



**Tire Stewardship of Saskatchewan**

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**REQUEST FOR PROPOSALS**

**ASSOCIATED APPENDICES**

**FOR THE COLLECTION & TRANSPORTATION OF  
SCRAP TIRES IN SASKATCHEWAN**

Release Date:	October 5, 2022
Closing Date:	November 3, 2022
Closing Time:	3:00 PM (CST)



## 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 to address increasing public expectations for governance, accountability, and transparency. Under these 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 are the contracted service providers with the TSS to collect scrap tires from Registered Retailers and transport the tires to the Registered Processors as directed by the TSS. For the period of January 1, 2023, to December 31, 2024, the TSS seeks to contract one or more companies for the collection and transportation of Scrap Tires through various zones of Saskatchewan. The contract requires that Registered Collectors deliver timely collection of scrap tires from Registered Retailers and transport these scrap tires 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 assigned zone to Registered Processors 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 2018 and 2021 by 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 contract. TSS is anticipating an additional processor located in Regina, Saskatchewan and is structuring this RFP process to include rates to Regina. Once this additional Processor becomes Registered with the program, TSS will work with the applicable Registered Collectors (being a successful Proponent) to adjust delivery destinations as appropriate for each zone. 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 processor destination. A special arrangement would be negotiated with the Registered Collector for these circumstances as they arise.

Registered Processor	Location
Saskatoon Based Processor (currently Shercom Industries)	305230 Township Rd, 382 Lutheran Rd, Martensville, SK S0K 0A2
Regina Based Processor to be determined.	Location to be determined.



### 3. DELIVERY

The Proponent must respect the receiving procedures of the Registered Processors, as outlined in Appendix 5. 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 Services 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 at least one driver representative of the successful Proponent will be required to complete approximately one day of training at the TSS office in Regina in late 2022.

### 6. OWNERSHIP OF TIRES

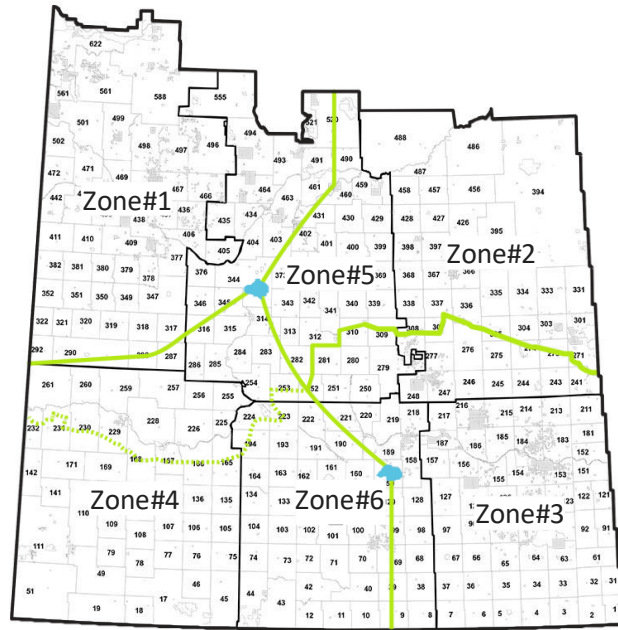
The ownership of the tires is determined as follows, according to the different stages of transport:

- The Registered Retailer from the day the scrap tire is deposited with such Registered Retailer.
- The Registered Processor to receive the scrap tire from the time of collection by the Registered Collector.

The Registered Collector never takes title of the scrap tires, and it must refrain from sorting or disposing of scrap tires before, during or after the collection other than according to the distribution plans or the verbal instruction of the TSS. Any Registered Collector that delivers to a location other than a Registered Processor (as directed by the TSS) without prior approval from the TSS will have breached the terms of the collector services agreement and may be subject to having the collector services agreement terminated by the TSS. Breach of the collector services agreement by a Registered Collector may disqualify such person or entity from participating in any future request for proposals issued by the TSS.

### 7. ZONE DEFINITION

The Collection & Transportation Services outlined in this RFP apply only to the area within the area south of Rural Municipalities 394, 486, 488, 520, 521, 493, 494, 555, 588 and 622, inclusive. The Proponent must serve all Registered Retailers in this area, outlined in Appendix 6: Number of Collection Points & Tires, by Municipality. Note, if a Registered Retailer were to establish themselves and register with the Program, the Proponent would be responsible for the Collection & Transportation Services of scrap tires from their location if they are within any awarded Zone boundaries as depicted below.



Zone	Description of Boundaries
<b>Zone 1:</b>	<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, and 521.</p> <p>East of the Saskatchewan-Alberta border.</p> <p>West of Highway 11 between Saskatoon and Price 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 &amp; 2 (including Martensville and Prince Albert) belong to Zone 2.</p>
<b>Zone 2:</b>	<p>North of Highway 5 stretching between the Saskatchewan-Manitoba border to Wadena. West from Wadena on Highway 35 to Elfros. North from Elfros along Highway 16 through Lanigan. West of Highway 20 from Lanigan to Nokomis. North from Nokomis along Highway 15 to Highway 2. West of Highway 2 to Highway 747. North of Highway 747 to Davidson.</p> <p>North of the Rural Municipalities 309, 310, 281, and 282.</p> <p>South of the Northern-most boundaries of Rural Municipalities 520, 488, 486, and 394.</p> <p>East of Highway 11 between Davidson, Saskatoon, and Prince Albert and of Highway 2 from Prince Albert northwards.</p> <p>West of the Saskatchewan-Manitoba border.</p>

