



**REQUEST FOR PROPOSAL
2013-14**

**Transportation Services for Spirit & Wine and Related Product,
Equipment & Supplies**

March 8, 2013

**Issued by:
NH State Liquor Commission**



**New Hampshire
State Liquor Commission
PO Box 503, Concord, NH 03302**

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STATE OF NEW HAMPSHIRE
NH LIQUOR COMMISSION
RFP 2013 - 14
Transportation of Product

Proposal Offer

The undersigned hereby offers to provide to the New Hampshire State Liquor Commission the services indicated in this proposal at the pricing quoted herein in complete accordance with all conditions of the Commission's Request For Proposal.

Name: _____

Address: _____

Telephone: _____

By: _____

Signature

Type or print name and title

THIS PROPOSAL OFFER IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE VENDOR.

This proposal offer must be executed by the Vendor and attached to the front of its submission.
This proposal is to remain valid for a period of 180 days from the proposal due date.

Execution of Proposal Offer form signifies agreement to enter into a contract with the NHSLC which contains the General Provisions described in APPENDIX E

PART 1 GENERAL INFORMATION FOR VENDORS

1.0 Definitions

Definition of Terms

The following definitions are in addition to definitions appearing in other documents referenced by, and part of, this RFP,

“Backup Capacity.” Sufficient reserve capacity or ability to recover so that the function or operation is not seriously affected.

"Beverage" means any beer, wine, similar fermented malt or vinous Liquor and fruit juices and any other liquid intended for human consumption as a beverage having an alcoholic content of not less than 1/2 of one percent by volume and not more than 6 percent alcohol by volume at 60 degrees Fahrenheit

"Beverage vendor" means an individual, partnership, limited liability company, or corporation, including any subsidiaries thereof, which sell beverages to wholesale distributors.

All Suppliers provide Product to the NHSLC through a licensed NH Broker.

Throughout the RFP, the terms “delivery” and “shipment” are used. They must be read in context. As a general rule, notwithstanding which term is used, the Warehouse receives Product deliveries from a Supplier; the Warehouse prepares a shipment for the Common Carrier; and, the Common Carrier makes a delivery to a NHSLC operated liquor store.

"Common Carrier" means a person who, for a fee, provides public transportation of goods or persons.

“EC” The Evaluation Committee appointed by the NHSLC.

"License" means the authority granted by the commission to engage in the sale of liquor or Wine, beverages, otherwise unlawful unless evidenced by such document

"Licensee" means the person to whom a License of any kind is issued by the commission.

"Liquor" means all distilled and rectified spirits, alcohol, Wines, fermented and malt Liquor and cider, of over 6 percent alcoholic content by volume at 60 degrees Fahrenheit. Liquor shall not include specialty beer as defined in RSA 175:1, LXIV-a. RSA 175:1, XLII

“Mandatory” A mandatory requirement is the minimum that must be met by the Vendor. A Vendor not fulfilling a mandatory requirement may be eliminated from the evaluation process. The identification of a requirement as “Mandatory” shall not limit the NHSLC, at its sole discretion, from accepting an alternative considered by the NHSLC to be equal or superior.

“NHSLC” The State of New Hampshire Liquor Commission and/or authorized NHSLC employee or agent.

“Product” NHSLC and Supplier owned Liquor and Wine, accessories, equipment and supplies including totes and marketing materials.

Proposal. Any response to this RFP.

“Supplier” Any entity (excluding the NHSLC and the “Vendor”) using the Warehouse facility for the storage of liquor and/or Wine. It includes a "Liquor vendor," an individual, partnership, limited liability company or corporation, which sells liquor and fortified Wines containing more than 15.5 percent alcoholic content by volume at 60 degrees Fahrenheit to the state. It also includes a "Wine vendor," an individual, partnership, limited liability company or corporation, which sells table Wine to the state, containing more than 6 percent but not more than 15.5 percent alcoholic content by volume at 60 degrees Fahrenheit.

“Transportation” means the movement of Product within New Hampshire by an entity which has an NHSLC carrier license and a USDOT common carrier license.

“Vehicle” Various types of equipment used to ensure the smooth execution of work in the transportation of Product including but not limited to tractors, trailers, fork lifts, maintenance tools, the necessary equipment to provide a connection between the truck and the rollers maintained in the stores, etc.. All equipment should be properly stored when not in use and a regular maintenance schedule posted. Transportation Vendor staff must be trained in standard daily maintenance practices and the correct use of equipment. Where necessary, staff should be equipped with personal safety equipment such as work gloves, work boots, goggles, etc.

“Vendor” Vendor is used to indicate the entity responding to this RFP and also the entity or entities awarded a contract. CAUTION: in supporting NHSLC material and documentation, “Vendor” may be used to indicate a source of Liquor or Wine – a “Supplier.”

“Warehouse” means a Liquor/Wine warehouse which for a fee receives, warehouses and prepares for shipment Liquor, or Wine or any combination of Liquor, or Wine, within the state or to the state border for shipment out of state. A Warehouse vendor does not transport Product.

“Wine” is defined in RSA 175:1, LXVII-LXIX.

1. Purpose

The NH State Liquor Commission (“NHSLC”) seeks to procure Vendor transportation services to transport Product from the contracted warehouse in Bow, New Hampshire utilized by the NHSLC to its network of seventy-seven (77) New Hampshire liquor and wine outlets as well as the state-owned warehouse in Concord, New Hampshire. The NHSLC is issuing this request for Proposal (“RFP”) as a vehicle for soliciting and evaluating Proposals from interested parties. This RFP describes the project and the NHSLC’s requirements. The intent of this RFP is to identify transportation Vendor(s) who are or will be properly licensed, registered and insured to provide timely and efficient Transportation of Product to the NHSLC’s retail outlets.

The Vendor shall submit a Proposal for the following scenario:

Transportation of Product from a single 240,000 square foot bayment warehouse operated by Exel, Inc. located on Route 3A in Bow, NH and a 50,000 square foot warehouse on Storrs Street in Concord - owned and operated by the NHSLC to New Hampshire Liquor and Wine Outlets.

1.2 Schedule of Events

This schedule shall give binding deadlines up to and including the date/time of Proposal award. Thereafter the timetable is representative of the milestones to be achieved, and the NHSLC will meet with the successful Vendor and the existing Transportation Vendor (if necessary) to fix the actual time table in greater detail.

The Schedule of Events, including the binding deadlines, is subject to change at the sole discretion of the NH State Liquor Commission (NHSLC). Any changes will be posted on the NHSLC official website located at www.nh.gov/liquor. Vendors are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued	Issuing Office	March 8, 2013
Vendor Written Inquiry Period Begins	Potential Vendors	March 8, 2013
Notification to NHSLC of the number of reps (no more than three) attending Mandatory Vendor Conference	Potential Vendors	March 15, 2013
Mandatory Vendor’s Conference; location identified in General Instructions, Section 1.4	Potential Vendors/ Issuing Office	March 18, 2013 10:00 AM
Vendor Inquiry Period Ends (Final inquiries due)	Potential Vendors	March 28, 2013
Final NHSLC responses to Vendor inquiries	Issuing Office	April 5, 2013
Deadline for Submission of Sealed Proposals to Issuing Office at: ATTN: Craig W. Bulkley NH State Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Vendors	Tuesday, April 30, 2013 Time of day: <u>12:00 Noon</u>

June/July - Period reserved, if necessary, to allow NHSLC to schedule tours and to conduct tests; period reserved for evaluation, contract negotiation and award.

On or before October 15, 2013, new transportation Vendor has successfully completed all operational tests in conjunction with the warehouses in Bow and Concord.

On November 1, 2013, transfer of responsibilities for all transportation-related operations takes place and transportation Vendor initiates product pick-up and delivery from the Bow warehouse and Concord warehouse to all 77 state Liquor and wine outlets. (Regular services begin.)

1.3 Issuing Office

This (“RFP”) is issued by the NHSLC which shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-230-7010)
(email: cbulkley@liquor.state.nh.us).

provided, however, that the NHSLC may select an additional or alternative Issuing Officer.

Vendors must submit to the Issuing Officer all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail with the subject line titled **Transportation of Liquor & Wine & Related Product, Equipment & Supplies**.

Vendors must not contact the Issuing Officer by telephone with any inquiries, provided, however, the Issuing Officer may allow telephone contact by a written order. From the issue date of this RFP until the effective date (date of Liquor Commission and Attorney General Approval) of a resulting contract with any Vendor, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Vendors are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, Vendors are prohibited from contacting or lobbying any NHSLC personnel or Evaluation Committee (EC) members regarding this RFP. The members of the EC are: CFO George Tsiopras, Chief of Administration Craig Bulkley, Former Chief of Marketing and Warehousing John Bunnell, and Acting Commissioner Peter Hastings (DOIT). Attorney Stephen Judge of Wadleigh, Starr & Peters is counsel to the committee.

Any Vendor’s attempt to improperly influence the evaluation of bids and selection of a Vendor may result in the disqualification and elimination of that Vendor from this RFP procurement process. If the NHSLC later discovers that the Vendor has engaged in any communications prohibited under this RFP, the NHSLC may reject the offending bid or rescind a contract award, without the NHSLC incurring any liability.

Vendors must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. The NHSLC assumes no liability for assuring accurate/complete email transmission/ receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the NHSLC's RFP Issuing Officer no later than the conclusion of the Vendor Inquiry Period (See Schedule of Events in Section 1.2 above). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be properly submitted and may not be considered. The NHSLC intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.2, Schedule of Events; however, this date may be subject to change at the NHSLC's discretion. The NHSLC may consolidate and/or paraphrase questions for sufficiency and clarity. The NHSLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHSLC. Official responses will be made in writing. To state the obvious, official responses, official answers, and/or written information issued in writing by the Issuing Officer shall be the same as amendments. The Issuing Officer anticipates posting official answers to the questions on the NHSLC website at www.nh.gov/liquor.

1.4 Vendors' Conference

There will be a Mandatory Vendors' conference to give an overview of the NHSLC's operations as they relate to this RFP, and to answer questions. Vendors are responsible for all costs associated with attending the Vendor Conference.

All Vendors that intend to submit Proposals must attend the Vendors' Conference. This will be held at the following location:

NH State Liquor Commission
Division of Enforcement & Licensing
57 Regional Drive
Concord, New Hampshire 03301

Vendors shall RSVP via email to the Issuing Officer by the date identified in Section 1.2, Schedule of Events, indicating the number of individuals, no more than three (3), who will attend the Vendor Conference.

The purpose of the conference is to answer questions which may arise during the Vendors' review of the RFP. Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendors' Conference. Written responses may be given before the Vendors' Conference. Oral answers will not be binding on the NHSLC. The NHSLC's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be emailed and may be posted. The Vendor is cautioned that this written response alone contains clarifications and/or changes to the RFP: any other perceptions gained at the conference are to be excluded from consideration.

Note: The NHSLC will NOT distribute a list of Vendor Conference attendees until after award of the contract, if any.

1.4.2 Alteration of RFP

The original RFP document is on file with the NHSLC. Vendors are provided an electronic version of the RFP on the NHSLC website. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

1.5 Terms of Submission

This RFP consists of all items referred to in the Table of Contents, by textual reference, and any written clarifications or addenda issued by the NHSLC.

1.5.1 Nature of Proposal

Receipt of a Proposal at the offices of the NHSLC constitutes a firm and binding offer. The determination of whether a Proposal is withdrawn by the Vendor is solely at the discretion of the NHSLC.

By submitting a Proposal, a Vendor agrees, represents and acknowledges that:

- a. All information provided by, and representations made by, the Vendor in its Proposal are material and important and may be relied upon by the NHSLC in awarding a contract;
- b. Any misstatement, omission or misrepresentation by a Vendor shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the Proposal submission;
- c. The Vendor has arrived at the price(s), amounts, terms and conditions in its Proposal independently and without consultation, communication or agreement with any other Vendor or potential Vendor, and without effort to preclude the NHSLC from obtaining the best possible competitive Proposal. The Vendor has not disclosed the price(s), the amount of the Proposal nor the approximate price(s) or amount(s) of its Proposal to any other firm or person, including but not limited to, a Vendor or potential Vendor for this RFP;
- d. The Vendor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a Proposal in response to this RFP or to submit a Proposal higher than this Proposal or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal; and
- e. The Vendor makes its Proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

1.5.2 Proposal Offer

The Proposal Offer form shall be attached to each response original and copy. The Proposal Offer form shall be properly executed and shall be signed by a person authorized to legally obligate the Vendor. Subject to section 1.20(b), said signature shall signify that the Vendor accepts all State of New Hampshire General Conditions (see APPENDIX E) and RFP Terms and Conditions.

1.5.3 Amendments to this RFP

The NHSLC may amend this RFP at any time and at its sole discretion. The NHSLC will post any amendments to the RFP on the NHSLC official website located at www.nh.gov/liquor. In the event the NHSLC determines it necessary to amend this RFP, the NHSLC may extend deadlines and/or invite submission of additional information from Vendors at any time, as the NHSLC deems appropriate and at its sole discretion. Vendors are responsible for checking the website periodically for any new information or amendments to the RFP. The NHSLC shall not be bound by any verbal information, or any written information that is not contained within the RFP or formally issued by the Issuing Officer.

1.5.4 Assignment Provision

The Vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of the State of New Hampshire and the United States as a result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the NHSLC under any contract resulting from this RFP if so requested by the State of New Hampshire.

1.5.5 State's Options

The NHSLC reserves the right, in its sole discretion, to reject all or any part of any response, to award any contract solely as it deems to be in the best interest of the NHSLC, and to waive any nonconformities in any Vendor's Proposal.

The NHSLC shall solely determine what constitutes an acceptable offer.

