



Tire Stewardship of Saskatchewan

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REQUEST FOR PROPOSALS

**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)

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

NOTE: Associated Appendices in Separate Document



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 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.

In 2018, the TSS issued an RFP for scrap tire collection and three proponents received two-year contracts which were extended to December 31, 2022. The TSS issues this Request for Proposals (“**RFP**”) with the objective of obtaining Proposals (defined below) from Proponents (defined below) to provide collection and transportation services as more particularly summarized in this RFP and the terms of any final Services Agreement entered following this RFP. Existing collectors are encouraged to provide Proposals, in addition to any others interested and qualified to participate in this RFP.

The purpose of this RFP is to invite interested Proponents to prepare and submit competitive Proposals (to perform services for the TSS’ scrap tire management program in Saskatchewan.

2 RFP TERMINOLOGY

2.1 DEFINED TERMS

In this RFP, the following terms of 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 Services or the performance of the Proponents obligations under this RFP, or any Services 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 & Transportation Services” or “Services”	means the collection of Scrap Tires from Registered Retailers in a timely and professional fashion along with the transportation and delivery to the Registered Processor(s) in Saskatchewan or other specified locations, as directed by TSS, as more particularly set out in the Services Agreement and subject to all terms and conditions set out therein.
“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.
“First Seller”	has the same meaning as “first seller” defined in <i>The Scrap Tire Management Regulations, 2017</i> .
“Management Plan”	means the Proponent’s tire management strategy, both at the administrative and operational levels.
“Minister”	means the Minister of Environment.
“Ministry”	means the Ministry of Environment.



“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 Ministry.
“Registered Processor”	means a company specializing in the treatment, processing and recycling of Scrap Tires. Registered Processors are the contracted service providers with the TSS to accept transported scrap tires from collectors and process them into different end uses and recycled materials for various markets.
“Registered Retailer”	means an organization that is registered with TSS that retails tires to end consumers.
“RFP”	means this Request for Proposals, as amended from time to time.
“Scrap Tires”	means all of Scrap Tires at First Seller locations.
“Services 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.
“Successful Proponent”	means the Proponent(s) selected by TSS for the Collection & Transportation Services for a Zone.
“TSS”	means Tire Stewardship of Saskatchewan Inc.
“Zone” or “Collection Zone”	means a defined area of collection in the Province of Saskatchewan as outlined in Section 8 of Appendix 1.

3 PROJECT DESCRIPTION

3.1 BACKGROUND INFORMATION

The TSS is looking for two or more proponents to provide Collection & Transportation Services, which include the collecting, handling, receiving, transporting, storing and delivering of Scrap Tires from Registered Retailers in a specified Collection Zone to the Registered Processor(s) or other specified end destination, as directed by the TSS. There are six (6) Collection Zones under the scrap tire zone collection model in Saskatchewan. Zones have been slightly adjusted to provide more efficiencies. Proponents may submit a proposal for a single zone or submit multiple proposals for multiple zones. Proponents only need to prepare one response corresponding to Part A as outlined 5.2 Proposal Requirements, while completing one response corresponding to Part B for each Zone in which the Proponent wants to bid. Proposals for each Zone will be evaluated independently.

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

3.2 DESIRED OUTCOMES

The zone collection model operated by TSS provides the following benefits:

- Better service to Registered Retailers,
- Improved Collector accountability,
- Increased transportation efficiencies (including a reduction of Greenhouse Gases),
- The development of innovative and cost-saving collection and transportation methods, and
- A fair and competitive process for selecting Collectors in the Province of Saskatchewan.



3.3 STATEMENT OF PURPOSE

The intent of this RFP document is to provide the required background information to allow for interested Proponents to provide a cost-effective, creative solution to providing these services in one or multiple Collection Zones. The Proponent must provide a proposed rate associated with these services.

Proponents are encouraged to come up with creative solutions for the Collection & Transportation services within a 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 is looking for proposals from Proponents interested in providing collection services in one or multiple Collection Zones. The selected Proponent(s) 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 Registered Retailers within their awarded Zone and delivery to Registered Processor(s).
3. Establish efficient routes throughout the Collection Zone reducing as much as possible the kilometers driven and the associated Greenhouse Gas (GHG) emissions.
4. Be accountable for the collection of all Scrap Tires from Registered Retailers in the Collection Zone to ensure all Registered Retailers receive regular collection service (the definition of regular will vary depending on volume at Registered Retailers). The lack of service within a contracted Collection Zone could lead to the withholding of fees paid to the Proponent.
5. Serve in partnership with TSS by operating in a fair and ethical manner, provide clear and timely exchange of information, able to perform the service to the standards required by the program, and work with TSS to ensure the long-term viability of the program.
6. Acquire, maintain and operate the equipment needed to optimize shipments to minimize GHG emissions and to offer GPS tracking capability to help track and manage shipments.
7. Allow TSS has the right to audit logbooks, pre-trip inspection records, GPS data on individual shipments
8. Have the capacity to collect and transport legacy scrap tire piles and shipments as required by TSS

A DRAFT agreement has been attached to this Request for Proposal to outline the expectations and requirements of the Proponent (see Appendix 9). Additionally, more details can be found in Schedule F of the Agreement, Policies & Procedures. Proponents are encouraged to use creative and unique approaches to the collection and transporting of Scrap Tires.

