	1	2	252	34	-	-	-	286
RAMA	1	1	134	12	3	-	-	150
ROSE VALLEY	3	2	308	9	4	-	-	320
ROSTHERN	10	2	1,201	141	61	-	-	1,403
SALTCOATS	2	1	236	1	-	-	-	236
SHEHO	0	1	45	2	0	-	-	47
ST. BRIEUX	4	2	305	9	5	-	-	319
STURGIS	1	2	253	31	4	-	-	288
THEODORE	2	1	202	30	0	-	-	232
TISDALE	26	4	4,786	1,217	172	4	-	6,179
VEREGIN	1	1	80	4	-	-	-	85
VISCOUNT	1	1	204	4	1	0	-	210
VONDA	3	2	395	2	1	-	-	397
WADENA	20	4	2,140	615	147	2	-	2,905
WAKAW	2	3	277	8	7	-	-	293
WARMAN	27	7	2,640	94	2	2	-	2,738
WATSON	2	4	352	85	18	-	-	455
WELDON	1	1	119	5	0	-	-	124
WYNYARD	8	4	1,267	171	26	1	-	1,464
YORKTON	129	23	18,644	2,302	389	9	-	21,344
ZENON PARK	2	1	208	-	-	-	-	208
Zone 2 Totals	756	232	112,331	15,565	2,728	98	12	130,734

ZONE 3 - SOUTHEAST								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
ALIDA	2	1	475	2	0	-	-	477
ALLAN	6	2	510	76	167	-	-	753
ARCOLA	3	3	401	34	2	-	-	437
ATWATER	1	1	205	1	-	-	-	206
BALCARRES	4	1	592	163	34	0	-	790
BALGONIE	3	1	291	-	-	-	-	291
BANKEND	2	1	220	1	1	-	-	221
BEAUBIER	1	1	307	26	6	-	-	338
BETHUNE	2	1	193	3	-	-	-	196
BREDENBURY	5	2	775	74	20	-	-	868
BROADVIEW	2	1	147	-	-	-	-	147
BROMHEAD	0	1	15	3	-	-	-	19
BULYEA	6	1	762	53	6	-	-	822
CARLYLE	35	9	5,247	828	36	6	-	6,116
CARNDUFF	12	3	1,919	341	55	9	-	2,324
CHAMBERLAIN	3	1	45	1	0	-	-	46
CRAIK	3	2	262	24	6	1	-	293
CREELMAN	0	1	42	23	-	-	-	65
CUPAR	3	2	207	5	1	-	-	213
DAVIDSON	11	4	2,019	346	123	1	-	2,488
DILKE	1	1	118	3	0	-	-	121
DUNDURN	0	1	21	-	-	-	-	21
DYSART	3	2	376	13	2	-	-	391
EMERALD PARK	2	4	302	-	2	-	-	303
ESTERHAZY	17	3	3,922	417	50	65	-	4,455
ESTEVAN	81	14	13,682	3,311	216	39	1	17,248
FINDLATER	0	1	14	1	-	-	-	15
FORT QU'APPELLE	25	6	2,071	96	14	-	-	2,181
FRANCIS	2	1	314	31	13	-	-	358
GLEN EWEN	0	1	30	4	0	-	-	35
GLENAVON	2	1	437	1	-	-	-	438
GOODWATER	0	1	19	4	1	-	-	24
GOVAN	1	1	71	2	0	-	-	73
GRENFELL	14	2	1,800	423	86	6	-	2,315
HANLEY	7	2	1,072	37	6	-	-	1,115
IMPERIAL	5	2	629	79	13	1	-	723
INDIAN HEAD	17	4	1,748	184	45	4	-	1,981
ITUNA	2	2	301	33	1	-	-	335
KELLIHER	6	7	598	90	22	1	-	710

ZONE 3 - CONTINUED								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
KENASTON	2	1	151	-	-	-	-	151
KIPLING	13	3	3,681	650	163	18	-	4,512
KRONAU	1	1	13	-	-	-	-	13
LAMPMAN	0	1	1	-	-	-	-	1
LANG	5	1	747	117	18	0	-	881
LANGBANK	0	1	1	-	-	-	-	1
LEMBERG	1	1	154	0	1	-	-	155
LEROSS	0	1	10	-	-	-	-	10
LESTOCK	4	2	385	12	0	-	-	397
LIBERTY	4	1	277	53	1	-	-	331
LIPTON	2	1	219	28	3	0	-	250
LUMSDEN	5	2	523	1	-	-	-	524
MACOUN	3	1	76	2	1	-	-	79
MELVILLE	28	8	4,471	472	88	-	-	5,032
MIDALE	0	1	29	0	0	-	-	30
MINTON	2	1	243	154	5	-	-	402
MONTMARTRE	5	4	482	19	4	-	-	504
MOOSOMIN	27	5	2,352	286	62	6	-	2,705
NEUDORF	2	1	288	13	0	-	-	302
NOKOMIS	3	2	580	12	2	-	-	594
ODESSA	4	2	211	21	0	-	-	233
OSAGE	3	1	316	9	0	-	-	326
OXBOW	15	3	2,264	145	12	2	-	2,423
PILOT BUTTE	2	1	122	-	-	-	-	122
RADVILL	8	3	759	110	116	2	-	987
RAYMORE	9	4	1,090	231	44	4	-	1,369
REDVERS	13	5	1,473	299	40	1	-	1,812
REGINA BEACH	2	1	132	-	-	-	-	132
RICETON	2	1	186	23	3	-	-	211
RICHARDSON	0	1	26	0	2	-	-	29
ROCANVILLE	4	2	276	0	-	-	-	277
ROWATT	1	1	154	9	2	-	-	165
SEMANS	1	2	54	8	0	-	-	62
SILTON	1	2	58	-	-	-	-	58
SIMPSON	2	1	262	41	2	-	-	304
SOUTHEY	18	5	1,539	124	38	0	-	1,701
SPY HILL	2	1	247	1	0	-	-	248
STOCKHOLM	1	1	15	0	-	-	-	15
STORTHOKS	1	1	20	1	2	-	-	23