1.5.6 Public Information

The Vendor hereby acknowledges that all information relating to this Proposal and any resulting contract (including but not limited to order, fees, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

1.5.7 Liability

The Vendor agrees that in the preparation of this Proposal and any resulting contract or order, representatives of the State of New Hampshire and the NHSLC shall incur no liability of any sort associated with respect to the Proposal or contract.

1.5.8 Inspection of Records

The Vendor shall provide such financial and operational records as may be required by the NHSLC to evaluate the solvency of the Vendor, and his/her likely ability to conduct the large-scale operation anticipated by the NHSLC. At a minimum, The Vendor shall include a copy of its audited annual financial statement for the past three years or the equivalent for a Vendor that has not been in existence for three years or an alternative satisfactory to the NHSLC. The NHSLC recognizes that it is probable that these records will be exempt from public disclosure and, during the RFP process, they will be provided only to those who have a need to review them as determined by the NHSLC.

1.6 Proposal Submission

Submission shall mean three (3) identical (and properly executed) hard-copy originals, which shall be clearly identified as such, and eight (8) identical copies. Each original or copy shall be clear and legible, printed in ink on standard untreated paper, be securely bound and clearly labeled. The Proposal shall be sequentially numbered. Lines shall be double-spaced. A twelve (12)-point easily-readable font shall be used. Pages shall be printed single-sided.

Each Vendor shall also submit a CD-Rom containing the Proposal **with the rate and pricing information on a separate, clearly labeled CD.**

All rate and pricing information, including rates for alternate Proposals, must be bound and sealed separately from the remainder of the Proposal. Failure to submit bids in the proper dollar and cents format may disqualify the bid.

The submission may contain whatever supportive materials as are necessary, provided that all materials are clearly referenced and indexed.

All submitted materials shall be placed in a sealed and clearly labeled box (or boxes). If more than one box is needed, the boxes shall be labeled (for instance) as “1 of 3,” “2 of 3,” “3 of 3.” Each box shall be labeled with the name and address of the responding party.

Vendors shall be given a date/time-stamped receipt when their submission is logged in at the NHSLC.

IN ORDER TO QUALIFY FOR CONSIDERATION THE ENTIRE SUBMISSION SHALL BE DELIVERED TO THE CONCORD OFFICES OF THE NHSLC ON OR BEFORE THE RFP CLOSING DATE/TIME (see Schedule of Events). NO SUBMISSIONS SHALL BE ACCEPTED AFTER THE DEADLINE.

1.7 Preparation of Submission

The proposal must contain a written response to all portions of the RFP and appendices. The response shall at least be “understood,” which means that the Vendor agrees and takes no exception to that portion of the RFP. Even where the RFP “requires” that a particular task be accomplished, the Vendor may take a clearly described exception and, if possible, suggest an alternative. The NHSLC may waive mandatory requirements and accept alternatives deemed to be in the best interest of the NHSLC. The Vendor should make every effort to agree to the requirements of the RFP to the greatest extent possible in order for the Evaluation Committee to be able to compare similar proposals.

The overarching desire of the NHSLC is for the Vendors to propose a system that will provide the highest possible efficiencies at the lowest possible cost.

1.7.1 Minimum Response

All numbered sections of this RFP require a written response: the minimum response shall be “understood,” which shall signify that the entire numbered section has been read and understood without exception by the Vendor; if there is an exception, the Vendor must clearly describe the exception and suggested alternative, if any. For brevity, numbered sections may be grouped, example: “1.7 understood,” or “1.10.3 - 1.10.5 understood.”

In many cases “understood” will be inadequate in responding to the RFP.

1.7.2 Mandatory Requirements

Except where clearly excluded, all portions of this RFP shall be considered to be mandatory. The NHSLC shall solely resolve any matter requiring interpretation. At its sole discretion, the NHSLC may waive mandatory requirements and accept alternatives deemed to be in the best interests of the NHSLC.

1.7.3 Innovation

The NHSLC is interested in innovative ideas. Where the Vendor believes s/he is able to improve an operation or reduce a cost, these should be provided as properly referenced appendices. The NHSLC will

scrutinize and evaluate these alternative ideas. The NHS LC currently operates over seventy retail locations and case replenishment is seasonal in July, August and the period two weeks prior to Thanksgiving through New Years Day. Stores are often expanded during this period to assure adequate inventory is always available to satisfy customer demand. It is requested that a delivery window of time be provided to store management to assure adequate personnel is available to assist with unloading. Vendors should detail other operational enhancements as may be offered.

1.7.4 Work in Progress

The NHS LC recognizes that potential Vendors may not be currently engaged in large-scale Liquor and wine and related transportation, and that their current operation may therefore not meet every requirement of this RFP (at the present time). Provided that the Vendor discloses, in an appendix, the non-compliant items and the steps that will be, or are already being, taken to ensure full compliance within the deadlines listed under “Schedule of Events”, the Vendor will not be penalized: the NHS LC's Evaluation Committee will treat these items, for the purposes of initial evaluation only, as if they actually exist. The inability to ensure full compliance with the deadlines will be weighed as the evaluation continues. This paragraph shall not apply to substantial non-compliance, which may be cause for disqualification from further consideration.

1.8 The Americans with Disabilities and USA Patriot Acts

The Vendor's Transportation and administrative premises shall, to the extent required by law, comply with the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C. 225 and 611), also known as ADA.

The Governor's Commission on Disability, 57 Regional Drive, Concord, NH 03301-8506; has useful information available. They may also be reached by telephone:

(603) 271-2773 and 1-800-852-3405 (Voice or TTY); (603) 271-2837 (FAX)

The Vendor's Transportation and administrative premises shall, to the extent required by law, comply with the USA Patriot Act (115 STAT. 272 PUBLIC LAW 107-56—OCT. 26, 2001)

1.9 Contract Performance Bond

The successful Vendor shall be required to submit a performance bond or other performance guarantee acceptable to the NHS LC in an amount to be determined by the NHS LC. By way of example, the current Vendor provided a Performance Bond of \$1,000,000. A bond at this level shall be assumed for the purpose of providing the cost in Appendix D. Documented evidence that a surety can be furnished shall accompany the Proposal. The Vendor, in proper performance of this contract, subject to Acts of God or other circumstances beyond the control of the Vendor, shall:

- a. Guarantee arrival at the first schedule stop within 1/2 hour of the specified time.
- b. Complete delivery of the loads assigned on the day specified.
- c. Deliver merchandise intact and in the quantities as loaded.

Penalty for missed delivery or delivery not made according to the delivery schedule – if successful

Vendor misses more than three (3) scheduled deliveries within the span of a three-month period due to circumstances not subject to Acts of God or other circumstances beyond the control of the Vendor (Force Majeure), then the successful Vendor may be penalized an amount up to \$10,000.00.

1.10.1 Duration of Contract

This contract shall be awarded for a period ending on Thursday, January 31, 2019. The current contract ends on October 31, 2013. The Vendor must agree to maintain the current level of services beginning on November 1, 2013.

1.10.2 Extension of Contract

This contract may, with continuing acceptable performance, be extendable by the NHSLC for no more than two (2), five (5) year periods, unless a shorter period is negotiated between the parties. The NHSLC shall give the Vendor one (1) years notice of its decision to entertain an extension. Following said notice, the Vendor and the NHSLC shall have four (4) weeks to negotiate new rates for the forthcoming period. If agreeable rates for the extension period aren't negotiated within the four (4) week period, the NHSLC will notify the Vendor of its intention not to renew or in its discretion extend the time to negotiate.

1.10.3 Rate Changes

After the NHSLC and the Vendor have negotiated rates for the initial period or renegotiated rates for an extension period, rates shall not change, unless an escalation clause was negotiated into the rate structure. At its sole discretion, the NHSLC may waive this subsection for exceptional circumstances.

1.11 Intentionally Left Blank

1.12 Supportive Materials

The following are an integral part of this RFP:

a. “The NH Code of Administrative Rules” (for the NHSLC) and pertinent RSAs, Title XIII, Chapters 175, 176, 177, 178, 179, and 180, and which may be obtained at NH.gov ,from the NHSLC or the Office of the Secretary of State. The Transportation Vendor shall comply with the applicable statutes and rules. Some of the statutes and rules are set out in APPENDIX L.

1.13 Property of NHSLC

The Proposal and all material received in response to this RFP shall become the property of the NHSLC and will not be returned to Vendors. By submitting a Proposal, a Vendor acknowledges and agrees that the NHSLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any Proposal regardless of whether the Proposal becomes part of a contract. Notwithstanding any Vendor copyright designations contained on Proposals, the NHSLC shall have the right to make copies and distribute Proposals and to comply with public record or other disclosure requirements under the provisions of the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

1.14 Disclosure of Proposal

a. Vendor Obligation. A Vendor must maintain the confidentiality of its Proposal until the effective date of a resulting contract with any Vendor. A Vendor’s disclosure or distribution of its Proposal to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHSLC.

b. NHSLC Obligation. The NHSLC shall maintain the confidentiality of each Proposal until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award, the NHSLC will disclose all Proposals in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any Vendor who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as “Vendor Confidential Information”), must submit in its Proposal a signed written statement describing in detail the nature of the Vendor Confidential Information and the grounds for its position that the Vendor Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its Proposal that removes only the Vendor Confidential Information along with an unredacted Proposal. The Vendor acknowledges that the NHSLC is subject to the Right to Know Law, RSA Chapter 91-A. The NHSLC shall maintain the confidentiality of the identified Vendor Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the NHSLC receives a request for the information identified by the Vendor as confidential, the NHSLC shall notify the Vendor and specify the date the NHSLC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor’s sole responsibility and at the Vendor’s sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the NHSLC shall release the information on the date specified in the NHSLC’s notice to the Vendor without any NHSLC liability to the Vendor.

1.15 News Releases

Vendors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHSLC, and only in coordination with the Issuing Office.

1.16 Use of Electronic Versions of This RFP

This RFP is available in electronic form at http://www.nh.gov/liquor/public_notices.shtml. If a Vendor accepts the RFP in electronic form, the Vendor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Vendor’s possession or relied upon by the Vendor, and the Issuing Office’s version of the RFP, the Issuing Office’s version shall govern.

1.17 Proposal Format

Proposals should include the following items.

a. Cover Page – the first page of the Vendor’s Proposal must be the Proposal Offer form

- b. Table of Contents. The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.
- c. Section I: Executive Summary. The Executive Summary, which without prior approval by the Issuing Officer, must not exceed ten (10) pages, must identify how the Vendor satisfies the minimum standards for consideration, The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.
- d. Section II: Glossary of Terms and Abbreviations. The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.
- e. Section III: Response to all RFP sections including Appendices.
- f. Section IV: Documents

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Vendor's Insurance Company. At the time of submitting the bid, the Vendor must file a signed statement from a licensed insurance agent or broker that an insurance company authorized to write insurance in New Hampshire will insure said Vendor.

The successful Vendor, before entering into the contract, must file a certified copy of the insurance policy and endorsements with the NHSLC. This shall be a "Transportation Policy" and shall insure goods and merchandise, including packages consisting of Product. This policy shall insure the State of New Hampshire and State Liquor Commission against loss to the amount of \$1,000,000 in any one incident in any one truck, and \$2,000,000 on any loss incurred by the carrier; and such policies and endorsements must have the approval of the NHSLC.

The insurer shall agree in the policy to give at least 30 days notice in writing to the State of New Hampshire and the State Liquor Commission of the cancellation, suspension, or surrender of the successful Vendor's policy.

One Original and two copies should be returned with Vendor's Response Sheet. The amount of insurance should reflect the requested levels of the RFP.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242/3244. One Original and two copies should be returned with the Vendor's Response Sheet.

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized. One Original and two copies should be returned with the Vendor's Response Sheet.

4. Liquor Carrier License Application: The liquor Carrier license application can be found at http://www.nhgov/liquor/License_application_form.shtml. A USDOT Common Carrier license will also be required. The Vendor must file a copy of all required licenses including a carrier license or an

explanation of when the licenses will be obtained and provided.

1.18 Confidentiality/Sensitive Information

The selected Vendor may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

1.19 Form of Contract

a. **Contract Terms and Conditions.** The NHS LC’s standard terms and conditions are set forth in Appendix E of this RFP. In the event of any conflict between the NHS LC’s terms and conditions and any portion of a Proposal, the NHS LC’s terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a Proposal, at the sole discretion of the NHS LC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHS LC and in a form and substance as prescribed by the NHS LC. The failure of a selected Vendor to reach agreement with the NHS LC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

b. **Objections & Additions to Standard Contract Terms & Conditions and/or Agreement Standards.** The Vendor must identify which, if any, of the terms and conditions contained in Appendix E of this RFP it desires to negotiate, and the additional terms and conditions the Vendor would like to add to the standard contract terms and conditions. The Vendor's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHS LC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHS LC. The NHS LC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The Vendor shall not request changes to other provisions of the RFP; nor shall the Vendor request to completely substitute its own terms and conditions for Appendix E. All terms and conditions must appear in one (1) integrated contract. The NHS LC will not accept references to the Vendors’, or any other, online guides or online terms or conditions contained in any Proposal.

1.20 Conditional Nature of Agreement

Notwithstanding anything in this agreement to the contrary, all obligations of the NHS LC hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the NHS LC be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the NHS LC shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The NHS LC shall not be required to transfer funds from any other account.

1.21 Subcontractor

Any anticipated use of subcontractors must be included in the Proposal. Provide the name of firms, names of principal operating officers, routes to be subcontracted, a complete listing of equipment to be used by subcontractors in performance as required hereunder, and what percentage of the deliveries will be performed by subcontractors. Submit a statement indicating any contracts the subcontractor currently has with the State of New Hampshire and/or any other parties that may present a conflict of interest. If

there are none, please provide a statement to that effect. The NHSLC reserves the right to approve the use of any subcontractors at any time during the course of this contract. The Vendor must notify the NHSLC in writing, at least 30 days prior to the anticipated use of any subcontractors. Proof of insurance, including liability and workers' compensation, will be required from any subcontractors approved to fulfill the terms of the contract. The Vendor will be solely responsible for all subcontractors. Any penalties assessed under this contract for non-performance – regardless of whether the Transportation Vendor or subcontractor is at fault – will be assessed against the Transportation Vendor.

