

# TENDER

For The

**SUPPLY OF** 

## WINE & SPIRIT HAULING

**TENDER #6188** 

January 1st, 2024 - December 31st, 2026

The P.E.I. Liquor Control Commission requests interested parties to submit Tenders for the hauling of wine & spirits from various Canadian locations.

#### **Terms and Conditions**

- 1. Three Year Contract: January 1, 2024 December 31, 2026.
- 2. PEILCC reserves the right to award the tender as a complete package or by route.
- 3. Tender closing: November 17th, 2023, at 12:00 noon.
- 4. Lowest or any Tender not necessarily accepted.
- 5. Restricted to independent Island Truckers who must have their corporate head office on P.E.I..
- 6. Companies/Drivers must meet all regulatory and licensing requirements.
- 7. Workers Compensation Board compliance for P.E.I.
- 8. IFTA Compliance must have IFTA License; photo copy required.
- 9. Rates must be made on a fixed full load basis as well as a cwt basis for LTL.
- 10. Supply two (2) letters of reference.
- 11. Maintenance, safety, and accident reports must be included.

#### 12. <u>Fuel Surcharge</u>

Any Respondent who proposes a "Fuel Surcharge" fuel adjustment factor, must provide the following information:

- 1. The basis on which the price of the Fuel Surcharge is determined (for example, FCA (Freight Carriers Association of Canada).
- 2. Method of calculation the Fuel Surcharge adjustment factor.
- 3. Frequency of adjustment should be either weekly or monthly; adjustment should not be more frequent than weekly.
- 4. Effective date and timing of adjustments.

No adjustment factor will be accepted unless the formula on which it is based is clearly set out.

Any adjustment factor provided will be weighed in assessing the overall response.

Any respondent who chooses to provide for a "Fuel Surcharge" price adjustment must provide such adjustment in writing to the PEILCC prior to the first business day of the week and maintain this (Monday) rate for the week.

#### 13. Pick up and Delivery

Pick up and delivery appointments are the responsibility of the successful carrier.

#### 14. Indemnification

The Respondent shall indemnify and hold harmless PEI Liquor Control Commission, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error, or omission, including, but not limited to, those of negligence, of the Respondent or anyone directly or indirectly employed by the Respondent or anyone for whom the Respondent may be liable. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Respondent may have, nor by the limits of any such insurance and it shall endure after termination of this contract or any renewal thereof.

#### **Insurance Requirements**

The Respondent shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to PEI Liquor Control Commission:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence, and the policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, and blanket contractual liability. The Respondent shall add PEI Liquor Control Commission as an additional insured under this policy. Commercial General Liability insurance shall be endorsed to provide the PEI Liquor Commission with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days notice in the event of non-payment.
- (b) Automotive liability coverage (Standard Automobile Policy) on all vehicles, owned, leased, operated or licensed in the name of the Vendor, in an amount not less than \$2,000,000.00 (Two Million Dollars).
- (c) Inland Marine Liability (Cargo) Insurance in an amount not less than \$100,000.00 (One Hundred Thousand Dollars) covering damage sustained to the property being transported on behalf of PEI Liquor Control Commission.

All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the PEI Liquor Control Commission nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

#### **Proof of Insurance**

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the PEI Liquor Control Commission prior to commencement of work by the Respondent and must be updated as required during the Term.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the PEI Liquor Commission. Default of delivery or receipt by the PEI Liquor Control Commission shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Tender.

#### 2. Type and Quantity of Equipment:

2.1 TRACTORS				
Year	Make	Model		
	L <sub>P</sub> 1 -			
	1			

2,2 TRAILORS				
Year	Make	Model		

Note: Trailers must be 102" x 45' minimum outside and 98" inside with temperature controlled capability. All equipment must have current Provincial licenses and inspections.

## • If additional space required, please use and attach a separate sheet.

Shipping Points & Current Rates/Trailer Load					
Route #	Shipping Point	Rate	Consolidated Full Loads *		
1	Moncton/Scoudouc, NB		28		
2	Truro, NS		30		
3	Dartmouth/Halifax		58		
4	Montreal, Que		33		
5	Valleyfield, Que.		39		
6	Toronto, Ont.				
7	Brampton, Ont.		52		
8	Amherstburg, Ont.				
9	Grimsby, Ont.				
10	Walkerville, Ont.		18		
11	Hamilton, Ont.				
12	St. John's, NF		4 LTL		
13	Consolidation Charge				
14	Off Line Mileage Charge				
15	Remanifest Charge	4			
16	Rebate for Missed Pick Ups				

\*Subject to change as our business evolves.

<sup>\*</sup> Based on January 1st, 2022- December 31st, 2022 traffic.

PEILCC Contracts Container Destuffing Services in Halifax/Dartmouth.

As part of this Tender, the Carrier will provide the following:

- a) Provide a Trailer Bank for use by the Destuffer in Halifax/Dartmouth, NS.
- b) Provide daily pick up for PEILCC at the Destuffers Warehouese in Halifax/Dartmouth, NS.

**Note:** All storage charges related to late pickup at the Destuffer will be the responsibility of the carrier.

- c) Ability to pick up load on date requested: PEILCC not responsible for lay over charges.
- d) Pick up complete load.
- e) Notify PEILCC if any changes/delays/lateness.
- f) Provide carrier B/L and all necessary paperwork associated with PEILCC orders at time of delivery.
- g) PEILCC attempts to maximize space and weight available. It is the carriers responsibility to ensure the load does not exceed the allowable weight before moving down the highway. PEILCC will not be responsible for any overweight charges.

#### 3. Rate per Route: (must tender on all routes)

Route	Rate	Route	Rate
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

### Tender Information

LTL Rates			
	Rate Per CWT	Loads	Rate
Halifax - Dartmouth: Total Loads	Min.		
	0 - 1000	1	
	1001 - 2500		
	2501 - 5000		
	5001 - 10000		
	10001 - 15000		11/1
	15001 - 20000		
St. John's, Nfld.: Total Loads	Min.		
Total Loads	0 - 1000		
	1001 - 2500		
	2501 - 5000		
	5001 - 10000		
	10001 - 15000		
	15001 - 20000		

- ◆ The successful bidder will provide free return of pallets of the PEILCC shippers based on a minimum of one hundred (100) pallets per shipment.
- ◆ The PEILCC:
  - will provide a minimum of four (4) days lead time;
  - must be notified and approve of any subcontracting on this traffic.

Please email this completed Tender package to:

Melanie Barlow
Procurement Officer
Department of Finance
Province of PEI
procurementservices@gov.pe.ca

◆ Tender closing date: November 17th, 2023, at 12:00 noon.

♦ Include: Tender #6188

Bidder's Informat	ion		
Name			
Address			
Telephone No.			
Fax No.			 
Email:		- 1	
Name of Company Official Signature of Company Official			