ZONE 3 - CONTINUED								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
STOUGHTON	10	2	557	190	0	-	-	747
STRASBOURG	8	3	794	118	49	-	-	961
VIBANK	2	1	36	0	0	-	-	37
WATROUS	22	8	3,107	566	167	0	-	3,840
WAWOTA	2	3	251	22	0	-	-	274
WELWYN	1	1	53	21	-	-	-	73
WEYBURN	108	18	15,558	3,180	263	37	0	19,039
WHITE CITY	0	1	24	-	-	-	-	24
WHITEWOOD	13	3	2,314	244	55	5	-	2,619
WINDTHORST	9	1	632	144	86	1	-	863
WOLSELEY	9	2	536	10	-	-	-	546
YOUNG	1	1	119	8	0	-	-	128
Zone 3 Totals	665	216	90,027	14,082	2,158	208	1	106,476

ZONE 4 - SOUTHWEST								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
ABBEY	2	2	230	4	2	-	-	236
ASSINIBOIA	35	4	5,961	1,072	435	13	2	7,482
AVONLEA	6	3	745	124	7	-	-	875
BEECHY	0	1	17	7	1	-	-	25
BENGOUGH	8	2	784	123	47	3	-	957
BIRSAY	1	2	172	20	5	-	-	197
BRACKEN	1	1	168	20	-	-	-	187
BRIERCREST	2	1	353	32	5	-	-	391
BROCK	3	1	269	115	1	-	-	386
BROWNLEE	1	1	41	3	2	-	-	46
BURSTALL	1	1	163	-	-	-	-	163
CABRI	7	4	502	66	0	-	-	569
CADILLAC	5	1	589	15	4	-	-	607
CARONPORT	7	1	605	1	-	-	-	606
CENTRAL BUTTE	4	2	951	205	94	2	-	1,253
CHAPLIN	1	1	244	22	1	-	-	267
CLIMAX	3	2	467	107	40	2	-	615
CONSUL	1	1	416	137	2	0	-	555
CORONACH	7	1	1,358	165	38	1	-	1,563
DINSMORE	2	2	210	21	1	-	-	231
EASTEND	5	3	595	21	4	-	-	620
EATONIA	3	2	650	37	0	-	-	688
ELBOW	2	1	174	0	-	-	-	174
ELROSE	5	2	367	139	0	-	-	507
ESTON	8	2	2,132	679	130	2	0	2,944
EYEBROW	2	1	72	0	1	-	-	73
FOX VALLEY	2	2	672	99	5	-	-	775
FRONTIER	2	2	121	1	-	-	-	121
GLENBAIN	2	1	295	2	-	-	-	297
GLENTWORTH	2	1	237	20	15	-	-	271
GRAVELBOURG	11	5	1,267	134	6	-	-	1,408
GULL LAKE	5	2	922	282	39	1	-	1,244
HAZENMORE	2	2	179	1	-	-	-	180
HAZLET	2	1	458	71	-	-	-	529
HERBERT	2	5	173	1	-	-	-	174
KAYVILLE	0	1	17	32	0	-	-	48
KINCAID	6	1	836	383	201	2	-	1,422
KYLE	8	1	1,325	308	94	0	-	1,728

ZONE 4 - CONTINUED								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
LAFLECHE	8	2	707	237	52	1	-	998
LEADER	7	3	1,979	755	272	-	-	3,006
LIMERICK	5	1	522	15	-	-	-	537
LUCKY LAKE	2	2	245	21	4	-	-	270
MACRORIE	0	1	4	-	-	-	-	4
MANKOTA	1	1	30	-	-	-	-	30
MAPLE CREEK	18	7	3,211	595	133	8	-	3,947
MAZENOD	2	1	138	3	-	-	-	141
MCCORD	2	1	518	7	5	-	-	530
MOOSE JAW	261	35	25,622	3,603	260	34	0	29,519
MORSE	1	1	50	2	-	-	-	52
MOSSBANK	0	1	716	3	3	-	-	722
OGEMA	9	3	529	7	1	-	-	537
OUTLOOK	24	6	4,166	1,135	369	3	-	5,673
PANGMAN	2	2	162	20	1	0	-	184
PONTEIX	4	1	512	111	28	3	-	654
PORTREEVE	1	1	147	23	4	-	-	174
RIVERHURST	1	1	66	0	0	-	-	67
ROCKGLEN	5	2	500	32	5	0	-	536
SCEPTRE	0	1	60	-	-	-	-	60
SHAMROCK	2	1	420	52	3	-	-	475
SHAUNAVON	21	7	2,855	1,020	88	4	0	3,967
STRONGFIELD	3	1	383	169	24	-	-	577
SWIFT CURRENT	158	23	27,186	5,307	416	51	5	32,966
TOMPKINS	0	1	52	3	0	-	-	55
TUGASKE	1	1	104	1	-	-	-	105
VANGUARD	2	2	300	6	-	-	-	306
VICEROY	4	1	217	1	-	-	-	218
WALDECK	4	1	767	137	46	3	-	953
WILCOX	2	1	145	13	0	1	-	159
WILLOW BUNCH	5	4	184	14	4	-	-	202
WISETON	2	1	466	36	7	-	-	509
WOODROW	2	2	131	-	-	-	-	131
Zone 4 Totals	732	188	97,832	17,799	2,907	135	7	118,680