	<p>Municipalities along Highway 5 (including Wadena and Buchanan) belong to Zone 3.  Municipalities along Highway 16 (including Jansen and Lanigan) belong to Zone 2.  Municipalities along Highway 16 (including Wynyard) belong to Zone 3.  Municipalities along Highway 20 (including Nokomis) belong to Zone 3.  Municipalities along Highway 2 (including Simpson and Imperial) belong to Zone 2.  Municipalities along Highway 11 &amp; 2 (including Davidson and Prince Albert) belong to Zone 2.</p>
<b>Zone 3:</b>	<p>North of the United States-Canada border.  South of Highway 5 stretching between the Saskatchewan-Manitoba border to Wadena. East from Wadena on Highway 35 to Elfros. South from Elfros along Highway 16 through Lanigan. East of Highway 20 from Lanigan to Nokomis. South from Nokomis along Highway 15 to Highway 2. East of Highway 2 to Highway 747. South of Highway 747 to Davidson.</p> <p>East of Highway 6 between the United States-Canada border to Regina and Highway 11 from Regina to Davidson.  West of the Saskatchewan-Manitoba border.</p> <p>Municipalities along Highway 5 (including Wadena and Buchanan) belong to Zone 3.  Municipalities along Highway 16 (including Jansen and Lanigan) belong to Zone 2.  Municipalities along Highway 16 (including Wynyard) belong to Zone 3.  Municipalities along Highway 20 (including Nokomis) belong to Zone 3.  Municipalities along Highway 2 (including Simpson and Imperial) belong to Zone 2.  Municipalities along Highway 11 &amp; 2 (including Davidson and Prince Albert) belong to Zone 2</p>
<b>Zone 4:</b>	<p>North of the United States-Canada border.  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 Davidson.</p> <p>Municipalities along Highway 11 (including Davidson) belong to Zone 2.</p> <p>Note: Tires in Zone 4 have the potential to have some tires in certain jurisdictions designated for a Saskatoon based processor and a portion of the tires in certain jurisdictions designated for a Regina based processor. Unless otherwise authorized by TSS the tires in Zone 4 outlined below will be designated for a Saskatoon based processor while all other tires in the Zones are designated for a Regina based processor.</p> <p>North of Highway 562 stretching between the Saskatchewan-Alberta border to Highway 21. East of Highway 21 to Leader. North of Highway 32 from Leader to Cabri. North of Highway 738 from Cabri to Highway 644. West of Highway 644 to Highway 42. North of Highway 42 to Highway 19. West of Highway 19 to Highway 44. North of Highway 44 to Davidson.</p> <p>Municipalities along Highway 19 (including Elbow) are designated to a Saskatoon-based processor.  Municipalities along Highway 32 (including Cabri and Leader) are designated to a Regina-based processor.  Municipalities along Highway 42 (including Riverhurst) are designated to a Regina-based processor.</p>
<b>Zone 5:</b>	<p>Servicing the City of Saskatoon. Defined as any location which is registered as a Registered Retailer in Saskatoon, Saskatchewan.</p>
<b>Zone 6:</b>	<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
<b>PLT</b> PASSENGER CAR / LIGHT TRUCK Rim Sizes 8" - 30"	<ul style="list-style-type: none"> <li>• Passenger Car (P), Light Truck Tires (LT)</li> <li>• Small RV, Trailer, and Utility Trailer Tires</li> <li>• Motorcycle, All Terrain Vehicle and Golf Cart Tires</li> <li>• Lawn and Garden Equipment</li> <li>• Forklift, Skid Steer, Press-on Solids, and Front Tractor and Implement Tires up to a maximum 16" rim</li> </ul>	<ul style="list-style-type: none"> <li>• Passenger Tires (P) are designed for use on passenger cars, light trucks, small RVs, and multipurpose passenger vehicles, including sport utility vehicles and crossover utility vehicles</li> <li>• Codes found on the sidewall of Passenger and Light Truck tires are (P) Passenger and (LT) Light Truck; Temporary Spares are marked (T) Temporary</li> <li>• Includes all tires specifically designed for on/off highway motorcycles, motorcycle sidecars, motor bikes, mopeds, mini-cycles, golf carts and all-terrain vehicles (ATV)</li> <li>• RV Trailer and Utility Trailer tires are marked (ST) Special Trailer</li> <li>• Includes pneumatic Forklift tires, Press-on Solid tires, Bobcat/Skid Steer tires measuring 16" and under</li> <li>• Includes Free Rolling Farm and Implement tires deemed for use on farm equipment up to a maximum 16" rim size</li> <li>• Tires are usually identified with the sidewall marked (IMP) Implement</li> </ul>
<b>MTRK</b> MEDIUM TRUCK Rim Sizes 15" - 24.5"	<ul style="list-style-type: none"> <li>• All tires not marked "LT" or "ST"</li> <li>• Semi and Industrial Truck Tires</li> <li>• Wide Base Skid Steer and Loader Tires 17.5" rim and larger</li> <li>• Forklift, Skid Steer, Press-on Solids and Front Tractor and Implement Tires 16.1" rim and larger</li> </ul>	<ul style="list-style-type: none"> <li>• 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"</li> </ul> <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>
<b>AG</b> AGRICULTURAL TIRES Rim Sizes 24" - 54"	<ul style="list-style-type: none"> <li>• Agriculture (All Rear &amp; Front Wheel Drive) Tires</li> <li>• Rubber Tracks on Agricultural Equipment</li> </ul>	<ul style="list-style-type: none"> <li>• These tires include ALL Rear and Front Wheel Drive tires classified as Agriculture tires</li> </ul> <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>
<b>OTR I</b> OFF THE ROAD/MINING Medium Types (Rim Sizes up to and including 23.5" - 25")	<ul style="list-style-type: none"> <li>• Off-the-Road, Mining, Earthmover, Construction Tires within classification up to and including 23.5-25" Tires</li> <li>• Forestry Tires</li> <li>• Rubber Tracks on Industrial Equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Tires used on tree harvesting equipment and are normally identified with a sidewall marking with suffix letters (LS) Logger/Skidder</li> <li>• Includes OTR Mining, Earthmover (E), Construction (C), Grader (G) Industrial (IND) and Aircraft tires up to and including size 23.5-25" tires</li> </ul>
<b>OTR II</b> OFF-THE ROAD/MINING Larger Types (Rim Sizes 26.5-25" up to 39")	<ul style="list-style-type: none"> <li>• Off-the-Road, Mining, Earthmover, Construction Tires over 23.5"- 25" to a maximum rim size of 39"</li> </ul>	<ul style="list-style-type: none"> <li>• Includes OTR Mining, Earthmover (E), Construction (C), Forestry (F), Industrial (IND), and other on/off highway tires over the size of 23.5-25"</li> </ul> <p><i>*OTR tires that exceed 39" rim is 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 FROM RETAILERS