1.22 Proposal Guaranty

Each Vendor shall submit a guaranty in the amount of \$50,000 which may be in the form of a bid bond or certified check made payable to the NHSLC. By submitting a Proposal, each Vendor pledges to enter into a contract with the NHSLC on the terms stated in the RFP. If a selected Vendor fails or refuses to enter into such a contract without just cause, the amount of the Proposal guaranty shall be forfeited to the NHSLC as liquidated damages, and not as a penalty. The determination of whether a Vendor has just cause is in the sole discretion of the Chairman of the NHSLC.

1.23 Venue – Merrimack County

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Contract is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Venue for any action regarding the contract shall lie in Merrimack County.

1.24 RFP Protest Process

A Protest must be filed at a reasonable time set by the NHSLC from the date contained on the notification of award. The Protest must be sent to the Issuing Officer with a copy to all other Vendors that have submitted a Proposal. The Protest shall be limited to raising objective errors. Discretionary decisions shall not be subject to the Protest.

The Issuing Officer, or his or her successor, shall be the NHSLC's representative.

Prior to seeking review of the Protest (other than an action seeking injunctive relief with respect to intellectual property rights), the Vendor(s) believing itself aggrieved (the "Invoking Vendor") shall call for dispute negotiation by written notice to the other Vendors. Such notice shall be without prejudice to the Invoking Vendor's right to any other remedy permitted by this Agreement.

The Invoking Vendors and the other Vendors shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Vendors to attempt to resolve the dispute:

If the Vendors are unable to resolve the dispute, the Invoking Vendor shall notify the Issuing Officer within five business days and seek review by the NHSLC. The Protest shall be limited to objective issues raised in the initial filing. Any other Vendor with an interest in the review shall file a response within a reasonable time set by the NHSLC.

The Protest shall be reviewed by the Director of the Division of Marketing, Merchandising and Warehousing. The Director’s review shall be on the material documents submitted throughout the RFP Process and the Protest Process. There shall be no conference unless in the Director’s judgment, one is necessary. The Dispute Resolution of the Director shall be in writing within a period of time set by the NHSLC. Once a Dispute resolution is issued, the NHSLC shall set a reasonable time for a Vendor to submit additional information. The NHSLC shall review all material information and issue a binding Dispute Resolution within a reasonable period of time.

The decision of the NHSLC shall be final. By submitting a Proposal, the Vendor waives any other legal remedy, if any.

1.25. Contract Transition Period at end of New Contract

In the event a contract is awarded as a result of this RFP and it expires or is terminated before another Vendor is selected and prepared to provide Transportation services to the NHSLC, the Vendor agrees, if the NHSLC makes a request, to continue the services prescribed under the current contract for up to 6 months at the prices in effect at the end or termination of the contract, provided after the 6 month period the Vendor shall continue to provide services until the end of a reasonable transition period as determined by the NHSLC. The parties may negotiate a different price after the initial 6 month period.

The Vendor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Vendor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to provide transportation services.

The NHSLC, in conjunction with both “old” and “new” Vendors, shall establish a deadline for the transfer of all contractual obligations. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period, as is practical for the transfer.

The NHSLC shall observe and audit the transfer Proceedings. Shortages shall be resolved between the old Vendor and the new Vendor, or NHSLC if the Product is owned by the NHSLC.

PART 2 GENERAL

1.0 Main Proposal

The NHSLC currently operates 77 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 66 are located in leased retail space. The various store locations are listed in Appendix F.

The successful Vendor will be required to provide freight services to each retail location. The frequency of deliveries varies based on the size and location of each store. Current data shows orders ranging from a low of one case for delivery to a store to 2,023 cases in one order to one store. The average per case weight is 30 - 35 pounds.

Proposals must provide a fixed per-case delivery cost for Product. The NHSLC will not pay for the return of pick errors or overages to any of our owned or contracted warehouses. The Transportation Vendor will bill the warehouse that caused the pick error or overage. A freight charge will be paid by the NHSLC for

store transfer invoices moving product back to a warehouse. This must be preauthorized by the NHS LC purchasing agent. There shall be no charge for store to store transfers.

During the fiscal year ending June 30, 2010, the NHS LC shipped 1,254,038 cases of product from its Concord warehouse and 1,956,516 cases from its contract warehouse in Nashua. Outgoing shipments peak in November and December, with moderate peaks in June, August, and October. Appendix J provides historical shipping information. Note that the Product previously shipped from Concord and Nashua will be combined in large part at the Bow Warehouse. The Transportation Vendor will have to transport Product from the Concord warehouse.

The NHS LC currently owns and operates a 50,000 square foot warehouse in Concord, New Hampshire. This facility will mainly provide storage for NH-produced Liquor and wine products and special buy-ins. The new warehouse Vendor is located in Bow, New Hampshire (Route 3A) is operated by Exel, Inc. That facility is approximately 240,000 square feet. The new Transportation Vendor may be required to deliver combined cases from both warehouses and ship to specific store locations throughout the state.

2.1 Transportation between Concord and Bow

It is anticipated that at least a daily trip to Concord will be necessary. There shall be no charge for daily trips between Concord and Bow. “Daily” means at least 5 days per week Monday through Friday and may include additional days.

2.2 Initial Transportation from Nashua to Bow and from Concord to Bow

It is anticipated that some bailment product will need to be moved from Nashua to Bow on or after November 1, 2013. Also, bailment Product will need to be moved from Concord to Bow on or after January 12, 2014. The NHS LC seeks a discounted rate per case for the movement of this product. The NHS LC anticipates approximately 40,000 cases will need to be moved from Concord to Bow. The NHS LC anticipates approximately 500,000 cases and an additional 9,000 single bottles will need to be moved from Nashua to Bow.

2.3 Delivery Schedule

Appendix I contains the NHS LC’s delivery schedules to be used by the Vendors in calculating its proposed cost.

2.4 Project Deliverables

The NHS LC’s key deliverables for this engagement consist of the following:

- The efficient, effective and timely coordination of product deliveries to retail stores throughout the State of New Hampshire.
- Full cooperation and coordination with NHS LC’s warehouse Vendor (Exel, Inc) and the state-owned warehouse in Concord.

2.5 Separate Second Proposal for Co-mingling Product Loads

The Vendor must provide the Main Proposal, the Transportation of Product to and from the warehouses and the NHS LC Liquor and Wine Outlets. The NHS LC is willing to consider a Second Proposal that includes Transportation of Product to NHS LC Licensees such as on- premise and off-premises licensees and Agencies Stores. Such a Proposal must demonstrate savings for the NHS LC by providing lower rates in an alternative Appendix D. It must also provide that there shall be no interference or delay with the deliveries of Product to the Liquor and Wine Outlets. The Vendor must be specific and explain in detail how it intends to accomplish co-mingling of Product loads. Typically, licensee orders are picked the day after the order is placed, and this product is transported by the licensee’s transportation carrier according to a mutually agreed schedule between the carrier and the licensee. The Vendor must discuss how the seal placed on a trailer by a store or warehouse representative will be maintained.

2.6 Separate Third Proposal for Co-mingling Non-Product Loads

In addition to the main Proposal, the NHS LC is willing to consider a Third Proposal that includes transportation of items that are compatible with the Transportation of Product. Such a Proposal must demonstrate savings for the NHS LC by providing lower rates in an alternative Appendix D. The Vendor may choose whether to submit a Second and/or a Third Proposal. These compatible items may involve entities that are not licensed by the NHS LC. During the inquiry period, an interested Vendor may suggest appropriate entities and compatible items. By way of example, any item that negatively affects the Trailer, the NHS LC brand or the Product will not be compatible. The Vendor must discuss how the seal placed on a trailer by a store or warehouse representative will be maintained.

PART 3 BASIC INFORMATION REQUIRED FROM THE VENDOR

3.1 Management Summary

Include a description of the organization and the personnel available for the services to be provided.

3.2 Prior Experience

Include a detailed summary of your company’s experience with transporting retail product. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHS LC and the size and scope of this project. Experience should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHS LC reserves the right to contact any and all persons listed by the Vendor concerning past work experience.

3.3 Work Plan

Describe your plan for accomplishing the project. Be sure to include a detailed timeline with costs.

3.4 Business Continuity

The Transportation Vendor shall provide and maintain a business continuity plan identifying backup capacity in the event of the interruption of services including natural or man made disasters or

catastrophic events. This plan shall include but not be limited to redundancy for all IT operations as well as an alternative location(s) and emergency transportation plan.

3.5 APPENDIX A

This appendix consists of background information.

3.6 APPENDIX B

This appendix consists of minimum standards for Proposal consideration.

3.7 APPENDIX C

This appendix consists of requirements and deliverables.

3.8 APPENDIX D

This form should be completed for each variation of rate structure, such as differences between cost chargeable to the NHSLC and suppliers (if any), and shift differences (if any). Additional charges (if any) should be appended. Please define what services are included in each charge and if there is a minimum associated with a particular service. **THIS APPENDIX MUST BE SEALED AND SUBMITTED SEPERATELY FROM THE PROPOSAL.**

3.9 APPENDIX E

This appendix consists of the state's General Contract Provisions.

3.10 APPENDIX F

This appendix consists of Retail Store Locations.

3.11 APPENDIX G

This appendix consists of Historical Number of Deliveries.

3.12 APPENDIX H

This appendix contains the NHSLC's Delivery Schedules (subject to change by NHSLC).

3.13 APPENDIX I

This appendix consists of the retail stores Delivery Requirements.

3.14 APPENDIX J

This appendix consists of current transportation pricing information.

3.15 APPENDIX K

This appendix contains Fuel Surcharges Procedures

3.16 APPENDIX L

This appendix consists of relevant NH Revised Statutes and Administrative Rules.

PART 4 EVALUATION PROCESS

4.1 General

The NHSLC shall conduct a comprehensive, fair and impartial review and evaluation of all qualifying Proposals. The review process shall include, but not be limited to, a fair and impartial ranking of all qualified Proposals received in response to the RFP, however, the NHSLC is under no obligation to select a successful Vendor or to award a contract upon receipt of Proposals. If the NHSLC determines to award a contract, it shall be to the responsive and responsible Vendor or Vendors who submit the Proposal(s) that best meets the needs of the NHSLC and subsequently are successful in negotiating a contract with the NHSLC.

The NHSLC shall select and convene an Evaluation Committee (EC) to initially determine which Proposal best meets the needs of the NHSLC as set forth in the RFP. The EC will take into account factors specific to each Vendor's Transportation facility and/or Proposal which the EC deems to be superior, or to the benefit of the NHSLC. The NHSLC shall review the findings of the evaluation committee in selecting the successful Proposal.

4.2 The evaluation shall be conducted in three phases:

- Phase I Preliminary Review
- Phase II Initial Analysis, Review and Ranking
- Phase III Vendor Presentation and Final Analysis, Review and Ranking

CRITERIA FOR SELECTION

In determining the Vendor’s ability to perform on November 1, 2013, the NHSLC has established the weight for the evaluation criteria specified in the RFP and the following table:

<u>Criteria</u>	<u>Points</u>
General	Qualified/Disqualified
Vendor Experience & Qualifications	15
Vendor Financial Stability and Capacity	Qualified/Disqualified
Vendor Technical, Service, and Project Management Proposal/IT Competence	15
Vendor Overall Solution	15
Pricing	55
Vendor References	Qualified/Disqualified

General

The Vendor’s general approach to the RFP will be reviewed on a qualified/disqualified basis. The Vendor appears to have understood the RFP and has responded adequately, and in the required format. The Vendor's exception/s to this RFP (if any) may be acceptable to the NHSLC. The Vendor's alternative Proposal/s (if any) may be acceptable to the NHSLC.

Vendor Experience & Qualifications

The Vendor’s experience and qualifications will be allocated a maximum score of 15 points. The Vendor understands and is committed to implement business relationships and protocols with the NHSLC, its suppliers, licensees, and other contractors, according to NHSLC requirements. The Vendor has adequate transportation knowledge and experience consistent with the nature and magnitude of the NHSLC's transportation operation. The Vendor is able to demonstrate operational ability, including, if necessary, the ability to provide a seamless transition from the current Vendor. To evaluate qualifications of key staff, the NHSLC will consider the entire Proposal and the following three (3) factors:

1. Proposed team organization and designation and identification of key staff;
2. Qualification of candidates for Project Manager; and
3. Qualifications of candidates for key Vendor staff roles.

The Vendor has included a complete, documented summary of specific organizational operating experience on handling, shipping, receiving and securing Liquor and wine or other high value or high velocity commodities, such as grocery products and foodstuffs. The Vendor has submitted a list of staff including key management who will be directly responsible for the implementation and operation of the Proposal.

The Vendor has correctly estimated the magnitude of effort and resources necessary to provide transportation services, has demonstrated the ability and willingness to resolve unforeseen problems that may arise, and has shown skill in anticipating and averting potential disruptions.

Financial Stability and Capacity

The Vendor's ability to demonstrate suitable financial strength, stability and capacity to undertake a sophisticated and capital intensive Transportation operation with a very high degree of performance and in a timely manner will be reviewed on a qualified/disqualified basis. At a minimum, all Vendors that have been registered to do business in New Hampshire for at least three years will furnish financial statements for the past three years with their bids. A more recently formed entity will provide other relevant financial materials to demonstrate its financial stability and capacity. The EC shall determine, in its own discretion, whether the documentation satisfies the requirements of this RFP and whether additional documentation is required. The Vendor agrees without reservation to submit to the audit and oversight requirements of the RFP.