ZONE 5 - SASKATOON								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
SASKATOON	1,385	173	157,584	20,612	1,007	500	131	179,834
Zone 5 Totals	1,385	173	157,584	20,612	1,007	500	131	179,834

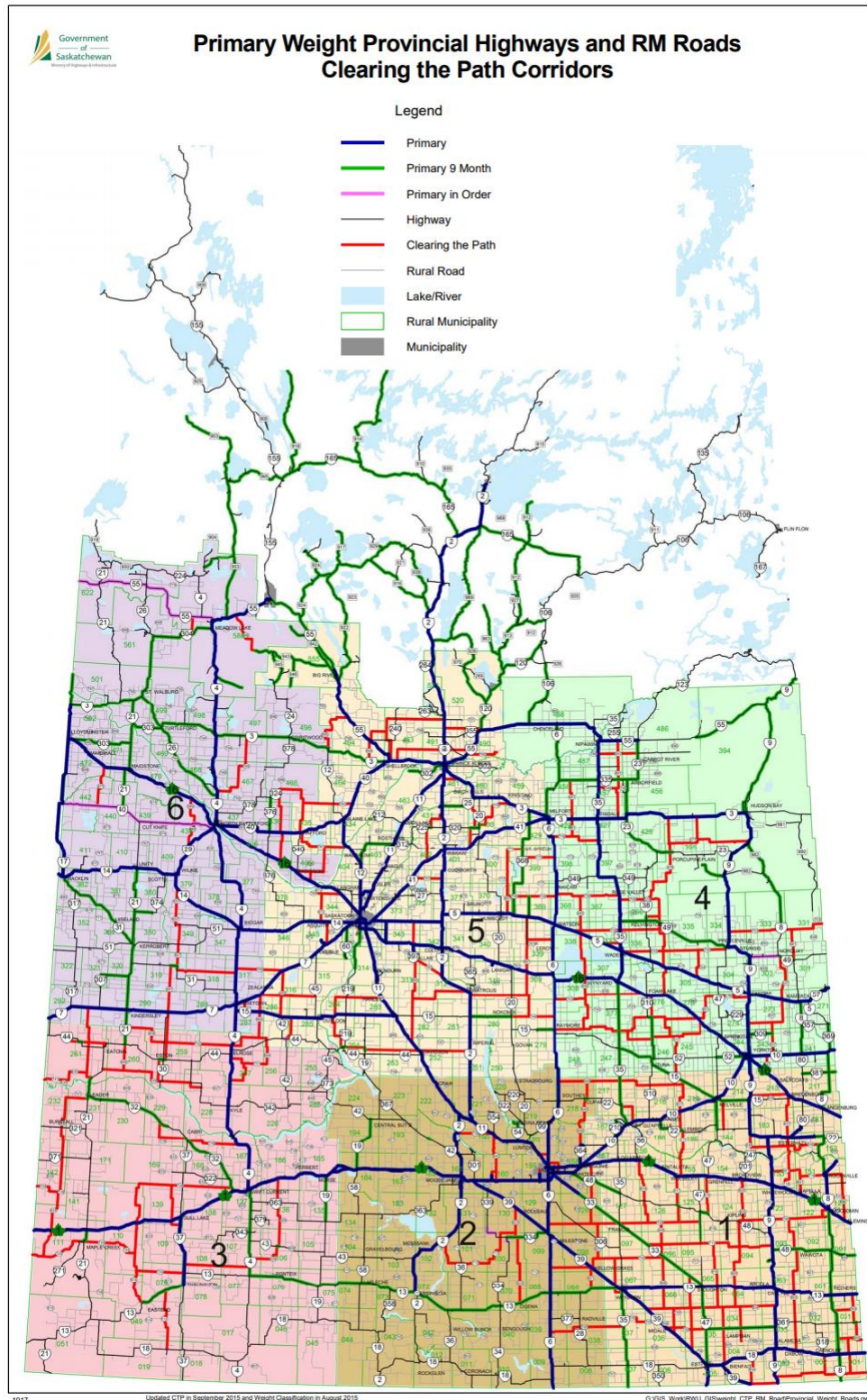
ZONE 6 - REGINA								
Municipality	Pickups	Retailers	PLT	MED	AGR	OTR	OTRII	Total
REGINA	888	111	129,012	26,231	895	426	5	156,569
Zone 6 Totals	888	111	129,012	26,231	895	426	5	156,569

Collection Frequency

Each Registered Retailer will be fall within one of six collection zones based on their location. The volume of tires to be collected from any one location at any given time is dependent upon a number of factors (for example new tire sales that generate a scrap tire, and if the retailer participates in the TSS Return to Retailer program which allows residents to bring in scrap tires for collection without the purchase of new tires). Registered Retailers that generate a lot of sales generally have more scrap tires for collection at any given time and require regular collection however a smaller retail location may have the same collection requirements as it may have virtually no storage space on site. Therefore not all retail locations have the same monthly collection requirement.