The data is based on the last five full years of data from 2018 to 2021 for the Scrap Tire Program in Saskatchewan. The numbers presented in this Section 10 are all average of the four years. The TSS cannot guarantee volumes in any given year, in any given zone.

#	Zone	# of Retailers	PLT	MT	AGR	OTR	OTR II	Total Tires	Est. Lbs.	Est. Tonnes
1	Northwest	221	98,075	25,299	1,593	194	15	125,176	5,811,638	2,636
2	Northeast	247	102,597	15,278	2,282	141	9	120,306	5,031,083	2,282
3	Southeast	282	108,587	18,549	2,390	206	1	129,732	5,604,143	2,542
4	Southwest	203	92,296	18,477	2,407	160	4	113,344	5,198,705	2,358
5	Saskatoon	251	164,000	25,540	1,083	382	30	191,035	7,314,146	3,318
6	Regina	164	130,541	29,352	861	376	23	161,153	6,860,717	3,112

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

**Table 1: Historical Tires Collection Distribution by Tire Type & Month (2018-2021)**

Table 1 outlines the historical quantities of tires that are collected in each month, presented as a percentage of annual volume.

Month	PLT	MED	AGR	OTR	OTR II	Total
<b>January</b>	6.6%	6.9%	5.3%	4.1%	4.1%	6.7%
<b>February</b>	5.3%	6.4%	3.4%	8.0%	16.2%	5.4%
<b>March</b>	4.5%	5.5%	4.7%	7.5%	8.0%	4.7%
<b>April</b>	5.1%	6.7%	4.5%	10.1%	15.4%	5.4%
<b>May</b>	8.4%	8.2%	7.6%	9.1%	4.9%	8.4%
<b>June</b>	10.2%	9.6%	12.5%	11.3%	3.6%	10.1%
<b>July</b>	10.8%	10.4%	11.9%	9.6%	7.8%	10.8%
<b>August</b>	8.3%	8.1%	8.0%	7.5%	6.6%	8.2%
<b>September</b>	9.7%	10.2%	12.0%	8.6%	8.8%	9.8%
<b>October</b>	9.2%	9.3%	11.5%	8.3%	6.6%	9.2%
<b>November</b>	11.4%	10.1%	10.3%	9.5%	15.3%	11.2%
<b>December</b>	10.6%	8.4%	8.2%	6.4%	2.7%	10.2%

**Table 2: Historical Unique Pickup Distribution by Month (2018-2021)**

Table 2 outlines the percentage of historical pickups presented as a percentage of total annual pickups.

Month	%
<b>January</b>	6.7%
<b>February</b>	5.4%
<b>March</b>	4.7%
<b>April</b>	5.4%
<b>May</b>	8.4%
<b>June</b>	10.1%
<b>July</b>	10.8%
<b>August</b>	8.2%
<b>September</b>	9.8%
<b>October</b>	9.2%

<b>November</b>	11.2%
<b>December</b>	10.2%

## 10. FUEL SURCHARGE / Abatement

A fuel surcharge or abatement will be applied to the fees a Registered Collector when the average diesel price in Saskatchewan (Indicator from the National Resources Canada) becomes **equal to, lesser than 25%, or greater than 25%** at the average price of August 22, 2022 (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 Saskatoon<sup>1</sup>. At this 25% threshold, an allowance of +/- 5% will be applied to the fee (see example below). This will be calculated by applying the calculation formula shown in the following example. The surcharge will be calculated at the first Tuesday of every month based on the current average price according to data from Natural Resources Canada (as outlined above).

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

	<b>Calculation Method</b>	<b>Value</b>
<b>A</b>	Current Price of Diesel	\$2.350/L
<b>B</b>	Base Price of Fuel (example)	\$1.876/L
<b>C</b>	Impact (A – B)	\$0.474/L
<b>D</b>	Percentage of Fuel Impact (C / B)	25%
<b>E</b>	Percentage of Cost Attributed to Diesel	20%
<b>F</b>	Surcharge for Fuel (D * E)	5%

The following is another example of how the fuel abatement would be calculated.