Vendor Technical, Service, and Project Management Proposal/IT Competence

Vendors proposed Technical, Service and Project Management services/ IT competence shall be allocated a maximum of 15 points. The Vendor will be prepared to apply appropriate resources in establishing an acceptable level of business relationships with the NHSLC and its suppliers and licensees, and to provide mechanisms for rapidly and effectively resolving errors and disruptions when they do occur. The Vendor will have the ability to properly accept, inventory, manage, transport, and track outgoing shipments of product including the use of IT. The Vendor will be able to electronically report (via file transfer) real-time inventories for all SKUs in the Vendor's custody to the NHSLC 24 hours a day, 7 days a week, 365 days a year via computer file transfer. The Vendor demonstrates the ability to achieve full cooperation and coordination with the NHSLC's other transportation Vendor(s), if any, warehouse Vendor(s), licensees, and the NHSLC-owned warehouse in Concord

Vendor Overall Solution

Vendor overall solution shall be allocated a maximum score of 15 points and shall be determined as follows. The EC will evaluate the ability of the Vendor to properly accept, transport, manage, and track outgoing shipments from a state approved warehouse of product in the most timely, efficient and cost effective manner. It will also evaluate the ability of the Vendor to provide full cooperation, efficiency and coordination with the NHSLC's other transportation Vendor(s), if any, warehouse Vendor(s), and the NHSLC-owned warehouse in Concord. The EC shall determine whether the Vendor can satisfactorily maintain and operate terminal(s), facilities and/or locations for holding trailers overnight as required by loading procedures; and whether Vendor will provide acceptable equipment including a list of all equipment proposed or likely to be used in the operation (e.g. number of trucks, fork lifts and trailers, size of trucks, number of personnel, etc.) and maintain it in good condition. The EC shall consider the Vendor's current or intended personnel and the means by which Vendor, upon successful awarding of bid, will obtain required personnel. The Vendor's solution will anticipate growth in points of distribution and product as well as increasing complexity in the process. The Vendor must demonstrate the ability to handle the anticipated workload during periods of peak demand and/or inclement weather (consistent with reasonable safety criteria) without delay, disrupting stores, licensees, suppliers, or carriers. Moreover, the evaluation shall include any other written material which describes the Vendor's overall plan for fulfilling the requirements set forth in the RFP .

Pricing

The Vendor's Proposal will be allocated a maximum score of 55 points. **All rate and pricing information, including rates for alternate Proposals, must be bound and sealed separately from the remainder of the Proposal.**

The Vendor must provide a Proposal which secures for the NHSLC the lowest price. One measure is a comparison of the cost proposed by the Vendors. Vendors wishing to submit deviations from rate information requested in Appendix D shall submit them as alternate Proposals.

Another measure of cost is a Proposal which contains revenue sharing. The Vendor shall describe any additional value-added services it will provide to the NHSLC.

4.3 EC Preliminary Review

The EC shall make a preliminary review through each Proposal to determine whether the mandatory requirements of this RFP have been satisfied. If any have not (subject to sections 1.7.1, 1.7.2 and 1.7.3), the entire Proposal may be disqualified from further consideration.

4.4 Phase I - Initial Analysis Review And Ranking

The Vendors shall make their premises and operations available for tour and review by the EC, if requested. The on site review, if any, shall, among other factors, determine the accuracy and adequacy of the Vendor's representation of his/her Transportation premises and operation. If the EC finds that a response clearly does not reflect the physical reality of the actual premises and operation to the extent that the mandatory requirements of the RFP are not met on inspection, then that Vendor may be disqualified from further consideration.

The EC may, at its discretion, require a Vendor to participate in oral and/or written presentations on any aspect of its Proposal. Vendors may also be required at the NHSLC site to demonstrate any product(s) and/or service(s) proposed.

The EC will rank the Proposals and determine which Proposals shall be evaluated, at the detail level, to decide which one will best meet the needs of the NHSLC. This ranking shall be based on the Proposal, presentations, demonstrations and the inspection (or inspections), if any, of the Vendor's Transportation facility and operation.

4.5 Phase II Oral Interviews And Documentation Supplementation

The EC may, at its discretion, require a Vendor to participate in additional oral and/or written presentations on any aspect of its Proposal. Vendors may also be required at the NHSLC site to demonstrate any product(s) and/or service(s) proposed.

The purpose of oral interviews and documentation supplementation is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and reviews.

Information gained from oral interviews and documentation supplementation, if any, will be used to calculate scores for the Proposals.

4.6 NHSLC Evaluation And Approval

The EC will submit a recommendation on its selection of a Proposal(s) to the NHSLC Commissioners. The Commissioners may consider any and all of the evaluation criteria. They may consider any and all qualified Proposals. They have discretion to draw their own fair and impartial conclusions in selecting the Proposal(s) that best meets the needs of the NHSLC. The NHSLC may request Vendor presentations. The Commissioners may request the EC to re-evaluate Proposals. The NHSLC may request Best and Final Offers.

4.7 Best And Final Offers

The NHSLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from Vendors who have submitted qualified Proposals and that has been determined to be reasonably possible of selection for a contract award.

a. Vendors will be given opportunity to respond with a BAFO under a procedure defined by the NHSLC which may include one (1) or more of the following:

- i. Enter into pre-selection discussions:
- ii. Schedule written and/or oral presentations or scripted demonstrations; and/or
- iii. Request revised Proposals.

b. The NHSLC will evaluate BAFOs against Criteria for Selection found in Part 4. The NHSLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHSLC and NHSLC’s timely receipt of responses pursuant to a schedule set by the NHSLC. Vendors are encouraged to submit their best price as part of their initial Proposal and not to assume there will be an opportunity to provide a BAFO at a later date.

4.8 Contract Negotiation

The Issuing Office will notify in writing of its selection for contract discussions the responsible Vendor(s) whose Proposal(s) is determined to be the most advantageous to the State of New Hampshire as determined by the NHSLC after taking into consideration all of the evaluation factors.

The resulting contract(s) will be based on the standard terms and conditions contained in Appendix E, and modifications and additions to the standard clauses previously identified by the Vendor and acceptable to the NHSLC and the Attorney General’s Office in their discretion. The NHSLC, at its discretion, may enter into contract discussions with more than one Vendor. If the NHSLC is unable to reach agreement with a Vendor during contract discussions, the NHSLC may, at its sole discretion and at any time, reject and cancel the discussions and commence or continue contract discussions with the next highest ranked Vendor, and continue on in this manner at its discretion.

4.9 Contract Execution

The successful Vendor shall execute a contract.

APPENDIX A BACKGROUND INFORMATION

A-1 Project Overview

The intent of this RFP is to identify Vendors capable of transporting Liquor and wine and related products from in-state warehouses to our seventy-six (77) state liquor and wine outlets in such a way as to fulfill NHSLC and individual store inventory requirements and operational necessities.

A-2 NH State Liquor Commission

A-2.1 Mission - For the benefit of the citizens of New Hampshire, the New Hampshire State Liquor Commission (NHSLC) will optimize profitability by serving customers well and maintaining proper controls over the sale, distribution and use of alcoholic beverages.

A-2.2 Duties –

- Optimize profitability
- Maintain Proper Control
- Responsible for Efficient and Effective Operation of the NHSLC
- Provide Customer Service

The State of New Hampshire is a “control state” meaning that the NHSLC controls the wholesale and retail sale of Liquor and wine. The NHSLC regulates all Liquor and wine sold in the state, collects revenues, issues licenses, and enforces laws governing the sale and service of alcohol.

A-2.3 General Information

- Approximately 3,621,422 cases of Liquor and wine were shipped from the two warehouses in Concord and Nashua during Calendar Year 2012.
- Deliveries to retail stores vary by day; larger volume stores receive multiple loads per week; some stores will receive weekend deliveries
- Average case drop per invoice (per order) during Calendar Year 2012:
 - State Store – 205
 - On-Premise – 15
 - Off-Premise - 63
- Total number of state retail stores – 77
- Pallet delivery stores – transport company driver drops pallet; our store personnel unpack pallet and stack product
- Hand-Off stores – transport company driver unloads product from inside truck; product enters store via rollers; our store personnel stack product
- Retail stores notified at least 3 hours in advance of scheduled delivery time; weekend and holiday deliveries may be required for certain stores.

A-3 Related Documents Required

A-3.1 New Hampshire Certificate of Authority or Certificate of Good Standing

The Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2013, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3244

If your company is registered, a Certificate may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

A-3.2 Certificate of Vote

This authorization notification must be consistent with the Vendor's corporate structure and must accompany the Proposal.

An officer of the company, name and title, must certify that the person signing the Proposal has been given the authority to do so. That authority must be in effect the day the Proposal is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

A. The signature of <the name and position of the signor of the contract> of the Corporation affixed to any Proposal shall bind the corporation to its terms and conditions.

B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Proposal.

A3.3 Certificate of Insurance:

This certificate is obtained from the Vendor's Insurance Company. One Original and two copies should be returned with Vendor's Proposal. The amount of insurance should reflect the requested levels of the RFP.

A 3.4 Liquor Carrier Licenses

The NHSLC liquor Carrier license application can be found at

http://www.nh.gov/liquor/License_application_form.shtml

A Vendor who has either or both an NHSLC carrier license and a USDOT common carrier license shall submit a copy of the current licenses. A Vendor who does not have both an NHSLC carrier license and a

USDOT common carrier license shall be prepared to provide such licenses upon demand by the NHSLC. The requirement in Exhibit C, Paragraph 1.14.1.6, Page 66, is a requirement that will need to be met in the future. The same is true for similar licensing requirements in the RFP including, but not limited to, Exhibit C, Paragraph 2, Page 63, and Appendix C, VII, Paragraph 11, Page 46.

**APPENDIX B
MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

Information is requested in Part 3, Section 6: Proposal Organization, to enable the State to contract for project implementation with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Proposal Submission

The Proposal must be submitted on time, as defined in this RFP in Table 1, Schedule of Events and include the properly completed Proposal Offer.

B-2 Compliance with Requirements

The proposed Vendor's solution must be able to satisfy all Mandatory requirements.

B-3 Transportation Costing Information

Vendor will provide costing data in Appendix D – Pricing Worksheet showing a per case delivery charge to and from state retail stores.

APPENDIX C REQUIREMENTS AND DELIVERABLES

Background:

The NHSLC currently operates 77 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 66 are located in leased retail space. The various store locations are listed in Appendix I.

The successful Vendor will be required to provide freight services to each retail location. The frequency of deliveries varies based on the size and location of each store. Current data shows orders ranging from a low of one case for delivery to a store to 2,533 cases in one order to one store. The average per case weight is 30 - 35 pounds.

Proposals must provide a fixed per-case delivery cost for Liquor and Wine and related products. The NHSLC will make initial payment for the return of pick errors or overages to our owned or contracted warehouses based on the agreed transportation cost per case. The NHSLC will then bill the warehouse that caused the pick error or overage. A freight charge will be paid by the NHSLC for store transfer invoices moving product back to a warehouse. This must be preauthorized by the NHSLC purchasing agent.

During the fiscal year ending June 30, 2012, the NHSLC shipped 1,145,206 cases of product from its Concord warehouse and 2,476,216 cases from its contract warehouse in Nashua. Outgoing shipments peak in November and December, with moderate peaks in June, August, and October. Appendix J provides historical shipping information. Appendix H contains the NHSLC's preferred delivery schedules to be used by the successful Vendor.

The NHSLC currently owns and operates a 50,000 square foot warehouse in Concord, New Hampshire. This facility will mainly provide storage for NH-produced Liquor and wine products and special buy-ins. The new warehouse Vendor is located in Bow, New Hampshire (Route 3A) and is operated by Exel, Inc. That facility is approximately 240,000 square feet. The new transportation Vendor may be required to co-mingle cases from both warehouses and ship to specific store locations throughout the state.

General Requirements:

1. The Vendor will cooperate and coordinate fully with the warehouse Vendor(s) employed and the state warehouse owned by the NHSLC. This is vital to insure a smooth, coordinated operation.

1.a. Restocking of retail stores occurs automatically via the POS software system. The POS system sends a file with restocking information after the store closes for the day. This typically occurs between 7:30 PM and 11:35 PM. Those orders are transmitted to the warehouses for picking the next day. The orders are also transmitted to the Transportation vendor.

1.b. The Transportation Vendor shall utilize the store orders to produce a routing plan. The routing plan shall be electronically returned to the Bow warehouse by 4:00 AM the following morning. By 5 AM, the Warehouse shall electronically notify the Transportation vendor when trailers will be available for pick up. The stores scheduled for delivery in that load shall be notified electronically of the Product to be delivered and

the estimated time of delivery. Also by 5 AM, the warehouse shall electronically notify the Transportation Vendor when trailers need to be delivered for loading.

1.c. The Warehouse, the Transportation vendor and the NHSLC shall ultimately determine the delivery schedule. This product is then delivered to each retail store according to the next scheduled delivery day (which could be as soon as the same day they are picked).

1.d. The loading of trailers for shipment to NHSLC retail stores and Licensee shipments are mostly live loads, however, both warehouse and transportation vendors cooperate with each other to achieve the most advantageous solution.

1.e.. Exel plans a Warehouse Load / Unload process in which the driver will not participate. The drivers will be asked to wait in a Driver's lounge where seating, restrooms and vending will be available while their trailer / truck is being loaded or unloaded. The driver will have the obligation to check his / her load prior to departure; however, for the most part Exel will ask that the Driver be in a secured area off the warehouse floor. There may be instances where a driver must visually check the unload or load of his / her vehicle. In these cases the drivers will be given an area of confinement in order to do this.

1.f. The Trailer shall be sealed and the seal broken by a warehouse representative or a store representative. The Warehouse shall maintain a truck seal log including date, time and seal numbers. The NHSLC shall also maintain a truck seal log.