On average, for planning purposes, it can be assumed that every retail location in Zones 1 – 4 require tire collection at least once every two months and every retail location in Zones 5 and 6 require tire collection at least every month. More frequent collection may be needed during the spring months (March, April, May) and the fall months (October, November and December) as those are the peak tire sales/tire replacement months.

APPENDIX 8: SASKATCHEWAN HIGHWAY MAP



Map available at: <http://publications.gov.sk.ca/details.cfm?p=83053&cl=7>

2. The Collector shall perform the Services in the Collection Zone upon the terms and conditions set forth in this Agreement and the Product Stewardship Program. TSS reserves all rights to contract additional persons to provide Services in the Collection Zone if it has been determined that the Collector has not been performing the Services up to the standards as defined by TSS or if the Collector has been operating in bad faith.

PAYMENT FOR SERVICES

3. The Collector shall submit a request for payment of the Collection Fee on the 30th day of each month in respect of Services for the immediately preceding period, together with an invoice, collection report and any other information that TSS may require, in each case in a manner and format determined by TSS.
4. Subject to this Agreement, for the due and proper performance of the Services, TSS shall pay to the Collector the Collection Fee within 30 days of the request for payment in respect of Services for the immediately preceding month.

TERM

5. Subject to earlier termination or cancellation in accordance with its terms, this Agreement shall continue for a term of 22 months beginning on March 1, 2019, and ending on December 31, 2020.

SCHEDULES

6. This Agreement includes the following schedules, which are deemed to form part of the Agreement:
 - a. Schedule A – General Term and Conditions
 - b. Schedule B – Insurance Coverage
 - c. Schedule C – Environmental
 - d. Schedule D – Collection Fees
 - e. Schedule E – Collection Zone Definition

NOTICE

7. Any notice, direction, certificate, instrument or other document or communication (in this Section, each a “**notice**”) required or permitted to be given, delivered, sent or served by a party under this Agreement shall be in writing and be delivered personally, telecopied (facsimile), emailed or sent by registered mail, postage prepaid, as hereinafter provided. Any notice if mailed by registered mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the second business day after the post-marked date thereof, or if sent by facsimile or email, shall be deemed to have been received on the business day immediately following the transmission thereof, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the person designated below or to a person at such address having apparent authority to accept deliveries on behalf of the addressee. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices, directions, certificates or other communications shall be delivered by hand



or sent by facsimile or email and shall be deemed to have been received in accordance with this Section. Notices shall be addressed as follows:

If to TSS:

Tire Stewardship of Saskatchewan Inc.
3419 Pasqua Street
Regina, Saskatchewan S4S 7K9
Fax: 306-789-7630 E-mail: brad.colin@tssk.ca

If to the Contractor:

Legal Address: _____ *[Print Legal Name]*
_____ *[Print Legal Address]*
Fax: _____ *[Print Fax Number]*
E-mail: _____ *[Print Email Address]*

Notice of change of address shall also be governed by this Section. From and after the giving of such notice of change of address, the address specified in the notice of change shall be the address for service of the party giving such notice of change of address.

COUNTERPARTS AND ELECTRONIC TRANSMISSION

8. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic transmission of portable document format (.pdf) file or other electronic file, shall be equally effective as delivery of a manually executed counterpart.

SIGNATURE PAGE

The parties have executed this Collector Services Agreement as of the Effective Date.

TIRE STEWARDSHIP OF SASKATCHEWAN INC.

Per: _____
Name:
Title:

[Print Legal Name]

Per: _____
Name:
Title:

SCHEDULE A GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

A.1 In this Agreement:

"Agreement" means this Collector Services Agreement, together with all schedules, appendices and exhibits;

"Change of Control" means the Contractor shall (a) cease to be, directly or indirectly, beneficially owned and controlled by the persons owning or controlling the Contractor as of the Effective Date, or (b) shall cease to own or control all or substantially all of the assets used in connection with the delivery of the Services;

"Collection Fee" means the fee set out in Schedule D – Collection Fee, as determined through a Request for Proposals, paid by TSS to the Collector for the due and proper performance of the Services in the Collector's defined Collection Zone and only with respect to Scrap Tires the Collector has received from a Registered Retailer who has retained TSS to deliver a Product Stewardship Program and is in good standing with TSS;

"Collection Zone" means the Collection Zone or Collection Zones TSS has granted the Collector the right to deliver Services and more particularly described in Schedule E – Collection Zone;

"Collector" means the Person set forth in the Recitals to this Agreement;

"Contaminants" means in respect of Scrap Tires any contaminants, pollutants, hazardous, corrosive or toxic substances, materials, goods or substances and any solid, liquid, gas, odour, radiation or other substances or materials that are prohibited, regulated or restricted by any Government Authority or Environmental Laws, or in respect of Scrap Tires any Environmental Activity which is prohibited, controlled, regulated or licensed by any Governmental Authority or any Environmental Law and **"Contamination"** has a corresponding meaning;

"Contractor" means the Person set forth in the Recitals to this Agreement;

"Effective Date" means the date first written on this Agreement;

"Environmental Activity" means in respect of Scrap Tires any past, present or future activity, event or circumstance in respect of a Contaminant including its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release, escape, leaching, dispersal or migration into the natural environment, including the movement through or in the air, soil, surface water or groundwater;