	<b>Calculation Method</b>	<b>Value</b>
<b>A</b>	Current Price of Diesel	\$1.400/L
<b>B</b>	Base Price of Fuel (example)	\$1.876/L
<b>C</b>	Impact (A – B)	-\$0.476/L
<b>D</b>	Percentage of Fuel Impact (C / B)	-25%
<b>E</b>	Percentage of Cost Attributed to Diesel	20%
<b>F</b>	Surcharge for Fuel (D * E)	-5%

## 11. DURATION OF CONTRACT

The contract will begin on January 1, 2023 and will end on December 31, 2024.

<sup>1</sup> [http://www2.nrcan.gc.ca/eneene/sources/pripri/prov\\_map\\_e.cfm?provCode=SK](http://www2.nrcan.gc.ca/eneene/sources/pripri/prov_map_e.cfm?provCode=SK)



**APPENDIX 2: PROPONENT IDENTIFICATION**

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



### APPENDIX 3: 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 opened after Part A from each Proponent have been reviewed. Please only submit the sheet associated with the Zone(s) your organization is responding to.

Proponents must submit individual sheets for each 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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

<b>Delivery Point</b>	<b>Rate (per MT)</b>
Zone 1 to Saskatoon	
Zone 1 to Regina	
Zone 1 Legacy Tire Pickups	

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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

<b>Delivery Point</b>	<b>Rate (per MT)</b>
Zone 2 to Saskatoon	
Zone 2 to Regina	
Zone 2 Legacy Tire Pickups	

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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

Delivery Point	Rate (per MT)
Zone 3 to Saskatoon	
Zone 3 to Regina	
Zone 3 Legacy Tire Pickups	

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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

Delivery Point	Rate (per MT)
Zone 4 to Saskatoon	
Zone 4 to Regina	
Zone 4 Legacy Tire Pickups	

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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

Delivery Point	Rate (per MT)
Zone 5 to Saskatoon	
Zone 5 to Regina	
Zone 5 Legacy Tire Pickups	

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 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 for which I am bidding.

I certify that the submitted prices are valid for a period of ninety (90) days from the time of the deadline for tenders.

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 11 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 contract. If an additional Processor becomes Registered with the Program, TSS reserves the right to determine the volumes to be delivered to each Registered Processor. TSS will negotiate a fair Collection Fee with the Successful Proponent.

<b>Delivery Point</b>	<b>Rate (per MT)</b>
Zone 6 to Saskatoon	
Zone 6 to Regina	
Zone 6 Legacy Tire Pickups	

Company Name: \_\_\_\_\_

Name of Signee (Authorized Employee): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 4: 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 GHG 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 5: 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
- Driver's must proceed directly to the unloading area
- Driver's must exit promptly when their trailer is unloaded
- Driver's must stay on the entrance road and can park on it and walk to the office, if required
- All Driver's 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
- Driver's 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 6: NUMBER OF COLLECTION POINTS & TIRES (2018-2021 Inclusive)**

Zone 1						
Municipality	Retailer Count	Sum of PLT	Sum of MED	Sum of AG	Sum of OTR	Sum of OTRII
ASQUITH	1	0	0	0	0	0
BATTLEFORD	5	0	0	0	0	0
BIG RIVER	3	3399	1679	35	65	1
BIGGAR	4	9718	3052	344	22	0
BLAINE LAKE	2	4984	689	125	5	0
BORDEN	3	1555	4	2	0	0
BROCK	1	1142	526	11	0	0
BUFFALO NARROWS	1	2299	9	0	0	0
CANWOOD	1	847	0	0	0	0
CORMAN PARK	1	0	0	0	0	0
CUT KNIFE	1	780	0	0	0	0
DALMENY	2	207	7	0	0	0
DEBDEN	2	683	86	60	0	0
DELISLE	1	25	109	0	0	0
DELMAS	2	0	0	0	0	0
DENZIL	1	979	443	13	0	0
DODSLAND	2	5395	4079	224	21	0
EDAM	2	5266	4429	364	40	0
FISKE	1	1300	226	80	0	0
GLASLYN	3	5230	1149	156	6	0
GOODSOIL	4	601	433	22	0	0
GRANDORA	1	0	0	0	0	0
GREENVILLE	1	0	0	0	0	0
HAFFORD	1	1968	46	2	0	0
HANDEL	1	1206	322	11	1	0
HARRIS	1	0	0	0	0	0
HEPBURN	2	4316	566	189	7	0
KERROBERT	2	2218	777	1	0	0
KINDERSLEY	12	28989	17610	360	59	4
LAIRD	1	0	0	0	0	0
LANDIS	1	54	117	0	0	0
LANGHAM	2	987	4	0	0	0
LASHBURN	1	1451	18	1	0	0
LEASK	1	53	8	4	0	0
LEOVILLE	2	3153	498	115	32	1
LLOYDMINSTER	34	113112	31831	994	176	21
LOON LAKE	4	0	0	0	0	0