2. The Vendor will be required to furnish all personnel and equipment necessary to deliver Liquor and wine and related products, supplies, and displays to NHSLC retail stores identified on bills of lading provided by the NHSLC.

3. The Vendor shall furnish sufficient transporting equipment to accommodate daily delivery of Liquor and wine and related products, supplies, and displays. Vendor will be required to deliver product to most stores in 48-foot trailers. Some store locations require smaller trucks with lift gates. See Appendix I.

4. All loads to NHSLC stores shall include merchandise for delivery at the direction of the NHSLC, without stops to other delivery points, unless specifically authorized by the NHSLC.

5. The Vendor will be held responsible for any damages caused by its personnel or equipment. Such damage may include, but is not limited to, damage to product, loss of product, damage to leased store locations or to NHSLC property or personnel.

6. The Vendor is responsible to provide complete reimbursement to the NHSLC of the full value of Liquor and wine product, supplies, and display damage/theft/shortage while in the Vendor's custody. Replacement value is defined as the price of the product the NHSLC must pay. The NHSLC store manager will note damage/theft/shortage and issue an affidavit to the Vendor's driver for damage or shortages at the time of delivery. The affidavit will be signed by the driver if the damage is freight-related. A copy of the affidavit will be provided to the driver. The NHSLC will invoice the carrier on a monthly basis. If the damage/shortage is warehouse-related, the NHSLC will issue an affidavit against the warehouse Vendor.

Freight bills from the Vendor will be sent to the NHSLC Concord Warehouse Supervisor. These bills include charges for delivery to all stores and warehouses from all locations.

7. The Vendor shall deliver spirit and wine and related products, supplies, and displays as ordered by the NHSLC retail stores, pursuant to bills of lading provided by the NHSLC. This includes transfers of product between stores.
8. The quantity of cases to be delivered at any time will vary depending upon retail store requirements. No guarantee of volume is made or implied. Actual use will determine final contract total.
9. The Vendor shall count and receive spirit and wine and related products, supplies, and displays accepted for delivery in such quantities and type as indicated on the bills of lading at the time of pickup from the warehouse(s).
10. At time of pickup, the warehouse personnel will load vehicles with forklifts. The warehouse shall be responsible for providing the Vendor with the quantity and type of spirit and wine and related products, supplies, and displays listed on the bills of lading provided by the NHSLC and Exel, Inc. The Vendor shall sign and date the bills of lading at the time of pickup from the warehouse and leave the original with the warehouse. This may be accomplished electronically.
11. The Vendor shall coordinate with the warehouse supervisor or designee to pick up loads at scheduled times, Monday through Friday. Vendor is required to be available, for Saturday, Sunday, and holiday pickup and delivery. If prices are different for Saturday, Sunday or holiday pickup/delivery, Proposals must so indicate.
12. RFP responses must include an agreement to accept the current delivery schedule. In the future, delivery schedules may be established by the NHSLC with assistance from the Warehouse Vendor and the Transportation Vendor. Any requests to change established delivery schedules must be set out separately and will require prior written approval from the NHSLC.
13. Changes to delivery schedules due to unforeseen circumstances or holidays shall be mutually agreed between the Vendor and the NHSLC. In instances of deliveries requested for legal holidays, delivery is required to be completed on or before the day preceding the actual holiday.
14. Vendor shall unload trucks in an expedient manner. The use of fast track rollers is preferred in stores not equipped with a loading dock. Vendor will unload cases from the truck onto rollers or will assist with the removal of pallets as required. Vendor will deliver spirit and wine and related products, supplies, and displays to the receiving area and assist store staff to unload within the retail store. The configuration of each store's receiving area is unique and may affect unloading time requirements.
15. The driver shall have call-in communications (radio, cellphone, etc.) available to assist in tracking the location of the products. Driver will notify store manager(s) if delivery is to be delayed by more than one hour. Any emergency changes made to the schedule by the driver must be reported to the NHSLC and the manager of the store(s) affected. The Vendor must transmit electronic proof of delivery at each stop to the NHSLC and the Bow warehouse.
16. Delivery services shall include, but not necessarily be limited to the following:
 - a. Counting and receiving of spirit and wine and related products, supplies, and displays accepted for delivery in such quantity and such type as identified in the bills of lading.

b. Tracking the transfer of product and providing one copy of the signed bill of lading and one copy of the signed delivery receipt at each point of delivery.

c. Proof of store deliveries are sent to the NHSLC warehouse office. This includes copies of the Store Receiving Summary and the Store Invoice receiving pages with the required delivery information, discrepancies, driver signature and store manager signature.

d. Maintaining delivery records, signed bills of lading and delivery receipts of shipments.

17. The Vendor shall be paid the quoted per case price for delivery of each case accepted in good condition at store locations, for which signed bills of lading and delivery receipts are submitted to the NHSLC. This per case price must include all costs and services provided by the Vendor as required herein. The NHSLC may offset the amount of any claims for damage or loss from any payments due the Vendor.

18. The Vendor shall make deliveries to store locations in a reasonable and timely manner as described in the Store Delivery Schedule in Appendix H.

19. The Vendor shall be responsible for the delivery from the time it leaves the warehouse until the shipment arrives at its destination. All loads will be sealed from the warehouse to the first destination and all subsequent destinations. The transportation Vendor will provide all seals for use at warehouses and retail stores to fulfill this requirement. If the shipment is not sealed, the transportation Vendor may be billed for any breakage or shortages. The transportation contractor is responsible for damaged merchandise received by a store at the time of delivery.

19.a. If product arrives damaged at one of our retail stores, it is affidavit by store personnel and returned to the broker. If a licensee receives damaged product, the licensee gets permission to return the product to the warehouse. The product is put back in the supplier's account and a credit is issued to the licensee for that product. If a truck is correctly loaded at the warehouse, and the transportation vendor accepts the load, and it subsequently arrives damaged at a retail store or licensee, the transportation vendor is liable for the damage.

19b. It is the responsibility of the transportation vendor to confirm what product has been loaded on his truck and the condition of that product. Once the product is accepted by the transportation vendor, the transportation vendor is responsible for this load until it is delivered and accepted by store personnel. In each case, a bill of lading will be used as a receipt of shipment.

20. The Vendor shall not stack cases of Liquor or wine more than six feet high.

21. Liability: The Vendor shall be absolutely liable at all times, regardless of accident or negligence, for any loss or damage to the property of the NHSLC while said property is in the possession of the Vendor.

22. Shortages/Breakages: Liability on shipments from any designated warehouse will be as follows:

a. Warehouses designated by the NHSLC are responsible for shortages found at stores on sealed trailers from the respective shipping points.

b. The transportation Vendor is responsible for damaged merchandise (except for dry leakers) received by a store at the time of delivery and for shortages from trailers arriving at stores with broken trailer seals.

23. All overages from the warehouse(s), must be returned to the originating warehouse at no cost to the NHSLC.

24. All employees engaged in the handling and transporting of Liquor and wine must be citizens of the United States and over 18 years of age. All Vendors must be citizens of the United States, over 21 years of age, and registered through the Office of the Secretary of State to do business, under the laws of the State of New Hampshire. In the event of a statutory change in the minimum age, the above items shall reflect that age.
25. All Vendors must be currently engaged in the transportation of goods, with sufficient experience in the handling of like merchandise.
26. It is understood that all Vendors agree that in case of failure to render proper and efficient service, or in case of Federal or State Legislature enactment, or any other contingency whereby it would no longer be necessary for the NHSLC to have wine or Liquor transported to any or all state liquor stores, the NHSLC reserves the right to cancel all agreements.
27. An assignment for the benefit of creditors or bankruptcy on the part of the successful Vendor shall be cause for termination of the contract at a time to be specified by the NHSLC.
28. Equipment and personnel requirements vary on a day to day basis. In most cases loading is performed the day or night prior to delivery, therefore, it may be necessary to have sufficient equipment to handle 2 successive days. There will be no additional charges for the equipment used in pre-loading. Past experience has shown the daily need for trailers to be a high of 40, a low of 15, and an average of 20 for the total shipments and pre-loading from all warehouses. In addition, a maximum of 15 and a minimum of 5 tractors are used daily, with an average requirement of 10.
29. While the NHSLC does not guarantee future volume, approximately 17,684 loads were shipped to NHSLC stores during the past calendar year. (See Appendix H) Also, it may be necessary for the transportation Vendor to have a driver and yard tractor at the warehouse to supervise loading activity and move equipment in the yard. SEE P. 32 b.
30. In addition to trailer and truck equipment, the Vendor will provide the necessary equipment to provide a connection between the truck and the rollers maintained in the stores. Tailgate deliveries will be made at most stores. Due to space constraints, some stores require offload from the side door of the trailer. Wooden pallets, 40" x 48" are used to perform the tasks of loading and unloading in the most efficient manner. Loads must be secured in such a fashion as to form a unitized pallet. Stretch wrap will be used to unitize the pallet. This is particularly beneficial for stores equipped to receive pallet deliveries. Vendors should specify the method they will use to secure cases to the pallet.

Specific Requirements:

1. Proposals should include a written narrative, demonstrating the Vendor's ability to satisfy the scope of work. The narrative should describe a logical progression of tasks and effort starting with the initial steps or tasks to be accomplished and continuing until all proposed steps or tasks are fully described. The language of the narrative should be straight forward and limited to facts, solutions to problems, and plans of proposed action. Proposals should include a description of how services will be provided during emergencies, strikes, holidays, Saturdays or other irregular conditions. Finally,

Proposals should also include a detailed security plan outlining truck security when traveling from the warehouse to the delivery point(s) as well as security for loaded trucks at Vendor’s location.

2. Bids must be on a complete state-wide delivery schedule. Proposals must include a complete cost break out for delivery services on a per-case delivery basis. This per-case cost delivery price will be applicable for all Liquor and wine and related products. All payments made to the Vendor under this contract for Liquor and wine will be on a per-case basis regardless of case weight or content.

3. All loads shall be exclusively comprised of NHSLC merchandise, supplies or equipment, shipped under seal, for delivery at the direction of NHSLC only, without stops to other delivery points, unless specifically authorized by the NHSLC. The NHSLC, however, is open to allowing a proposal from a vendor regarding comingled loads going to both state stores and licensees if the Vendor demonstrates a benefit to the NHSLC and deliveries to state stores are not delayed or affected in any way.

4. Vendor must assume the responsibility of providing the necessary facilities ensuring the environmental control and safety of the space and to insure protection for materials sensitive to radical climate fluctuations and freezing. Vendor must describe the location(s) for overnight storage of loaded trailers and the security arrangements the Vendor intends to provide at that (these) locations(s).

5. All overages from any warehouse designated by the NHSLC must be returned to the originating warehouse by the carrier.

6. All Vendors must file, with their bid, a list of the Vehicles as defined in section 1.0, including but not limited to Tractors, trailers, fork lifts they presently own and/or intend to use to fulfill this contract, indicating the following for each vehicle:

<u>Vehicle Make-Age-Condition</u>	<u>Owned/ Leased</u>	<u>If leased, Expiration Date</u>	<u>Inspection Status</u>
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All vehicles must conform to all applicable state and federal laws and regulations.

Vendor must submit a plan for the monitoring of equipment to substantiate the integrity of the submitted weekly bill. This may be done by any trip recording system found acceptable by the NHSLC. Trailers with side doors are required to accomplish delivery at several liquor stores. Roll up doors are required on all trailers.

If vehicles are to be leased, the Vendor must have a letter of intent to provide the above equipment, signed by the lessor, indicating the available date of the equipment.

7. All Vendors must submit the work experience, in the transportation field, of the principals in their organization. Failure to supply this information may disqualify the bid.

8. Equipment and personnel requirements vary on a day to day basis. In most cases loading is performed the day prior to delivery, therefore, it is necessary to have sufficient equipment to handle two successive days. There will be no additional charges for the equipment used in pre-loading.

Past experience has shown the daily need for 45-foot trailers to be a high of 40, a low of 15, and an average requirement of 20 for the combined shipments and pre-loading from all Warehouses. In addition, a maximum of 15 and a minimum of 5 tractors were used during Fiscal Year 2012, with an average requirement of 10.

See Appendix I – Retail Store Delivery Requirements for a breakdown of stores where full trailers are dropped and left for unloading by store personnel over the next 24-48 hours. Vendors must have enough trailers to be able to accommodate this procedure.

a. See Appendix G for historical shipments from Concord and Law Warehouse and store transfers. This information given in order that Vendors may have some estimate of the amounts to be transported, but the NHSLC assumes no responsibility as to future volume.

b. The Vendor, the warehouse Vendor and the NHSLC shall confirm: the number of and location of empty trailers (8 during non-peak periods, 12 during peak periods), the number of tractors, the process for spotting and removing trailers in a timely manner

c. In addition to trailer and truck equipment, delivery of merchandise at the store requires sufficient conveyor sections (straights, curves and T's,) compatible with the existing conveyor equipment in the State Liquor Stores, to facilitate the unloading process. The list of pallet delivery and lift gate delivery store locations at this time is located in Appendix I: The number of stores with pallet delivery may vary during the course of the contract.

d. Products on pallets will be shrinkwrapped for pick up by the Transportation Vendor.

9. The State of New Hampshire and the NHSLC reserves the right at any time and without prior notice to ship Liquor and wine, related product, equipment and supplies to the points named herein by rail, contract motor carrier or other conveyance.