"Environmental Laws" means any Laws, including EMPA, or common law principle or doctrine, past or future, relating to the protection of the environment, human, plant or animal health, the health and safety of the workplace or an Environmental Activity;

"EMPA" means *The Environmental Management and Protection Act, 2010* (Saskatchewan) or any successor or replacement Laws, and any regulations promulgated thereunder, including *The Scrap Tire Management Regulations, 2017* (Saskatchewan) and *The Saskatchewan Environmental Code* and the standards adopted thereunder, or any successor or replacement Laws;

"First Seller" has the same meaning as "first seller" defined in the Scrap Tire Regulations;

"General Conditions" means this Schedule A – General Terms and Conditions;

"Government Authority" means any federal, provincial or municipal or other governmental body, agency, tribunal or authority having jurisdiction and lawfully empowered to make or impose laws, bylaws, rules or regulations with respect to the Services, any site where Services are preformed or any Environmental Activity or Contaminant;

"GST" means the goods and services tax as provided for in the *Excise Tax Act* (Canada) or any successor or replacement Laws;

"Laws" means any applicable federal, provincial or local law, regulation, bylaw ordinance, rule, permit, licence or code of every relevant jurisdiction that in any manner affects the Services or the performance of the Contractor's obligations under this Agreement and any order, decree, authorization or approval or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;

"Other Contractor" means any Person employed by or having a contract directly or indirectly with TSS otherwise than through the Contractor;

"Person" means any individual, corporation, limited or general partnership, limited liability company, trust, estate or other legal entity;

"PST" means the provincial sales tax as provided for in *The Provincial Sales Tax Act* (Saskatchewan) or any successor or replacement Laws;

"Registered Processors" means Other Contractors who provides Scrap Tire processing services;

"Registered Retailer" means a Person registered with TSS as a "retailer", and who has engaged TSS to operate its Product Stewardship Program on behalf of such Person;

"Product Stewardship Program" has the meaning given to that term in the Recitals;

"Release" means any spill, leak, deposit, pumping, pouring, emission, discharge, injection, escape, leaching, migration, disposal, abandoning, emptying, spraying, seeping, throwing, placing, exhaustion, infusion, introduction and dumping of a Contaminant;

"Scrap Tire" has the same meaning as "Scrap Tire" defined in the Scrap Tire Regulations;

"Scrap Tire Regulations" means *The Scrap Tire Management Regulations, 2017* or any successor or replacement Laws;

"Services" includes the collecting, handling, receiving, transporting, storing and delivering Scrap Tires with no preference or discrimination to locations of Registered Retailers or Scrap Tires within the Collection Zone, the type, use, size or brand of Scrap Tire or the location of the Registered Processors within the Collection Zone, in every case as directed by TSS from time to time;

"Sub-contractors" means any Person engaged as sub-contractor by the Contractor in connection with the provision of the Services;

"Tire" has the same meaning as "tire" defined in the Scrap Tire Regulations;

"TSS" means Tire Stewardship of Saskatchewan Inc.; and

"TSS Operational Directive" means directives issued from time to time by TSS governing the manner in which the Contractor performs the Services or complies with certain undertakings, terms and conditions as set out in this Agreement, which TSS Operational Directives are deemed to form part of this Agreement without any further act or formality of the parties.

A.2 Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- a. the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- b. references to an "Article", "Section" or "Schedule" followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement;
- c. the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- d. words importing the singular number only shall include the plural and vice versa, words importing the use of any gender shall include all genders and the neuter, and words importing the use of an individual, corporation, partnership or other entity shall be interpreted to apply to the Contractor and its legal status;
- e. the word "including" is deemed to mean "including without limitation";
- f. the terms "party" and "the parties" refer to a party or the parties to this Agreement;
- g. any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time; and
- h. all dollar amounts refer to Canadian dollars.

LAW OF THE AGREEMENT

A.3 The Laws of the Province of Saskatchewan (excluding its conflict of laws rules) and the Laws of Canada applicable in Saskatchewan govern the interpretation, validity and enforceability of this Agreement. Subject to Sections A.22 – A.24 (*Dispute Resolution*) of these General Conditions,

the parties each agree to submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.

SERVICE REQUIREMENTS

- A.4 In its performance of the Services, the Contractor shall, and shall cause all persons involved in performing the Services:
- a. perform the Services and all its obligations under this Agreement in accordance with all Laws and Environmental Laws and provide TSS with evidence of compliance with Laws and Environmental Laws when TSS reasonably requests;
 - b. have complete control over the proper performance of the Services and all Persons involved in the Services, including approved Sub-contractors, if any, and shall be entirely responsible for compliance with this Agreement by all such Persons;
 - c. properly perform and complete the Services in a professional manner, with diligence, skill and care, to completion within the timeframes set forth in this Agreement;
 - d. do and fulfill all things indicated or reasonably contemplated by this Agreement;
 - e. ensure that the Services are performed under the supervision of appropriately qualified and experienced personnel and ensure that all Persons engaged in performing the Services are appropriately qualified and experienced for the tasks assigned to them;
 - f. except as may be otherwise expressly provided in this Agreement, obtain and maintain in force all approvals, licenses and permits that are necessary to lawfully perform the Services; and
 - g. if Other Contractors are performing services required by TSS, co-operate with and co-ordinate its activities with the Other Contractors so that the work of all contractors proceeds fairly, efficiently and safely;
 - h. comply with any TSS Operational Directive;
 - i. comply with any security, safety, administrative and operational rules and regulations in force at a site where the Services are performed;
 - j. operate within the policies and procedures as set out by TSS;
 - k. have complete control and responsibility for the safety and health of all Persons involved in performing the Services and take all necessary precautions to guard against any Person being injured or damage to property during the performance of the Services; and
 - l. ensure that workers' compensation covers all workers engaged in performing the Services in accordance with *The Workers' Compensation Act, 2013* (Saskatchewan).