LUSELAND	2	9378	2826	510	19	0
MACKLIN	2	6511	1701	272	26	0
MACLKIN	1	0	0	0	0	0
MAIDSTONE	2	5698	1851	184	9	0
MAJOR	1	495	34	0	0	0
MARENGO	1	605	63	4	0	0
MARSDEN	2	72	0	0	0	0
MARTENSVILLE	11	14624	389	16	46	13
MEADOW LAKE	15	23285	5181	392	87	9
MEDSTEAD	1	1181	24	2	0	0
MEOTA	3	3757	656	27	1	0
MERVIN	1	3264	32	8	0	0
NEILBURG	1	1822	19	21	0	0
NORTH BATTLEFORD	22	75636	11705	1575	126	11
PARADISE HILL	2	2372	256	25	0	0
PERDUE	1	1089	16	20	0	0
PIERCELAND	3	2637	147	9	0	0
RABBIT LAKE	1	361	1	1	0	0
RADISSON	2	583	73	22	0	0
RED DEER COUNTY	1	511	0	0	0	0
ROSETOWN	6	-3630	136	-896	-9	-2
RUTHILDA	1	143	66	2	0	0
SASKATOON	2	820	0	1	0	0
SHELLBROOK	6	11864	2585	261	7	3
SPIRITWOOD	4	7312	936	260	1	0
ST WALBURG	1	0	0	0	0	0
TESSIER	1	1501	70	14	0	0
TURTLEFORD	2	403	265	0	0	0
UNITY	4	13803	3164	520	29	0
UNTIY	1	0	0	0	0	0
VANCSCOY	1	0	0	0	0	0
WALDHEIM	3	1350	1	0	0	0
WASKESIU	1	0	0	0	0	0
WILKIE	3	2936	281	9	0	0
Grand Total	221	392300	101195	6372	776	61

Zone 2						
Municipality	Retailer Count	Sum of PLT	Sum of MED	Sum of AG	Sum of OTR	Sum of OTRII
ABERDEEN	1	554	0	0	0	0
ALLAN	2	2577	295	437	2	0
BELLEVUE	1	773	22	3	0	0
BLUMENHEIM	1	0	0	0	0	0
BRADWELL	1	229	38	0	0	0
BRUNO	2	1953	421	26	0	0
CARRAGANA	1	0	0	0	0	0
CARROT RIVER	1	879	0	0	0	0
CARROT RIVER	3	9054	4473	548	56	1
CHOICELAND	2	3900	101	15	0	0
CLAVET	2	12866	1481	9	0	0
CREIGHTON	3	0	0	0	0	0
CUDWORTH	6	9391	2720	565	17	0
DANBURY	1	1208	432	16	0	0
DAVIDSON	8	7067	1351	287	0	0
DENARE BEACH	1	289	56	12	0	0
DUCK LAKE	4	0	0	0	0	0
DUNDURN	1	0	0	0	0	0
DUNDURN	1	0	0	0	0	0
ENDEAVOUR	1	76	215	1	2	0
ENGLEFELD	1	475	0	0	0	0
FAIRY GLEN	1	2039	16	1	0	0
HAGUE	5	3377	513	7	0	0
HANLEY	3	5165	208	32	0	0
HOEY	1	228	88	8	0	0
HUDSON BAY	2	2635	1598	89	19	3
HUMBOLDT	15	37776	8275	1142	76	1
IMPERIAL	2	1473	429	11	0	0
JANSEN	1	344	108	12	0	0
KELVINGTON	2	165	1	16	0	0
KINISTINO	4	2381	401	32	0	0
LA RONGE	5	6349	168	12	9	1
LAKE LENORE	1	2604	281	132	0	0
LANIGAN	2	4564	507	146	31	0
LEROY	3	1711	-54	-18	0	0
LINTLAW	1	411	0	0	0	0
MACDOWALL	1	0	0	0	0	0

MEACHAM	1	0	0	0	0	0
MEATH PARK	1	93	7	2	0	0
MELFORT	18	36243	6464	904	38	0
MIDDLE LAKE	2	744	8	1	0	0
MUENSTER	1	347	12	3	0	0
NAICAM	3	4733	896	149	2	0
NIPAWIN	12	16945	2131	550	7	0
NIPAWIN	1	0	0	0	0	0
NORQUAY	1	532	33	0	0	0
OSLER	5	3339	93	1	0	0
PELLY	2	866	27	4	0	0
PORCUPINE PLAINE	3	4795	742	126	5	0
PREECEVILLE	3	11612	2573	340	14	0
PRINCE ALBERT	48	132397	12219	1015	214	28
QUILL LAKE	2	1384	223	5	0	0
ROSE VALLEY	1	228	29	14	0	0
ROSTHERN	3	6672	536	170	6	0
SASKATOON	1	0	0	0	0	0
SIMPSON	1	1001	191	26	0	0
SPALDING	1	165	1	0	0	0
ST. BRIEUX	2	1645	286	88	3	0
TISDALE	7	24101	5746	859	51	2
VISCOUNT	1	493	8	3	2	0
VONDA	2	1182	0	0	0	0
WAKAW	3	3795	298	222	0	0
WARMAN	10	11880	457	5	2	0
WATROUS	9	15136	2345	863	4	0
WATSON	3	6	288	0	0	0
WYNYARD	4	5985	900	229	2	0
YOUNG	1	243	7	4	0	0
ZENON PARK	2	1313	449	2	0	0
Grand Total	247	410388	61113	9126	562	36