10. For Purposes of clarification on delivery day requirements, there will be no deliveries made on the following days in the years indicated, but loading will take place on the prior working day as if delivery was to be made. Schedule is subject to change by the NH State Legislature. Shipments may be made on all other days including Saturdays, Sundays and holidays for selected stores. Vendors should provide separate pricing, if any, for Saturday deliveries, Sunday deliveries, and holiday deliveries.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
New Year's Day	Mo 1/1	We 1/1	Th 1/1	Fr 1/1	Mo 1/2	Mo 1/1	Tu 1/1
Civil Rights Day	Mo 1/21	Mo 1/20	Mo 1/19	Mo 1/18	Mo 1/16	Mo 1/15	Mo 1/21
President's Day	Mo 2/19	Mo 2/17	Mo 2/16	Mo 2/15	Mo 2/20	Mo 2/19	Mo 2/18
Memorial Day	Mo 5/27	Th 5/26	Mo 5/25	Mo 5/30	Mo 5/29	Mo 5/28	Mo 5/27
Independence Day	Tu 7/4	Th 7/4	Fr 7/3	Mo 7/4	Tu 7/4	We 7/4	Th 7/4
Labor Day	Mo 9/2	Mo 9/1	Mo 9/7	Mo 9/5	Mo 9/4	Mo 9/3	Mo 9/2
Veteran's Day	Fr 11/10	Mo 11/11	We 11/11	Fr 11/11	Fr 11/10	Mo 11/12	Mo 11/11
Thanksgiving Day	Th 11/23	Th 11/2	Th 11/26	Th 11/24	Th 11/23	Th 11/22	Th 11/28
Day After Thanksgiving	Fr 11/23*	Fr 11/29*	Fr 11/27*	Fr 11/25*	Fr 11/24*	Fr 11/23*	Fr 11/29*
Christmas Day	Mo 12/25	Mo 12/25	We 12/25	Mo 12/26	Mo 12/25	Tu12/25	We 12/25

*May require limited service.

11. Any agreement resulting from this bid Proposal and all obligations of the State hereunder, shall become effective on the date of approval by the Attorney General.

12. The above charges shall reflect all equipment, materials, and supplies used in connection with the Delivery Operation.

13. If Vendor receives permission to deliver Liquor and/or wine product to NHSLC licensees, those deliveries can not interfere with deliveries to NHSLC stores.

14. Inclement/Severe Weather – All scheduled deliveries will be made by the carrier to the extent allowed by law. An exception is allowed in regard to delivery to stores that have been closed by the NHSLC.

15. Contract Transition Period From New Contract:

In the event the contract expires or is terminated before another Vendor is selected and prepared to provide Transportation services to the NHSLC, the Vendor agrees to continue the services prescribed under this contract for up to 6 months at the prices in effect at the end of the contract after the 6 month period the Vendor shall continue to provide services until the end of a reasonable transition period as determined by the NHSLC. The parties may negotiate a different price after the initial 6 month period.

The Vendor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Vendor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to provide transportation services.

All costs associated with the transfer of product and control from the existing transportation Vendor (“old”) to the new transportation Vendor (“new”), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the supplier or the terminated Vendor as determined by the NHSLC.

The NHSLC, in conjunction with both “old” and “new” Vendors, shall establish a deadline for the transfer of all contractual obligations. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period, as is practical for the transfer

The NHSLC shall observe and audit the transfer proceedings. Shortages shall be resolved between the old Vendor and the product Vendor, or NHSLC if the product is owned by the NHSLC.

16. Trailers must be clean inside and outside and in roadworthy condition.

17. Other than emergencies, all maintenance and repairs must be completed at a location other than the warehouse.

18. The Vendor shall provide a snow scraper at its facility to remove snow from trailer roofs prior to going on the road.

19. The Vendor shall return pallets from the retail stores and Concord Warehouse to the Bow Warehouse. The Warehouse Vendor requests that usable pallets be stored in a trailer at the Transportation Vendor's facility until the trailer is full. On request, the Transportation Vendor will deliver the trailer full of pallets to the designated dock at the warehouse. The same scenario is requested for unusable pallets, i.e. a separate trailer used for unuseable pallets until it is full, then delivery upon request to the warehouse. Also, empty boxes from selected stores (currently three) should be stored in an empty trailer until it is filled. The Transportation Vendor should deliver the full trailer to the warehouse upon request.

20. The NHSLC may arrange for the wrapping of trailers with marketing messages at its expense.

**APPENDIX D
PRICING WORKSHEETS**

A Vendor’s Cost Proposal must be based on the worksheets formatted as described in this appendix.

The Vendor must include the Firm Fixed Price for transportation service activities. The following format must be used to provide this information. Vendor will quote one delivery price for each category regardless of where the store is located **FOR THE CONTRACT PERIOD FROM November 1, 2013 until January 31, 2019.**

Beverage Cases – Pallet Unload (Lift Gate & Loading Dock)	\$X.XX per case	Months 1 – 62
Beverage Cases – Hand Unload	\$X.XX per case	Months 1 – 62
Discounted rate for movement of remaining cases from Nashua to Bow. Discounted rate for movement of cases from Concord to Bow	\$X.XX per case	Months 1 – 62
Totes and other store supplies to and from all stores	No Charge	Months 1 – 62
Product at the Concord Warehouse to the Bow Warehouse	No Charge	Months 1 – 62
Pallets, unuseable pallets and empty boxes from NHSLC sites to Vendor’s Warehouse then to Bow Warehouse.	No Charge	Months 1 – 62

Every load out of the Concord Warehouse will have a tote box (26.5 inches long x 17 inches wide x 12.5 inches high) going to and coming back from each store location. The totes coming back from stores can be delivered to the Concord warehouse during the next scheduled run to that warehouse. Should the Concord warehouse no longer be used to store product and not have scheduled product pick-ups, the Vendor will still be required to pick up and deliver totes from NHSLC Headquarters to all stores in our system.

**APPENDIX E
GENERAL STANDARDS AND REQUIREMENTS**

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/ COMPLETION OF SERVICES.

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, (“Effective Date”)

3.2. If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1. The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payment authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

Contractor Initials _____
Date _____

6.3. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3. The Contracting Officer specified in block 1.9, or his or her sucessor, shall be the State’e representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1. Any one or more of the following acts or ommissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1. failure to perform the Services satisfactorily or on schedule;
- 8.1.2. failure to submit any report required hereunder; and/or
- 8.1.3. failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1. give the contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absense of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults; and/or.
- 8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.

9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda papers, and documents, all whether finished or unfinished.

9.2. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon terminaiton of this Agreement for any reason .

9.3. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

Contractor Initials _____
Date _____

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects and independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under the Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER’S COMPENSATION.

15.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance, with or exempt from, the requirements of N.H. RSA chapter 281-A (“Workers’ Compensation”)

Contractor Initials _____
Date _____

15.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH No failure by the State to enforce any provisions herof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE Any notice by a party hereto to the pther party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an intrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein be reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date _____

EXHIBIT C

1. Certificate of Vote

This authorization notification must be consistent with Contractor’s corporate structure and must accompany the contract.

An officer of the company, name and title, must certify that the person signing the contract has been given the authority to do so. That authority must be in effect the day the contract is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

- A. The signature of the official affixed to any Proposal shall bind the corporation to its terms and conditions.
- B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the contract.

2. Carrier License

Contractor shall produce a current NHSLC Carrier License and a USDOT Common Carrier License on demand by the NHSLC. Such demand shall provide the Contractor with a reasonable opportunity to acquire a license.

3. The Agreement is amended as follows:

Delete Paragraphs 1.16 and 1.18

Delete paragraph 3.1 and substitute the following:

Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the New Hampshire State Liquor Commission, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Attorney General approves this Agreement as to form, substance and execution (“Effective Date”).

DELETE PARAGRAPH 4 AND INSERT:

4. STATE FUNDING.

4.1. In the event the State has insufficient funds available to itself make continued payments under the Agreement for any Services for which the State is responsible for payment, including but not limited to, Services that carry fees to the State such as bottle picking and handling of NHSLC Product, the State will immediately:

- 4.1.1. Fully exercise all authority to transfer funds within NHSLC’s budget and any other funds available to NHSLC, including without limitation, NHSLC’s authority to transfer funds under N.H. RSA 176:16, V and any revolving accounts or funds; and

4.1.2. Use best efforts and in good faith seek the necessary funding from the General Court and other governmental authorities to fulfill its obligation to make continued payments under the Agreement; and,

4.1.3 The State must immediately provide Contractor with written notice of any such funding shortfall.

4.2. Contractor may cease providing Services to the State for which the State cannot or fails to make payment, and will not be obligated to resume provision of Services to the State if funding for continued payments under the Agreement is not obtained, including without limitation, funding for any arrearages.

4.3 Notwithstanding the foregoing or any provision of this Agreement to the contrary, the Agreement will remain in effect for the full term of the Agreement, and any extensions thereof, and, if authorized by the NHSLC, Contractor may continue to provide Services to others such as Licensees, Suppliers, and Vendors.

DELETE 5.2

INSERT NEW 5.2:

5.2

(a) Rates. The Transportation Service Charges listed in Exhibit F are valid for the entire term of the contract: from November 1, 2013 until January 10, 2019.

Delete 5.4

ADD to Paragraph 6.2

Between “affirmative action” and “to prevent” insert the phrase “as required by applicable law.”

ADD to the end of paragraph 7.3

Notwithstanding the foregoing or any provision of the Agreement to the contrary, Contractor retains the right to pursue any of its remedies, both at law and in equity.

DELETE PARAGRAPH 8

INSERT NEW PARAGRAPH 8:

8. EVENT OF MATERIAL BREACH/REMEDIES.

Either party may terminate the Agreement and/or pursue its remedies at law and in equity for the material breach of the Agreement by the other party. The injured party shall give the other party written notice of such material breach. If there has been a failure to cure such material breach within thirty (30) business days after receipt of such notice by the other party, the Parties shall utilize the Contract Protest Process set out in paragraph 25. Provided, however, in the event of a material breach of the Agreement which

necessitates the State to obtain temporary substitute transportation services, the notice requirement shall be no less than twenty-four (24) hours.

DELETE PARAGRAPH 10

In paragraph 12, delete the reference to N.H. Department of Administrative Services and substitute New Hampshire State Liquor Commission.

AMEND PARAGRAPH 14.1.1 by adding after “insurance” and before “against” the following phrase, “with the State named as an additional insured.”

DELETE PARAGRAPH 14.1.2

AMEND PARAGRAPH 14 by adding Subparagraph 14.1.3 as follows:

14.1.3 All Risk insurance coverage including but not limited to flood, fire and extended coverage solely for goods on hand belonging to the NHSLC in an amount of \$2 million per occurrence. The All Risk insurance shall cover 100 % of NHSLC’s Replacement Cost (defined as the NHSLC’s purchase price for such goods plus related storage and transportation costs, if any). In the event of a claim payment; insurer or Contractor agrees to make payment directly to NHSLC. A certificate of insurance demonstrating compliance with the requirements of this Paragraph 14 shall be provided to NHSLC upon request.

AMEND PARAGRAPH 14.3 by deleting the last sentence and replacing it with the following sentence, “The Contractor shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

AMEND PARAGRAPH 14 by adding Subparagraphs 14.1.4-14.1.7 as follows:

14.1.4 Performance Bond. Upon final approval of this Agreement, Contractor shall provide to NHSLC in a form satisfactory to NHSLC, a Performance Bond in the amount of _____Dollars (\$ _____), which shall be retained by the NHSLC until the Completion Date.

14.1.5 The Transportation Vendor and its Facilities shall be fully bonded and registered with the to the extent required by law. A copy of such registration shall be provided to NHSLC upon request.

14.1.6 Once licenses are issued, the Contractor shall maintain all licenses to the extent required by law.

14.1.7 Transition Bond for completion of all necessary items to be fully operational on or before October 31, 2013. Prior to October 1, 2013, Contractor shall provide to NHSLC in a form satisfactory to NHSLC, a Transition Bond in the amount of _____ Dollars (\$_____), which shall be retained by the NHSLC until January 31st, 2014.

AMEND PARAGRAPH 16 as follows:

Add “or Contractor” after “the State” in both sentences. Strike “on the part of the Contractor” at the end of the paragraph. In addition, the phrase “Event of Default” where it occurs in this paragraph is amended to read “Material Breach”.

In paragraph 18, strike the phrase “and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.”

Add the following new paragraphs:

25. Contract Protest Process

The Parties shall use the Contract Protest Process to resolve any dispute with respect to the Agreement

The Issuing Officer, or his or her successor, shall be the NHSLC’s representative.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the “Invoking Party”) shall call for dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties.

In the event that the Parties are unable to reach agreement after good faith negotiations, the parties may agree to utilize a Mediator with experience in the issue in dispute. The selection of the Mediator shall be by mutual agreement of the Parties. The decision by such Mediator shall be non-binding and not evidence in any further proceeding. Following the decision of the Mediator, if any, the matter shall be submitted to the NHSLC for a determination following a hearing. The resulting Order may be appealed pursuant to RSA 541

26. Contract Transition Period

If this contract expires or is terminated before a Vendor is selected and prepared to provide Transportation services to the NHSLC, Contractor agrees to continue the services described under the current contract for up to 9 months at prices to be negotiated by the parties.

Contractor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Vendor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to interface with the NHSLC's computer and business systems on a magnitude consistent with actual conditions.

All costs associated with the transfer of Product and control from the existing Transportation Contractor(s) (“old”) to the successful Transportation Vendor (“new”), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the defaulted Contractor.

The NHSLC, in conjunction with both “old” and “new” Transportation Vendors shall establish a deadline for the transfer of all services to the “new” Vendor. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period as is practical for the transfer of all services from the “old” to the “new” Vendor. Notification of the deadline will be given within a reasonable period, to be arranged with the Vendor and existing Contractor at award.

The NHSLC shall determine when Services are to be transferred.

27. Assignment Provision

Contractor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of the State of New Hampshire and the United States as a result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the NHSLC under this contract if so requested by the State of New Hampshire.

28. News Releases

After award and final approval, the Vendor may make public the existence of the contract and the business relationship with the NHSLC. All other information must be approved by the NHSLC before it is made public, such approval not to be unreasonably withheld.

29. Confidentiality/Sensitive Information

Contractor may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a mutually agreed upon confidentiality agreement.