TIME FOR PERFORMANCE

- A.5 Timely performance of the Services is a matter of paramount importance to TSS. Accordingly, the performance of the Services by Contractor shall be undertaken without undue delay.

NO MINIMUM COLLECTION VOLUME OR FEES

- A.6 TSS makes no, and expressly disclaims any, representations, warranties, commitments or guarantees in respect of any minimum level of Services to be performed or fees to be paid pursuant to this Agreement.

CONTRACTOR ACKNOWLEDGEMENT, REPRESENTATIONS, WARRANTIES AND AGREEMENTS

- A.7 The Contractor acknowledges, represents, warrants and agrees that:
- a. it will perform all Services in accordance with the requirements of this Agreement and to best industry standards and practices for services of a similar nature having regard to the requirements of this Agreement;
 - b. the Services will be free from defects and timely performed;
 - c. each request for payment of the Collection Fee, invoice, collection report and any other information that TSS requires shall be true and correct in all respects and any material error or inaccuracy which was known or ought to have been known by the Contractor shall constitute a material breach under this Agreement.

SUB-CONTRACTORS

- A.8 The Contractor shall not employ any Sub-contractor to perform any Services without prior written consent of TSS. No subcontract by the Contractor, nor the granting of any approval or consent to subcontract by TSS, relieves the Contractor of any of its liabilities or obligations under this Agreement. The Contractor shall pay all proper invoices, claims and accounts of Sub-contractors employed in connection with the Services.

PAYMENT OF COLLECTION FEE AND INVOICES

- A.9 Without limiting Sections 3 and 4, each Contractor request for payment of the Collection Fee must: (a) be for Services performed; (b) include separate subtotals for applicable PST and GST; and (c) list in sufficient detail, the Services to which the request for payment relates.
- A.10 If the amount of any invoice is disputed by TSS, TSS shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.

WITHOLDINGS

- A.11 TSS may withhold any amount otherwise payable to the Contractor under this Agreement where such withholding is required by applicable Laws.

REMITTANCES, DEDUCTIONS AND HOLDBACKS

- A.12 The Contractor shall pay and keep current all employer-related expenses, deductions and submissions relating to the Services, workers' compensation contributions, income tax remittances, employment insurance premiums and Canada Pension Plan contributions, and shall indemnify and save harmless TSS from and against all such employer-related expenses, deductions and submissions, including penalties and interest payable, due to the Contractor's failure to comply with this Section A.10.

- A.13 If TSS is required by law to deduct or withhold any amount in respect of any taxes, duties or other charges to any government agency or third party for the account of the Contractor, TSS may deduct the amount from any payment due to the Contractor under this Agreement. The Contractor shall be solely responsible for taking whatever administrative steps are necessary for it to recover amounts deducted or withheld from the relevant Government Authority or other party.

SET-OFF

- A.14 Despite any other provision of this Agreement, TSS may withhold, set-off or deduct from any amount otherwise due to the Contractor on any application for payment or make demand under any security available, any amount that is reasonably necessary to reimburse, indemnify or protect TSS from any loss or damage resulting from or attributable to the Contractor's breach of this Agreement or to reimburse TSS for any amounts otherwise due and payable by the Contractor to TSS under or arising from this Agreement.

TERMINATION

- A.15 This Agreement may be terminated upon the occurrence of any of the following events:
- a. by the mutual written agreement of the parties;
 - b. by TSS by giving to the Contractor 30 days prior written notice;
 - c. by a party on the bankruptcy or insolvency of the other party by giving written notice to the bankrupt or insolvent party;
 - d. by TSS by giving written notice to the Contractor where there is a material breach or non-observance by the Contractor of its obligations hereunder which is not cured within 7 days of notice from TSS of such material breach or such later date as TSS may provide;
 - e. by the Contractor by giving written notice to TSS where there is a material breach or non-observance by TSS of its obligations hereunder which is not cured within 7 days of notice from the Contractor of such material breach or such later date as the Contractor may provide; or
 - f. upon the occurrence of a Change of Control, by TSS immediately on giving written notice to the Contractor.

AUDITS

- A.16 At any time TSS may give the Contractor written notice describing and setting forth an objection to the determination or calculation of the Collection Fee. TSS shall have the right, for a period of 90 days after the Contractor receives notice of such objection, upon reasonable notice and at all reasonable times, to have access to the Contractor's accounts and records relating to the Services and the Collection Fee and, if TSS determines necessary, audited by an independent firm of chartered professional accountants selected by the TSS.

A.17 If as a result of its audit TSS determines that there has been any inaccuracy, deficiency or omission, or an excess in any payment made to the Contractor, such inaccuracy, deficiency, omission or excess may be resolved by:

- a. adjusting the next Collection Fee payment due; or
- b. by demanding payment, which payment shall be made forthwith.

TSS will pay all costs of an audit unless the inaccuracy, deficiency, omission or excess is determined by an independent firm of chartered professional accountants selected by the TSS to be material in the circumstances, in which case the Contractor shall pay the costs of such audit; provided that if fraud or gross negligence is reasonably determined by TSS to exist in respect of any request for the Collection, then the Contractor shall pay the costs of such audit.