<b>Zone 3</b>						
<b>Row Labels</b>	<b>Retailer Count</b>	<b>Sum of PLT</b>	<b>Sum of MED</b>	<b>Sum of AG</b>	<b>Sum of OTR</b>	<b>Sum of OTRII</b>
ALAMEDA	1	1152	1093	11	0	0
ALIDA	2	2332	177	24	0	0
ARCOLA	3	1012	19	14	0	0
ATWATER	1	791	6	0	0	0
BALCARRES	3	0	0	0	0	0
BALGONIE	2	447	0	0	0	0
BANKEND	1	731	4	8	0	0
BETHUNE	1	1260	31	2	0	0
BIENFAIT	1	1356	24	3	0	0
BRANDON	1	0	0	0	0	0
BREDENBURY	2	3533	189	172	0	0
BROADVIEW	1	0	0	0	0	0
BUCHANAN	1	247	0	0	0	0
BULYEA	1	2624	185	19	0	0
CANORA	3	6696	874	124	5	0
CARLYLE	9	20352	4201	304	22	0
CARNDUFF	3	6220	1387	202	25	0
CHAMBERLAIN	2	165	12	11	0	0
CHURCHBRIDGE	3	137	4	1	0	0
COWESSESS	1	3298	0	0	0	0
CRAIK	1	1434	517	72	2	0
CREELMAN	1	719	447	5	0	0
CUPAR	3	1605	62	2	0	0
DAVIN	2	524	6	34	0	0
DYSART	1	1593	12	10	0	0
EMERALD PARK	4	0	0	0	0	0
ESTERHAZY	2	11698	1064	139	290	0
ESTEVAN	18	55050	11229	664	212	0
FOAM LAKE	5	8890	1663	266	4	0
FORT QU'APPELLE	7	7838	352	46	4	0
FRANCIS	1	1024	137	40	0	0
FROBISHER	1	0	0	0	0	0
GLEN EWEN	1	154	34	9	0	0
GLENAVON	1	896	0	2	0	0
GOODWATER	1	16	21	0	0	0
GRAY	1	75	0	0	0	0
GRENFELL	2	7172	2818	565	10	0
INDIAN HEAD	3	7524	926	218	2	0



INVERMAY	2	2376	876	229	10	5
ITUNA	3	1548	142	5	1	0
KAMSACK	4	5453	350	117	0	0
KELLIHER	6	2064	145	21	6	0
KENOSEE LAKE	1	1085	151	1	0	0
KIPLING	4	1372	0	0	0	0
KRONAU	2	118	41	5	0	0
LAKE ALMA	1	328	6	3	0	0
LAMPMAN	1	0	0	0	0	0
LANG	1	2692	387	44	0	0
LANGENBURG	5	9765	735	127	0	0
LEMBERG	1	678	8	4	0	0
LEROSS	1	150	3	0	0	0
LEROSS	1	0	0	0	0	0
LESTOCK	2	1018	22	0	0	0
LIBERTY	2	1099	352	0	0	0
LIPTON	1	959	210	14	0	0
LUMSDEN	2	3780	0	0	0	0
MACOUN	1	0	0	0	0	0
MARGO	1	203	4	1	0	0
MELVILLE	6	16186	1978	298	3	0
MIDALE	1	430	71	0	0	0
MINTON	1	1099	772	15	0	0
MONTMARTRE	3	3463	546	5	0	0
MOOSOMIN	10	9974	1299	211	21	0
NEUDORF	1	801	25	0	0	0
NOKOMIS	1	1666	44	4	0	0
ODESSA	2	900	75	4	0	0
OSAGE	1	679	2	0	0	0
OXBOW	4	8252	480	66	5	0
PASQUA	1	0	0	0	0	0
PILOT BUTTE	3	489	0	0	0	0
PUNNICHY	1	0	0	0	0	0
QU'APPELLE	2	0	0	0	0	0
RADVILLE	4	3637	684	477	5	0
RAYMORE	6	4059	909	131	1	0
REDVERS	5	4953	766	140	2	0
REGINA BEACH	1	640	3	0	0	0
ROCANVILLE	2	1427	0	0	0	0
ROWATT	1	980	104	5	0	0
SALTCOATS	1	351	1	0	0	0
SEMANS	2	16	1	1	0	0

SINTALUTA	1	0	0	0	0	0
SOUTHEY	7	3196	10	3	0	0
STOCKHOLM	1	63	0	0	0	0
STONY PLAIN	1	0	0	0	0	0
STORNOWAY	1	0	0	0	0	0
STORTHOAKS	1	0	0	0	0	0
STOUGHTON	2	1075	173	0	0	0
STRASBOURG	3	3478	868	137	0	0
THEODORE	1	2605	462	11	0	0
VEREGIN	1	621	14	0	0	0
VIBANK	1	83	12	0	0	0
WADENA	6	7464	1254	373	0	0
WAWOTA	1	663	0	0	0	0
WEYBURN	20	57400	14821	1425	107	0
WHITE CITY	2	58	0	0	0	0
WHITEWOOD	2	8114	790	311	13	0
WINDTHORST	2	2754	462	292	0	0
WINNIPEG	1	10550	3827	287	11	0
WOLSELEY	1	1510	7	0	0	0
WOWOTA	1	0	0	0	0	0
YORKTON	27	81459	12810	1824	61	0
YORKTON	1	0	0	0	0	0
<b>Grand Total</b>	<b>282</b>	<b>434348</b>	<b>74196</b>	<b>9558</b>	<b>822</b>	<b>5</b>