END OF EXHIBIT C

**APPENDIX F
RETAIL STORE LOCATIONS**

(as of 1/1/2013)

(Subject to Change)

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
1	Concord	Ben Mooney	80 Storrs St., Ames Plaza Concord, NH 03302	Burns	224-5910	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
2	W Chesterfield	Tammy Solomon	PO Box 177, 100B Route 9 West Chesterfield, NH 03466	Lafond	256-6482	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
3	Manchester	Christina Tomkinson	Manchester-Boston Regional Airport 1 Airport Road, Suite 205 Manchester, NH 03103	Burns	625-2318	6:00 am - 7:00 pm	6:00 am - 7:00 pm	6:00 am - 7:00 pm
4	Hooksett	Carolyn Hebert	1271 Hooksett Rd, Hooksett, NH 03106	Burns	641-5145	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
5	Berlin	Sherry Normand	IGA Shppng Plaza, 17 Pleasant St Berlin, NH 03570	Burns	752-1552	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
6	Portsmouth	Duane DuBois	Pick N Pay, 738 Islington Street Ste F&G Portsmouth, NH 03801	O'Brien	436-3382 Fax:431-6479	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
7	Littleton	Carolyn Aldrich	568 Meadow Street, Globe Shp Ctr Littleton, NH 03561	Burns	444-5726	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
8	Claremont	Tony Perras	Claremont Market Place, 367 Washington St, (Route 103) Claremont, NH 03743	Lafond	543-0200	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
9	Dover	Mike O'Connor	47 Chestnut Street Dover, NH 03820	O'Brien	742-3738	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
10	Manchester	Tammy Martin	333 Lincoln Street Manchester, NH 03103-5749	Burns	626-0940	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
11	Lebanon	David Laraway	12 Centerra Parkway Lebanon, NH 03766	Lafond	643-8979	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
12	Center Harbor	Ronald Shute	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1 ; PO BOX 160 Center Harbor, NH 03226	Burns	253-3169	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
13	Somersworth	Darrell Haynes	5 Somersworth Plaza Somersworth, NH 03878	O'Brien	692-2555	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
14	Rochester	Art Gerry	Lilac Mall, Route 125 Rochester, NH 03867	O'Brien	332-0378	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
15	Keene	Cheryl Caron	6 Ash Brook Court Keene, NH 03431	Lafond	352-1568	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
16	Woodsville	Barbara Bolduc	1 Forest St., Butson's Complex Woodsville, NH 03785	Burns	747-3471	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
17	Franklin	Ryan Beauchesne	Franklin Shppng Ctr, 880 Central St. Franklin, NH 03235	Burns	934-3523	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
18	Colebrook	Dave Colby	124 Main Street Colebrook, NH 03576	Burns	237-4097	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
19	Plymouth	Steven Willey	494 Tenney Mt Hwy Unit #3 Plymouth, NH 03264	Burns	536-3614	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
20	Derry	Nancy Dylun	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	O'Brien	437-2826	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
21	Peterborough	Monica Wood	Peterborough Plz Ste #1, 19 Wilton Rd. Peterborough, NH 03458	Lafond	924-6671	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
22	Brookline	Larry Hammond	44A Route 13 Brookline, NH 03033	Lafond	672-8426	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
23	Conway	Lisa Giovanni	234 White Mountain Hwy, Suite 9 Conway, NH 03818	Burns	447-2782	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
24	Newport	Leslie Sampson	Sugar Riv Shp Ctr, 52 John Stark Hwy Newport, NH 03773	Lafond	863-3550	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
25	Stratham	Nichole Wilson	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave., Stratham, NH 03885	O'Brien	772-2021	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
26	Groveton	Madeline Hart	Northumberland Shp Ctr, PO Box 42 Route 3, Groveton, NH 03582	Burns	636-1003	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
27	Nashua	Bradford Bowden	Market Place Plaza, 300 Main Street Nashua, NH 03060	Lafond	595-2374	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
28	Seabrook Beach	Ernestine Morrow	186 Ocean Blvd Seabrook, NH 03874	O'Brien	474-9441	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
29	Whitefield	Carol Taylor	100 Lancaster Road , PO Box 183 Whitefield, NH 03598	Burns	837-2632	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
30	Milford	Jim Bridges	Granite Town Plaza, Suite 6 189 Elm Street, Route 101 West Milford, NH 03055	Lafond	673-1666	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
31	Manchester	Peter Kanteres	East Side Plaza, 885 Hanover Street Manchester, NH 03104	Burns	623-4613	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
32	Nashua	Melissa Merrill	Westside Plaza, 40 Northwest Blvd. Nashua, NH 03063	Lafond	594-4076	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
33	Manchester	Penny Brady	North Side Plaza, 1100 Bicentennial Dr. Manchester, NH 03104	Burns	622-5044	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
34	Salem	Patti Wheaton	417 South Broadway Salem, NH 03079	O'Brien	898-5243	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
35	Hillsboro	Phil Courtad	15 Antrim Road, Suite #1 Hillsboro, NH 03244	Lafond	464-3412	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
36	Jaffrey	Mary Spoon	Monadnock Plz, 80 Peterborough St. Jaffrey, NH 03452	Lafond	532-7291	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
37	Lancaster	Beverley Roy	Butson's Marketplace, 199A Main St. Lancaster, NH 03584	Burns	788-4861	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
38	Portsmouth	Mike Smith	Portsmouth Circle, 605 US Interstate By-Pass, Portsmouth, NH 03801	O'Brien	436-4806	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am- 9:00 pm
39	Wolfeboro	Mike Watson	35 Center Street Wolfeboro Falls, NH 03896	O'Brien	569-3567	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
40	Walpole	James O'Brien	32 Ames Plaza Lane Walpole, NH 03608	Lafond	756-3916	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
41	Seabrook	Mike Regan	Lafayette Boulevard, PO Box 236 Seabrook, NH 03874	O'Brien	474-3362	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
42	Meredith	Jolene Broderick	71 Route 104, Old Province Common Meredith, NH 03253	Burns	279-7018	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
43	Farmington	Beth Macomber	829 NH Route 11, Unit #2 Farmington, NH 03835	O'Brien	755-3571	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
44	Bristol	Pat Bolduc	20 Lake Street Bristol, NH 03222	Burns	744-2484	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
45	Pittsfield	Dodie Kidder	6 Water Street Pittsfield, NH 03263	O'Brien	435-6592	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
46	Ashland	Rick Risteen	46 North Main Street Ashland, NH 03217	Burns	968-7556	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
47	Lincoln	Cindy Ham	165 Main Street Unit 6, Lincoln, NH 03251 Mail ONLY: PO Box 1205	Burns	745-8922	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
48	Hinsdale	Muriel Southwick	849 Brattleboro Rd Hinsdale, NH 03451	Lafond	256-8637	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
49	Plaistow	Craig Boudreau	Market Basket Plz, 32 Plaistow Rd, #2A Plaistow, NH 03865	O'Brien	382-8511	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
50	Nashua	VACANT	So. Gate Shppng Mall, 269 DW Hwy Nashua, NH 03060	Lafond	888-0271	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
51	Pelham	Chris Kulick	Route 38, PO Box 10 Pelham, NH 03076	Lafond	635-7551	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
52	Gorham	Norm Giourard	159 Main Street, Androscoggin Plaza Gorham, NH 03581	Burns	466-3367	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
53	Hudson	Mike Derderian	Market Basket Shp Ctr, 212 Lowell Rd Hudson, NH 03051	Lafond	889-0549	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
54	Glen	Alex Trojano	65 Route 302 PO Box 166, Glen, NH 03838	Burns	383-9000	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
55	Bedford	Lisa Gosselin	Bedford Grove Plz, Ste 2, 5 Colby Court Bedford, NH 03110	Burns	627-5878	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
56	Gilford	Frank Lord	18 Weirs Road, Gilford, NH 03246	Burns	524-6083	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
57	Ossipee	Matthew Kresco	Indian Mound Shp Ctr, 240 Rte 16B Center Ossipee, NH 03814	O'Brien	539-2010	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
58	Goffstown	David Swisher	Shop N Save Plaza, 605 Mast Road Goffstown, NH 03102	Burns	626-4725	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
59	Merrimack	Nancy Hanson	Merrimack Shopping Ctr, Suite A, 6 Dobson Way, Merrimack, NH 03054-4131	Lafond	424-2521	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
60	W Lebanon	Brian Lahey	Powerhouse Plaza, Unit #3 10 Benning Drive 12A West Lebanon, NH 03784	Lafond	298-8629	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
62	Raymond	Michelle Markiewicz	Raymond Shp Ctr, Route 27, RFD 2 Raymond, NH 03077	O'Brien	895-2286	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
63	Winchester	Barbara Williams	Suite 1, 30 Warwick Road Winchester, NH 03470-2819	Lafond	239-6223	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
64	New London	Joe Cheverflis	New London Shppng Ctr, Route 11 PO Box 464, New London, NH 03257	Lafond	526-6868	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
65	Campton	Richard Strong	Center at Campton Corners, 25 Vintinner Road, Campton, NH 03223	Burns	726-2901	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
66	Hooksett	Jim Haggis	I-93 North Route 3A, PO Box 16296 Hooksett, NH 03106	Burns	485-5663	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 8:00 pm
67	Hooksett	Paul Dery	I-93 South 25 Springer Road Hooksett, NH 03106	Burns	485-5816	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 9:00 pm
68	N Hampton	Karen Boswell	69 Lafayette Road, Village Shppng Ctr North Hampton, NH 03862	O'Brien	964-6991	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
69	Nashua	Rich Theriault	25 Coliseum Avenue Nashua, NH 03063	Lafond	882-4670	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
70	Swanzey	Michele Gorecki	Rte 12, Troy Rd, 37 Monadnock Hwy Wilbur's Market Place Swanzey, NH 03431	Lafond	357-0693	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
71	Lee	Tammy Fournier	60 Calef Highway, Unit #4 Lee, NH 03861	O'Brien	868-7176	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
72	Concord	Rich Gulla	100 Fort Eddy Road Concord, NH 03301	Burns	224-5955	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
73	Hampton- S	Steve Hutchins	I-95 South, PO Box993 Hampton, NH 03843	O'Brien	926-3272	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am- 9:00 pm
74	Londonderry	Melissa Powell	Market Basket Plaza, 34 Nashua Rd. Londonderry, NH 03053	O'Brien	432-0270	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
75	Belmont	Sarah St. Pierre	15 Old State Road, Unit 1 Belmont, NH 03220	Burns	528-2170	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
76	Hampton- N	Clarina Graca	I-95 North, PO Box 2081 Hampton, NH 03843-2081	O'Brien	926-3374 Fax:926- 8803	9:00 am- 9:00 pm	9:00 am - 9:00 pm	9:00 am - 9:00 pm
77	Rindge	Christine Keefe	Cheshire Marketplace, Unit 7 497 US Route 202 Rindge, NH 03461	Lafond	899-3187	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
78	Hampstead	Julie Chevalier	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	O'Brien	329-4037	10:00 am - 6:00 pm Friday 10:00 am- 8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm

**APPENDIX G
HISTORICAL NUMBER OF DELIVERIES TO STORES & CASES
SHIPPED FROM WAREHOUSES**

During Calendar Year 2012 (ending December 31, 2012):

Total Number of Cases of Product Shipped from Concord & Nashua: 3,506,140

Total Number of Orders of Product from Concord & Nashua – 13,145

Calendar Year 2012 Monthly Shipments Summary

Month	Orders	Cases
Jan	1,057	217,609
Feb	1,049	222,763
Mar	1,083	223,960
Apr	1,076	248,318
May	1,149	310,214
Jun	1,078	312,490
Jul	1,091	374,135
Aug	1,204	356,865
Sep	1,009	265,209
Oct	1,220	319,929
Nov	1,102	335,091
Dec	1,027	319,557
Total	13,145	3,506,140

APPENDIX G, Continued**HISTORICAL SHIPMENTS FROM CONCORD & LAW WAREHOUSES & STORE TRANSFERS**

Month	FY10 Cases			FY11 Cases			FY12 Cases		
	Concord	Law	Total	Concord	Law	Total	Concord	Law	Total
July	105,168	245,008	350,176	101,467	236,986	338,453	117,996	321,494	439,490
August	148,045	361,282	509,327	149,070	382,251	531,321	105,088	327,704	432,792
September	96,864	263,567	360,431	100,587	270,924	371,511	87,704	287,835	375,539
October	95,817	267,361	363,178	126,494	361,423	487,917	113,069	378,652	491,721
November	125,050	359,648	484,698	98,881	318,058	416,939	89,446	325,665	415,111
December	109,694	322,320	432,014	104,056	335,664	439,720	102,203	368,992	471,195
January	89,711	283,638	373,349	92,350	307,587	399,937	83,936	312,441	396,377
February	81,161	241,449	322,610	72,770	247,776	320,546	67,952	253,049	321,001
March	71,779	206,219	277,998	69,559	210,387	279,946	68,817	232,443	301,260
April	93,881	246,185	340,066	87,467	275,482	362,949	96,035	354,716	450,751
May	118,998	321,279	440,277	116,411	328,761	445,172	88,635	295,978	384,613
June	127,837	335,667	463,504	123,564	369,958	493,522	119,062	411,669	530,731
Total	1,264,005	3,453,623	4,717,628	1,242,676	3,645,257	4,887,933	1,139,943	3,870,638	5,010,581