INSPECTIONS

A.18 Without limiting its rights in Sections A.16 and A.17 (Audits), upon reasonable notice and at all reasonable times, TSS or its representatives may during the Term of this Agreement access and inspect any site where the Services are performed to ensure compliance with this Agreement's terms and conditions, including Sections A.4 and A.5 of these Terms and Conditions and Schedule C. The Contractor shall cooperate with TSS in permitting access and conducting any such inspection.

A.19 Subject to Section A.15 (Termination), TSS may demand that the Contractor promptly take such action as is necessary to correct any deficiencies identified by TSS or its representatives and bring the Contractor into compliance with any relevant provision of this Agreement.

A.20 Any failure of TSS to notify the Contractor of any deficiency identified during an inspection conducted in accordance with this Agreement is not a waiver of any rights or claims of TSS against the Contractor.

A.21 If any inspection conducted in accordance with this Agreement reveals a material breach of this Agreement, or if fraud or gross negligence is reasonably determined by TSS to exist, then the Contractor shall pay the costs of such inspection.

INSURANCE COVERAGE

A.22 The Contractor shall maintain insurance coverage in accordance with Schedule B – Insurance Coverage.

CONTRACTOR INDEMNIFICATION

A.23 In Section A.17: "**TSS**" includes agents, officers, directors and employees of TSS or any of them; "**Claim**" means any claim, demand, action, cause of action, suit or proceeding; and "**Damages**" means all claims, demands, proceedings, losses, damages, liabilities, fees, deficiencies, fines, diminution in value, costs and expenses (including reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) and, orders, directions and judgments arising directly or indirectly.

A.24 The Contractor shall indemnify and hold harmless TSS from and against all Damages suffered or incurred by TSS as a result of Claims that are made, brought or prosecuted in any manner

whatsoever against TSS by a third party or made or asserted by anyone arising out of or incidental to the Contractor's performance of the Services or of this Agreement.

RIGHTS AND REMEDIES

- A.25 Unless otherwise expressly provided in this Agreement, each party's rights and remedies specified in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party may have, whether under this Agreement, at law, in equity or otherwise.

DISPUTE RESOLUTION

- A.26 Before referring a matter to arbitration, the parties agree to use commercially reasonable efforts to negotiate all disputes arising from this Agreement in good faith after receiving written notification of the existence of a dispute from the other party. If the matter has not been resolved within 30 days of a party's request for negotiation, any party may initiate arbitration as provided by Sections A.22 – A.24.
- A.27 In the event that a dispute arises between the parties with respect to this Agreement or the performance by either party hereunder, and it is not settled informally, arbitration shall be the exclusive manner for resolving such dispute between the parties and such dispute shall be settled by binding arbitration in Regina, Saskatchewan before a single arbitrator in accordance with *The Arbitration Act, 1992* (Saskatchewan).
- A.28 Arbitration under this Agreement shall be initiated by written notice by either party to the other party. The selection of the arbitrator will be by mutual agreement of the parties. In the event that the parties are unable to select an arbitrator, either party may request the Court of Queen's Bench for Saskatchewan to appoint the arbitrator.
- A.29 The award rendered by the arbitrator shall be final and binding on the parties and not subject to further appeal and judgment. The award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration award will be in writing and specify the factual and legal basis for the award. The parties shall pay all fees and expenses owed to the arbitrator equally. It is the intent of the parties that any arbitration shall be concluded as quickly as possible.
- A.30 The Collection Fee shall not be subject to negotiation or arbitration under this Agreement.

INDEPENDENT STATUS OF CONTRACTOR

- A.31 The Contractor is an independent contractor and not an agent, employee, partner or representative of TSS. Nothing contained in this Agreement creates any contractual relationship between TSS and any Sub-contractor nor an employment relationship between TSS and any employee of the Contractor or any Sub-contractor.
- A.32 If the Contractor or any director, officer, employee or agent of the Contractor or any Sub-contractor is deemed or determined to be an employee of TSS, then the Contractor shall indemnify TSS against, and hold TSS harmless from, all liability, costs and expenses for which TSS becomes responsible as a result, including any penalties or interest imposed by any authority pursuant to any Laws.

WAIVER

- A.33 No waiver by TSS of any provision of this Agreement, nor consent by TSS to any departure therefrom, shall in any event be effective unless it is signed by an authorized representative of TSS, and then shall be effective only in the specific instance and for the purpose for which such waiver was given.

MODIFICATION

- A.34 No revision, modification or waiver of this Agreement is binding on TSS unless expressly agreed to in writing signed by an authorized representative of TSS.

ASSIGNMENT

- A.35 This Agreement may not be transferred or assigned in whole or in part by the Contractor without the prior written consent of TSS. Any consent by TSS will not relieve the Contractor of its obligations and liabilities under this Agreement.

ENUREMENT

- A.36 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns (in the case of the Contractor, permitted assigns).

SEVERABILITY

- A.37 All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

TIME OF THE ESSENCE

- A.38 Time shall be of the essence in this Agreement.

ENTIRE AGREEMENT

- A.39 This Agreement sets forth the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior contracts, agreements, understandings, negotiations, representations and discussions, whether oral or written, of the parties. The parties further agree and acknowledge that there are no agreements, representations, warranties or conditions between the parties which are collateral hereto.