<b>Zone 4</b>						
<b>Row Labels</b>	<b>Retailer Count</b>	<b>Sum of PLT</b>	<b>Sum of MED</b>	<b>Sum of AG</b>	<b>Sum of OTR</b>	<b>Sum of OTRII</b>
ABBEY	2	986	8	2	0	0
ASSINIBOIA	7	20728	3991	1249	59	6
AVONLEA	3	3315	193	2	0	0
BATTLEFORD	1	65	2	0	0	0
BEECHY	1	0	0	0	0	0
BENGOUGH	2	1931	73	25	5	0
BIRSAY	2	1208	201	27	12	0
BRACKEN	1	1218	155	8	0	0
BRIERCREST	2	1471	158	22	0	0
BROWNLEE	1	232	76	1	0	0
BURSTALL	1	541	0	0	0	0
CABRI	4	1894	698	0	0	0
CADILLAC	1	1806	98	12	0	0
CARONPORT	1	2012	0	0	0	0
CENTRAL BUTTE	3	3865	1112	282	34	0
CHAPLIN	1	362	0	0	0	0
CLIMAX	2	1782	271	50	8	0
CODERRE	1	0	0	0	0	0
CONSUL	1	1338	358	13	3	0
CORONACH	1	5920	837	127	9	0
DINSMORE	1	1384	61	41	0	0
EASTEND	2	2192	52	3	0	0
EATONIA	2	2226	217	2	0	0
ELBOW	1	778	4	0	0	0
ELROSE	3	1184	377	12	0	0
ESTON	2	8607	3087	438	25	0
EYEBROW	2	498	41	13	0	0
FOX VALLEY	2	2454	519	29	2	0
FRONTIER	2	510	38	10	0	0
GLENBAIN	1	1662	37	1	0	0
GLENTWORTH	1	923	17	12	5	0
GRAVELBOURG	4	4280	408	1	0	0
GULL LAKE	3	5744	1318	139	3	0
HAZENMORE	1	428	1	0	0	0
HERBERT	1	208	0	0	0	0
HODGEVILLE SK	1	6	242	0	0	0
KAYVILLE	1	0	0	0	0	0

KINCAID	1	4134	1327	480	10	0
KYLE	2	5387	1297	321	11	7
LAFLECHE	2	2115	771	72	6	0
LEADER	4	8586	3729	1163	27	0
LIMERICK	1	1455	52	0	0	0
LOREBURN	1	881	113	0	0	0
LUCKY LAKE	2	377	2	0	0	0
MANKOTA	1	81	0	0	0	0
MAPLE CREEK	5	16429	2719	276	4	0
MAZENOD	1	816	6	1	0	0
MCCORD	1	2122	129	3	0	0
MILDEN	1	0	0	0	0	0
MOOSE JAW	34	93249	16527	944	104	2
MORSE	2	302	5	0	0	0
MOSSBANK	4	621	27	4	1	0
OGEMA	4	1763	82	0	0	0
OUTLOOK	8	17826	5436	1567	55	0
PANGMAN	1	657	24	8	1	0
PENSE	1	0	0	0	0	0
PONTEIX	3	1727	89	0	0	0
PORTREEVE	1	186	26	10	0	0
REGINA	1	0	0	0	0	0
RIVERHURST	1	0	0	0	0	0
ROCKGLEN	2	1655	112	6	0	0
ROULEAU	1	680	195	16	0	0
SCEPTRE	1	173	0	0	0	0
SHAMROCK	1	1519	305	3	0	0
SHAUNAVON	5	13299	3720	475	13	0
STEWART VALLEY	1	0	0	0	0	0
STRONGFIELD	1	1247	244	112	0	0
SWIFT CURRENT	31	98862	20221	1447	232	2
TUGASKE	1	183	0	1	0	0
VANGUARD	1	1318	72	9	0	0
VICEROY	1	1483	1	0	0	0
WALDECK	1	2720	1768	164	9	0
WILLOW BUNCH	2	730	126	4	0	0
WISETON	2	2162	130	21	0	0
WOODROW	1	682	2	0	0	0
WYMARK	1	0	0	0	0	0
<b>Grand Total</b>	<b>203</b>	<b>369185</b>	<b>73907</b>	<b>9628</b>	<b>638</b>	<b>17</b>

Zone 5					
Retailer Count	Sum of PLT	Sum of MED	Sum of AG	Sum of OTR	Sum of OTRII
251	655999	102160	4331	1527	121

Zone 6					
Retailer Count	Sum of PLT	Sum of MED	Sum of AG	Sum of OTR	Sum of OTRII
164	522165	117407	3444	1504	90

### Collection Frequency

Each TSS registered retailer will be assigned to one of six collection zones. The volume of tires to be collected from any one retail location at any given time is dependent upon a few 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). Retailers that generate a lot of sales generally have more 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. Service level agreements will dictate a more precise collection pattern (when and how often) for all retailers in the assigned zone and the collector assigned to that zone will be expected to adhere to that.

### Legacy Tires

TSS is tracking the existence of large-scale piles of scrap tires in Rural Municipalities/Communities (including First Nation communities) and on individual property locations. As budgetary restrictions allow, TSS will authorize for piles to be picked up with the approved collector in the zone where the pile is located. These deliveries are to be clearly communicated to processors to ensure special handling to avoid potential contamination at the processing location.



APPENDIX 7: Collector Agreement



COLLECTOR SERVICES AGREEMENT

THIS COLLECTOR SERVICES AGREEMENT is effective as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN: TIRE STEWARDSHIP OF SASKATCHEWAN INC. ("TSS")

AND: \_\_\_\_\_ [Print Legal Name] (the "Collector" or "Contractor")

WHEREAS:

- A. TSS is approved by the Government of Saskatchewan, Minister of Environment to operate a product stewardship program (the "Product Stewardship Program") as required by The Environmental Management and Protection Act, 2010 (Saskatchewan) and The Scrap Tire Management Regulations, 2017 (Saskatchewan).
B. The Collector has been awarded Collection Zone #(s) \_\_\_\_\_ through a fair and competitive process.
C. TSS wishes the Contractor to perform the Services, and the Contractor agrees to perform the Services, in accordance with the terms and conditions in this Agreement and the Product Stewardship Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TSS and the Contractor acknowledge, agree and represent as follows:

DEFINITIONS

- 1. Unless context requires otherwise, all capitalized terms used in this Agreement, including the recitals, shall have the meaning given to those terms in Section A.1 of Schedule A - General Terms and Conditions.