APPENDIX G, Continued**LOADS SHIPPED FROM WAREHOUSES TO STORES**

Month	2010					
	Concord		Nashua		Total	
	Cases	Loads	Cases	Loads	Cases	Loads
January	85,328	597	131,836	681	217,164	1,278
February	83,504	586	139,691	657	223,195	1,243
March	102,017	670	135,474	740	237,491	1,410
April	94,350	620	141,640	757	235,990	1,377
May	94,732	581	135,940	642	230,672	1,223
June	143,393	651	208,468	784	351,861	1,435
July	107,944	582	175,790	691	283,734	1,273
August	131,915	671	211,962	757	343,877	1,428
September	111,737	651	165,892	717	277,629	1,368
October	91,873	581	173,715	692	265,588	1,273
November	111,303	682	197,817	708	309,120	1,390
December	105,362	629	212,795	712	318,157	1,341
Total	1,263,458	7,501	2,031,020	8,538	3,294,478	16,039

APPENDIX G, Continued**LOADS SHIPPED FROM WAREHOUSES TO STORES**

Month	2011					
	Concord		Nashua		Total	
January	Cases	Loads	Cases	Loads	Cases	Loads
February	89,732	668	146,709	699	236,441	1,367
March	72,422	579	135,499	659	207,921	1,238
April	102,739	694	149,713	769	252,452	1,463
May	85,499	617	142,535	681	228,034	1,298
June	107,832	653	163,390	701	271,222	1,354
July	122,669	643	222,198	783	344,867	1,426
August	95,544	579	181,402	639	276,946	1,218
September	117,257	682	240,474	783	357,731	1,465
October	106,549	677	180,305	708	286,854	1,385
November	94,159	649	186,189	690	280,348	1,339
December	96,984	682	214,445	730	311,429	1,412
Total	102,107	678	229,611	729	331,718	1,407
	1,193,493	7,801	2,192,470	8,571	3,385,963	16,372

APPENDIX G, Continued**LOADS SHIPPED FROM WAREHOUSES TO STORES**

	2012						
Month	Concord		Nashua		Total		Average
	Cases	Loads	Cases	Loads	Cases	Loads	Cases
January							
February	75,266	664	170,018	774	245,284	1,438	171
March	71,411	675	150,270	721	221,681	1,396	159
April	89,181	702	168,929	779	258,110	1,481	174
May	77,281	665	174,313	749	251,594	1,414	178
June	102,132	716	195,322	777	297,454	1,493	199
July	109,699	753	239,880	778	349,579	1,531	228
August	129,653	747	247,522	804	377,175	1,551	243
September	112,630	768	253,201	814	365,831	1,582	231
October	81,211	634	187,735	707	268,946	1,341	201
November	99,942	790	224,139	824	324,081	1,614	201
December	101,421	691	236,910	770	338,331	1,461	232
Total	95,379	653	227,977	729	323,356	1,382	234
	1,145,206	8,458	2,476,216	9,226	3,621,422	17,684	205

APPENDIX G, Continued**STORE TRANSFERS**

Month	2010		2011		2012	
	Cases	Transfers	Cases	Transfers	Cases	Transfers
January	755	226	1,354	215	1,069	303
February	1,242	399	2,291	444	1,920	720
March	604	232	1,107	294	1,217	368
April	1,619	387	1,220	327	1,341	411
May	1,266	397	2,019	376	1,417	475
June	200	65	773	119	467	136
July	1,342	409	1,444	413	1,921	583
August	1,610	442	1,219	319	1,831	532
September	779	300	1,135	437	2,016	580
October	846	236	932	294	415	140
November	1,200	380	1,074	353	1,938	573
December	1,375	482	2,545	613	2,151	696
Total	12,838	3,955	17,113	4,204	17,703	5,517

APPENDIX H
CONTAINS THE NHSLC’s LOW AND HIGH DELIVERY SCHEDULES TO NHSLC RETAIL STORES
 (subject to change by NHSLC)

<u>STORE</u>	<u>CONCORD WAREHOUSE</u>			<u>LAW WAREHOUSE</u>			
1	Monday	Thursday		Monday	Tuesday	Wednesday	Friday
2	Tuesday	Thursday		Tuesday	Thursday		
4	Wednesday			Monday	Thursday		
5	Friday			Friday			
6	Tuesday	Thursday		Monday	Wednesday		
7	Tuesday	Thursday		Tuesday	Thursday		
8	Tuesday	Thursday		Monday	Thursday		
9	Tuesday			Monday	Wednesday		
10	Tuesday	Thursday		Monday	Wednesday		
11	Tuesday	Thursday		Monday	Wednesday	Friday	
12	Tuesday	Thursday		Tuesday	Thursday	Friday	
13	Tuesday			Wednesday			
14	Tuesday			Monday	Wednesday		
15	Tuesday	Thursday	Friday	Tuesday	Thursday	Friday	
16	Friday			Friday			

STORE **CONCORD WAREHOUSE**

17	Thursday	
18	Friday	
19	Thursday	
20	Tuesday	
21	Friday	
22	Monday	Wednesday
23	Tuesday	Thursday
24	Wednesday	
25	Monday	Wednesday
26	Friday	
27	Monday	Wednesday
28	Wednesday	
29	Friday	
30	Wednesday	Friday
31	Wednesday	

LAW WAREHOUSE

Thursday		
Friday		
Friday		
Monday	Wednesday	
Tuesday	Thursday	
Tuesday	Thursday	
Tuesday	Thursday	Friday
Thursday		
Tuesday	Friday	
Friday		
Monday	Wednesday	
Wednesday		
Friday		
Tuesday	Thursday	
Thursday		

<u>STORE</u>	<u>CONCORD</u>	<u>WAREHOUSE</u>						<u>LAW WAREHOUSE</u>							
32	Monday	Wednesday						Tuesday	Thursday						
33	Tuesday	Thursday						Monday	Wednesday	Friday					
34	Monday	Tuesday	Wednesday	Thursday	Friday						Monday	Tuesday	Wednesday	Thursday	Friday
35	Thursday						Thursday								
36	Friday						Thursday								
37	Friday						Friday								
38	Monday	Tuesday	Wednesday	Thursday	Friday						Monday	Tuesday	Wednesday	Thursday	Friday
39	Thursday						Tuesday	Friday							
40	Wednesday						Thursday								
41	Monday	Tuesday	Thursday						Monday	Wednesday	Friday				
42	Thursday						Tuesday	Friday							
43	Tuesday						Wednesday								
44	Thursday						Thursday								
45	Tuesday						Wednesday								
46	Thursday						Thursday								
47	Tuesday	Friday						Tuesday	Friday						

<u>STORE</u>	<u>CONCORD WAREHOUSE</u>					<u>LAW WAREHOUSE</u>				
48	Tuesday	Friday				Tuesday	Thursday			
49	Monday	Tuesday	Wednesday	Thursday	Friday	Monday	Tuesday	Wednesday	Thursday	Friday
50	Monday	Tuesday	Wednesday	Thursday		Monday	Tuesday	Thursday	Friday	
51	Monday	Wednesday				Monday	Wednesday			
52	Friday					Friday				
53	Monday	Wednesday				Tuesday	Friday			
54	Thursday					Tuesday	Friday			
55	Tuesday	Thursday				Monday	Wednesday	Friday		
56	Wednesday	Friday				Tuesday	Friday			
57	Thursday					Tuesday	Friday			
58	Monday					Tuesday				
59	Monday	Wednesday				Tuesday	Thursday			
60	Tuesday	Thursday				Monday	Wednesday	Friday		
62	Monday					Tuesday				
63	Friday					Thursday				

<u>STORE</u>	<u>CONCORD WAREHOUSE</u>					<u>LAW WAREHOUSE</u>				
64	Wednesday					Monday	Tuesday	Thursday		
65	Thursday					Thursday				
66	Monday	Tuesday	Wednesday	Thursday	Friday	Monday	Tuesday	Wednesday	Thursday	Friday
67	Monday	Tuesday	Wednesday	Thursday	Friday	Monday	Tuesday	Wednesday	Thursday	Friday
68	Tuesday	Thursday				Monday	Wednesday			
69	Monday	Tuesday	Wednesday	Thursday		Monday	Tuesday	Wednesday	Thursday	Friday
70	Friday					Tuesday	Thursday			
71	Tuesday	Thursday				Monday	Wednesday			
72	Monday	Wednesday				Tuesday	Friday			
73	Monday	Tuesday	Thursday	Friday		Monday	Tuesday	Wednesday	Thursday	Friday
74	Monday	Wednesday				Monday	Wednesday			
75	Thursday					Tuesday	Friday			
76	Monday	Tuesday	Wednesday	Thursday	Friday	Monday	Tuesday	Wednesday	Thursday	Friday
77	Tuesday	Friday				Tuesday	Thursday			
78	Tuesday	Thursday				Monday	Wednesday			

**APPENDIX I
Retail Store Delivery Requirements**

STORE	PALLET	SPECIAL	INSTRUCTIONS	AVERAGE # OF CASES PER MONTH
1	Yes	No		
2	Yes			
3	Yes	No		See
4	No	No	Hand Off	information
5	No	No	Hand Off	posted on
6	Yes	Yes	Lift Gate Truck	website
7	Yes	No		http://www.nh.gov/liquor/public_notices.shtml
8	Yes	Yes	Lift Gate Truck	
9	No	No	Hand Off	
10	Yes	No		
11	Yes	Yes	Lift Gate truck	
12	No	Yes	Deliveries between 6:00-7:30 only	
13	No	No	Hand Off	
14	No	No	Hand Off	
15	Yes	No		
16	Yes	No	Lift Gate Truck	
17	No	No	Hand Off	
18	No	No	Hand Off	
19	No	Yes	Deliveries between 6:00-7:30 only	
20	No	No	Hand Off / Side Door	
21	Yes	No		
22	Yes	No		
23	Yes	No		
24	No	No	Hand Off / Side Door	
25	Yes	No		
26	No	No	Hand Off	
27	Yes	No		
28	No	No	Hand Off	
29	No	No	Hand Off	
30	Yes	No		
31	No	No	Hand Off / Side Door	
32	Yes	No	Life Gate	
33	Yes	Yes	Deliveries between 6:00-7:30 only	
34	Yes	No		
35	No	No	Hand Off	
36	No	No	Hand Off	
37	Yes	Yes	Deliveries between 6:00-7:30 only	
38	Yes	No		
39	No	No	Hand Off / Side Door	
40	No	No	Hand Off	
41	No	No	Hand Off	

**Appendix I
Retail Store Delivery Requirements**

42	No	No	Hand Off
43	No	No	Hand Off
44	Yes	No	
45	No	No	Hand Off
46	No	No	Hand Off
47	Yes	Yes	Deliveries between 6:00-7:30am only
48	Yes	No	
49	Yes	No	
50	Yes	No	
51	No	No	Hand Off
52	No	No	Hand Off
53	Yes	No	
54	Yes	No	
55	Yes	No	Lift Gate
56	Yes	No	Lift Gate
57	No	No	Hand Off / Side Door
58	No	No	Hand Off
59	Yes	Yes	Lift Gate Truck
60	Yes	No	
62	Yes	Yes	Lift Gate Truck
63	No	No	Hand Off
64	No	No	Hand Off
65	No	Yes	Deliveries between 6:00-7:30am
66	Yes	No	
67	Yes	No	
68	Yes	Yes	Lift Gate Truck
69	Yes	No	
70	No	No	Hand Off
71	No	No	Hand Off / Side Door
72	No	No	Hand Off
73	Yes	No	
74	No	No	Hand Off
75	No	No	Hand Off
76	Yes	No	
77	No	No	Hand Off / Side Door
78	No	No	Hand Off / Side Door

APPENDIX J
CURRENT TRANSPORTATION PRICING STRUCTURE
Transportation Charges
May 1, 2012 through October 31, 2013

TRANSPORTATION TO NHSLC STORES: Charged to: NHSLC

Consists of the delivery of beverage cases to/from New Hampshire State Liquor Stores.
 Subject to fuel surcharge as defined in the contract.

Pallet unload stores	Beverages Cases
	\$ 0.58 per case
Supplies	No charge
Hand Unload stores	Beverages Cases
	\$ 0.87 per case
Supplies	No charge

At the end of the 12th month, and on May 1st of each succeeding year, a flat rate will be calculated for the next 12-months using the scaled rates quoted and the actual weighting of pallet vs. non-pallet case deliveries for the most recent 12-months rounding up or down to the nearest full cent.

APPENDIX K
Fuel Surcharges

State and Contractor agree that in the event the combined cost of diesel fuel and applicable diesel fuel taxes (hereinafter the “fuel cost”) shall exceed \$3.50 per gallon for a period of thirty (30) days, as verified by documentation submitted by Contractor to establish its fuel cost, then the transportation rate shall increase by \$0.01 per case. The transportation rate shall further increase by \$0.01 per case for each documented \$0.25 per gallon increase in fuel cost above \$3.50 per gallon which remains in effect for a period of thirty (30) days. If the fuel cost decreases below \$3.50 per gallon or below any additional \$0.25 per gallon decrease in fuel cost, as the case may be, for a period of thirty (30) days, then the transportation rate increase shall not apply.

The Contractor and State further agree that in the event the fuel cost shall be less than \$3.50 per gallon for a period of thirty (30) days, then the transportation rate shall decrease by \$0.01 per case. If the fuel cost further decreases by \$0.25 per gallon below \$3.50 per gallon for a period of thirty (30) days, then the transportation rate shall decrease an additional \$0.01 per case.

The adjusted transportation rate as provided in this appendix shall take effect the first day of the next calendar month following the applicable thirty-day period of documented increased or decreased fuel cost.

Contractor shall maintain records acceptable to the State, documenting its cost of diesel fuel and applicable diesel fuel taxes for vehicles used in providing the distribution services under this Agreement, which shall be subject to inspection by the State upon request.

APPENDIX L

Relevant NH Revised Statutes/Administrative Rules

The liquor carrier license application can be found at

http://www.nh.gov/liquor/License_application_form.shtml

The Alcoholic Beverages Revised Statutes can be found at Title XIII, Chapters 175-180:

<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XIII.htm>

The rules of the NHSLC are contained at:

http://www.gencourt.state.nh.us/rules/state_agencies/liq.html