SCHEDULE B INSURANCE COVERAGE

CONTRACTOR'S INSURANCE

- B.1 The Contractor shall provide, pay for and maintain the following insurance covering the Services and all of the Contractor's other activities pursuant to the Agreement including:
- a. Commercial General Liability Insurance with a limit of \$2,000,000 each occurrence covering all amounts that the Contractor becomes legally obligated to pay as damages arising from personal injury (including death) and property damage.
 - b. An endorsement to the Commercial General Liability Insurance policy, when applicable as determined by TSS, to include sudden and accidental pollution liability coverage or a stand-alone environmental impairment policy, with a limit of not less than \$2,000,000 per occurrence in either case.
 - c. Automobile Liability Insurance with a limit of \$2,000,000 third party liability covering liability arising from the use of all owned, leased and non-owned automobiles (alternatively, coverage for non-owned automobiles can be provided under the Commercial General Liability Insurance policy).
 - d. Any other insurance with the Contractor is required by any Laws to provide.

TERMS OF CONTRACTOR'S INSURANCE

- B.2 The insurance obtained by the Contractor pursuant to Section B.1 of this Schedule B – Insurance Coverage shall be provided in accordance with the following terms and conditions:
- a. Policies described in Sections B.1.a. and b. of this Schedule B – Insurance Coverage shall include TSS as an additional insured for liability arising out of or in relation to the Contractor's services or operations performed under or incidental to this Agreement.
 - b. Before beginning any Services, the Contractor must provide TSS with a duly authorized certificate of insurance certifying that the coverage required by this Schedule B – Insurance Coverage is in effect and that all insurers must endeavor to provide TSS at least 30 days' written notice of cancellation.
 - c. The Contractor is responsible for payment of all deductions, penalties and adjustments for insurance provided pursuant to this Schedule B – Insurance Coverage, which expenses are, for greater certainty, at the cost of the Contractor and will not be reimbursed by TSS.
 - d. The Contractor shall require all Sub-contractors to obtain and keep in force, during the period when they perform any part of the Services, insurance coverage equivalent to that required in this Schedule B – Insurance Coverage. The parties may in writing agree to reduce or waive all or any portion of such insurance requirements for Sub-contractors under circumstances where Services subcontracted do not warrant equivalent insurance coverage or cannot be reasonably obtained, provided that such reduction or waiver must in no way reduce or waive the Contractor's responsibility or liability for Services performed under subcontract.

- e. Each insurance policy which the Contractor is required to carry pursuant to Section B.1 of this Schedule B – Insurance Coverage shall specifically provide that the insurance is primary and non-contributing with any insurance carried by TSS with respect to the Services or operations in connection with the Agreement.
- f. The Contractor shall make the policies of insurance which it carries pursuant to Section B.1 of this Schedule B – Insurance Coverage available for inspection upon request by TSS.

SCHEDULE C ENVIRONMENTAL

PRECEDENCE

- C.1 In the event of conflict or discrepancy between the provisions of this Schedule C - Environmental and any provisions contained elsewhere in this Agreement, the provisions of this Schedule C - Environmental shall prevail to the extent of such conflict or discrepancy.

ENVIRONMENTAL PROVISIONS

- C.2 The Contractor shall, and shall cause its Sub-contractors, employees and agents to:
- a. at all times and in all respects, comply with and abide by the requirements of all Environmental Laws, including promptly reporting to Government Authorities and TSS all discharges and taking all corrective action in respect of any Contaminants for which the Contractor or its Sub-contractors, employees or agents, are responsible;
 - b. perform the Services, and any Environmental Activity in connection with the Services, in a manner that does not cause or threaten to cause Contamination of, on, under or outside any site where the Services are performed, and while performing the Services not cause, permit or omit anything to be done resulting in Contamination;
 - c. be responsible for the Contractor's, and its Sub-contractor's, employees and agents, Environmental Activities and take any corrective action for any Contamination arising from or caused during the performance of the Services;
 - d. comply with all directions of TSS and any Government Authority regarding its Environmental Activities and corrective action of Contamination arising from or caused during the performance of the Services; and
 - e. provide all information and assistance as TSS reasonably requires in relation to any health, safety or environmental investigation arising out of or in connection with the execution of the Services.
- C.3 In Sections C.3 "**TSS**" includes agents, officers, directors and employees of TSS or any of them; "**Claim**" means any claim, demand, action, cause of action, suit, proceeding, order or direction; and "**Damages**" means all claims, demands, proceedings, losses, damages, liabilities, fees, deficiencies, fines, diminution in value, costs and expenses (including reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) and, orders, directions and judgments arising directly or indirectly.
- C.4 The Contractor indemnifies and holds harmless TSS in respect of any and all Damages that may be incurred or suffered by TSS as a result of any Claim in respect of, or by reason of, or resulting from, or in connection with, or arising in any manner whatsoever by any Environmental Activity done in the performance of Services by the Contractor or its Sub-contractors, employees or agents resulting in: (a) Contamination of, on, under or outside any site where Services are performed, or (b) contravention of Environmental Laws.
- C.5 It is expressly agreed that this Schedule C - Environmental shall survive any termination of this Agreement or completion of the Services.



SCHEDULE D COLLECTION FEE

For all general tire collections carried out in Zone # (s) _____:

Collector Rate Schedule	
Year	Total Rate/ Metric Tonne
2019	
2020	



SCHEDULE E COLLECTION ZONE

[NOTE TO DRAFT: Collection Zone to be inserted based on the outcome of the Request For Proposals.]