SCOPE OF SERVICES AND COLLECTION ZONE

2. The Collector shall perform the Services in the Collection Zone upon the terms and conditions set forth in this Agreement, the Product Stewardship Program and any TSS Operational Directive in effect from time to time. TSS reserves all rights to contract additional persons to provide Services in the Collection Zone if it has been determined by TSS that the Collector is in breach of this Agreement, or otherwise not performing the Services to the standards defined from time to time by TSS, or if the Collector has been operating in bad faith, as determined by TSS in its sole discretion.

## PAYMENT FOR SERVICES

3. The Collector shall submit a request for payment of the Collection Fee on the 30<sup>th</sup> 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 24 months beginning on January 1, 2023, and ending on December 31, 2024.

## 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 and Fuel Surcharge / Abatement
  - 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.  
302-1916 Dewdney Avenue  
Regina, Saskatchewan S4R 1G9  
Fax: 306-789-7630  
E-mail: contactus@tssk.ca

If to the Contractor:

\_\_\_\_\_ *[Print Legal Name]*  
Legal Address: \_\_\_\_\_ *[Print Legal Address]*  
\_\_\_\_\_ *[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, the General Conditions, any TSS Operational Directive, together with all schedules, appendices and exhibits attached thereto and hereto, as applicable;

**"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 Fees and Fuel Surcharge / Abatement, as determined through a Request for Proposals, paid by TSS to the Collector for the due and proper performance of the Services in the 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 awarded the Collector the right to deliver Services and more particularly depicted and 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;

“**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 performed 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.26 – A.30 (*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. maintain all equipment used in connection with performing the Services in good repair, mechanical condition and appearance;
  - e. do and fulfill all things indicated or reasonably contemplated by this Agreement;
  - f. 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;
  - g. ensure that the Services are performed only with Registered Retailers and Registered Processors who are in good standing with TSS. TSS will notify the Contractor of any Registered Retailer or Registered Processor who is not in good standing with TSS;
  - h. 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;
  - i. 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;
  - j. comply with any TSS Operational Directive;
  - k. comply with any security, safety, administrative and operational rules and regulations in force at a site where the Services are performed;
  - l. operate within the policies and procedures as set out by TSS;
  - m. 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

- n. ensure that workers' compensation covers all workers engaged in performing the Services in accordance with *The Workers' Compensation Act, 2013* (Saskatchewan).

Failure to meet service requirements shall be, and shall be deemed to be, a material breach of this Agreement.

## 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. For greater certainty, and without limitation, the Contractor shall remain responsible for timely performance of the Services notwithstanding any vehicular accident, inclement weather, mechanical failure, parts or systems malfunction, lack of fuel or employee shortage. Failure of timely performance of the Services shall be, and shall be deemed to be, a material breach of this Agreement.

## 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, including Scrap Tires by type, amount, weight and any other information TSS may require from time to time.

- A.10 If the amount of any invoice is disputed by TSS, including where TSS' expected weight of any particular collection is less than the Collector's actual weight of such particular collection, TSS shall give prompt notice of the disputed amount with reasons and will not delay payment of the undisputed amount of the invoice (including the expected weight).

### 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.27 – A.30.

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-contractors, 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 AND FUEL SURCHARGE / ABATEMENT

**[NOTE: Rates to be inserted based on the outcome of the Request For Proposals.]**

For all Scrap Tire collections carried out in Zone # (s) \_\_\_\_\_:

<b>Collector Rate Schedule</b>		
Year	Total Rate/ Metric Tonne for delivery to Saskatoon- based Registered Processor	Total Rate/ Metric Tonne for delivery to Regina- based Registered Processor
2023		
2024		

The rate per metric tonne shall be increased or decreased, as applicable, based on calculation of a fuel surcharge or abatement, as applicable, when the average diesel price in Saskatchewan (calculated using an average of that day's pricing of diesel fuel in Moose Jaw, Prince Albert, Regina and Saskatoon as reported by National Resources Canada) is +25% or more (in the case of a surcharge) or -25% or less (in the case of an abatement) calculated in accordance with the following calculation:

<b>Calculation Method</b>		
<b>A</b>	Price of Diesel as of September 1, 2022	\$[•]/L
<b>B</b>	Base Price of Fuel as of the first Tuesday of each Month of the Term	\$[•]/L
<b>C</b>	Impact (A – B)	\$[•]/L
<b>D</b>	Percentage of Fuel Impact (C / B)	[•]%
<b>E</b>	Percentage of Cost Attributed to Diesel as Deemed by TSS	20%
<b>F</b>	Surcharge / Abatement for Fuel (D -/+ E)	[•]%

The fuel surcharge or abatement, as applicable, will be calculated by TSS on the first Tuesday of each month of the term of this Agreement, and the Collection Fee for all Services after such day shall be adjusted for the fuel surcharge or abatement, as applicable.

Reference to the sample calculations in the Request for Proposals dated September [•], 2022 are incorporated by reference and illustrative purposes only.



## SCHEDULE E COLLECTION ZONE

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