TSS intends to enter into a contract with the successful Proponents from January 1, 2023, to December 31, 2024. There will be a minimum of 2 collectors in the province.

4 INSTRUCTION TO PROPONENTS

4.1 TIMETABLE

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

Important Dates	Date
Issuance of RFP	October 5, 2022
Closing of Questions	October 20, 2022
Response Submission Deadline	November 3, 2022
Bidders Presentation (if required)	Week of November 7, 2022



Contract Award	November 25, 2022
Collection Start Date	January 1, 2023

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

TSS will issue communications or addenda through the SaskTenders website. 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 Stevyn Arnt, Executive Director, Tire Stewardship of Saskatchewan, by e-mail at stevyn.arnt@tssk.ca. Clarifications requested by Proponents must be e-mailed to 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 posted on SaskTenders.

Addenda may be made at any time and will be posted on SaskTenders. 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.

4.4 BIDDERS PRESENTATION

TSS at its discretion may request a Bidder to make a presentation of their proposal and allow for a period of Q and A, during the week of November 7, 2022.

5 PROPOSAL SUBMISSIONS

5.1 PROPOSAL DELIVERY

The closing time for this RFP is 3:00 pm CST November 3, 2022 (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
stevyn.arnt@tssk.ca

For each Proponent, the following requirements in Part A must only be delivered once. For each zone that the Proponent is Bidding 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

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

1. Introduction

- Appendix 2: 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.
- Experience of the Proponent in the Collection & Transportation of Scrap Tires or similar contracts for other types of products.
- The Proponent's experience in the broader Collection & Transportation industry.
- A detailed outline of the Proponent's safety record and safety guidelines and policies (such as drug-testing).

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 including Section 3.1 in Schedule F.

5. Innovation & Environmental Considerations

- Review Appendix 4 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

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

Collection Management Plan

- An explanation of the business plan to meet all requirements to include:
 - An explanation of the administrative structure
 - the necessary human resources
 - and the equipment the Proponent intends to use, throughout the duration of the contract.
- An explanation of the operational plan to efficiently and effectively complete the required collections. This could include proposed routes, innovative cost-reduction strategies, etc.
- Provide a detailed 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.
- A confirmation the equipment is in a good state of repair and maintenance and always meet all the requirements of the Traffic Safety Act and the Highway Traffic Act.
- The Proponent must be able to store on their site and at their costs up to 5% of the estimated annual volumes of their zone(s) to address any temporary lapse in the ability of a Registered Processor to accept tires.

Pricing Offer

Proponents must include Pricing Offers for each of the different Collection Zones they are interested in (Appendix 3).

5.3 PROPOSAL MODIFICATIONS



Proponent amendments to a submitted Proposal will be accepted if received in writing by e-mail 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-mail to 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 based on 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

The TSS 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 plan and proposed costs for each Collection Zone in which the Proponent is interested.

Part A

Each Proponent is required to only submit one response that includes the items outlined in Part A; Proponent's Experience, Financial Capacity, Customer Service and Innovation & Environmental. If an organization does not meet the minimum requirements under Part A, their Part B responses shall not be opened. The TSS shall determine the extent to which each RFP response meets the requirements of the Request for Proposals document and assesses it based on the information contained in the Proposals. The 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 Services. A Proponent who fails to provide information on a given criterion does not receive points for the criterion.

Part B

For each Collection Zone in which a Proponent is interested in providing services, they must provide a Collection Management Plan, along with a Pricing Offer. Pricing will be assessed based on a relative pricing formula (relative to each Pricing Offer for a given Zone) against the average rates set out in the Pricing Offers.

6.3 DURATION OF OFFER

Proposals shall remain open to acceptance and costs fixed to the end of November 2022 (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.

6.4 SELECTION OF A PREFERRED PROPONENT AND NEGOTIATION OF AN AGREEMENT

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

If for any reason the TSS determines that it is unlikely to reach final Services Agreement with the preferred Proponent(s), then the 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:

- a) terminating the procurement process entirely and proceeding with the Collection & Transportation Services in some other manner, including using other contractors; or
- b) inviting one of the other Proponents to enter discussions to reach a Services 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 the TSS to select a Proponent(s) or enter into any Services Agreement(s) 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;
- l) issue, amend or replace the Services Agreement prior to signing;
- m) retain Proponents in consideration of performing services for other projects.

7.4 CONFIDENTIALITY

All Proposals submitted to the TSS become the property of the TSS and will be received and held in confidence by the TSS in accordance with, and subject to, Applicable Laws.

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 Services Agreement or otherwise at law, the liability of the TSS, and its directors, officers, 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, Ministry of Environment, or other lobbying whatsoever in relation to 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 directors, ministers, officers, 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.

Such lobbying will disqualify the proponent from eligibility for further consideration and for any offer of an agreement by the TSS.