



REQUEST FOR PROPOSAL

2011-02

Warehouse Services for Wine and Spirits and Related Products

May 20, 2011

Issued by:

NH State Liquor Commission



New Hampshire State

Liquor Commission

PO Box 503

Concord, NH 03302-0503

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STATE OF NEW HAMPSHIRE
NH LIQUOR COMMISSION
RFP 2011 - 02
Warehouse Services for Spirits & Wine Product,
Equipment & Supplies

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: _____

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 INSTRUCTIONS TO VENDORS

1.2 Purpose

The purpose of this Request For Proposal (RFP) is to solicit responses from qualified Vendors to provide “warehouse operation services” for the State of New Hampshire Liquor Commission (NHSLC), during the term of the proposed contract, in accordance with the requirements of this Proposal and any resulting contract. The NHSLC is also issuing an RFP for Transportation Services. Vendors may submit a bid on both RFPs.

Currently, the NHSLC utilizes both a private and a NHSLC operated warehouse for the receiving, storage and shipping of NHSLC and supplier owned spirits and wine. Suppliers ship product to a designated warehouse and incur all shipping, handling and storage charges until the product is purchased by the NHSLC. Orders from single bottles through full cases are received by the warehouse from NHSLC stores and licensees through automated, manual and telecommunication ordering systems. The cycle time between order placement and receipt of product can exceed 7 days in some instances. Transportation between these two warehouses and NHSLC operated stores is done by a private carrier under contract with the NHSLC. Transportation between warehouses and licensees is arranged by the licensee and includes the use of licensed common carriers, private carriers and personal vehicles.

The NHSLC is seeking Proposals for a comprehensive and efficient warehousing system. The NHSLC envisions a warehousing system capable of responding to the needs of its customers. These needs include, but are not limited to, 24 hour or less cycle time between order placement and delivery, single bottle picking, vintage tracking for designated wines and electronic data interchange (EDI) capability between suppliers and the warehouse to ensure product availability.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued:	Issuing Office	May 20, 2011
Vendor Written Inquiry Period Begins	Potential Vendors	May 31, 2011
Notification to NHSLC of the number of reps (no more than three) attending Mandatory Vendor Conference	Potential Vendors	June 2, 2011
Mandatory Vendor’s Conference; location identified in General Instructions, Section 1.4	Potential Vendors/ Issuing Office	June 9, 2011 10:00 A.M.
Vendor Inquiry Period Ends (Final inquiries due)	Potential Vendors	June 16, 2011
Final NHSLC responses to Vendor inquiries	Issuing Office	June 23, 2011
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	July 7, 2011 Time of day: <u>2:00 PM</u>

Upon review of all Proposals, the NHSLC will enter into negotiations with the Vendor who submitted the Proposal that best meets the needs of the NHSLC. Upon completion of the

negotiation phase, the NHSLC will determine if it will award a contract for any or all components of the above services. Therefore, it is important that the Vendor submit Proposals for the following scenarios:

(A) A Single Warehouse based on the combined volume of the 2 existing warehouses.

(B) Two separate warehouses based on the volume currently handled by a private warehouse (LAW, Inc.) and the state's warehouse.

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 warehouse 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 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.

July 1, 2011 - Notice to Vendors regarding alternative warehouse site(s), if any.

July 11, 2011 - Deadline for submission of Sealed alternative transportation Proposals, if any.

2:00 PM

July/August/ September - 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 March 1, 2012, new warehouse, if any, has successfully completed all tests and, if necessary and as appropriate, introduction of product and functions to the new warehouse.

April - Period reserved, if necessary, for contingencies

On or before May 1, 2012, transfer completed (if necessary) all functions operating in a smooth production mode at the new warehouse. (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, Director
Division 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 not contact the Issuing Officer by telephone with any inquiries. 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 **Warehouse Services for Spirits & Wine Product**).

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 RFB, Vendors are prohibited from contacting or lobbying any NHSLC personnel or evaluation committee members regarding this RFP. 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. 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' interpretation of the RFP. Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given before the Vendor 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.

1.4.1 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 the Vendor's 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. The Vendor shall have the authority to submit a Proposal, to negotiate a contract, and to bind the Vendor

1.5.2 Proposal Offer

The Proposal Offer form shall be attached to each Proposal original and copy. The Proposal Offer 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.

1.5.4 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:

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

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 NHSLC's Options

The NHSLC reserves the right to reject all or any part of any response and to award any contract solely as it deems to be in the best interest of the NHSLC, and to waive any informalities 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/or 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 an alternative satisfactory to 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 one (1) electronic copy of the Proposal on CD-Rom in MS WORD format **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.

The submission may contain whatever supportive materials 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

1.7.1 Minimum Response

All numbered sections of this RFP and appendices 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. Extension of hours of operation for incoming loads during peak volume periods, picking orders received by 3:00PM for shipment the following day to fifteen largest volume stores are examples of innovative warehouse services not currently available to our customers. Vendors should detail other operational enhancements as may be offered such as robot automation, etc.

1.7.4 Work in Progress

The NHSLC recognizes that potential Vendors may not be currently engaged in large-scale spirits and wine warehousing, and that their premises and 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 NHSLC'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 warehouse 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 warehouse 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 NHSLC in an amount to be determined by the NHSLC. Documented evidence that a surety can be furnished shall accompany the Proposal.

By way of example, at the inception of the current contract, a performance bond of \$1,000,000 was required. Depending upon the circumstances, a higher or lower amount may be necessary.

1.10.1 Duration of Contract

This contract shall be awarded for a period ending on January 10, 2015. The current contract ends on April 30, 2012. If possible, the Vendor must agree to maintain the current level of services beginning on May 1, 2012. If the Vendor cannot maintain the current level of services beginning on May 1, 2012, it shall identify the date on which it will realistically be able to provide the current level of services.

1.10.2 Extension of Contract

This contract may, with continuing acceptable performance, be extendable by the NHSLC for no more than three (3), three (3) 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 Event of Default; Defined

The NHSLC will take these factors into account in determining satisfactory performance following award of contract. If the stated ground for default for each factor is not met within thirty (30) days following notification by certified mail or equivalent service, then the Vendor shall be deemed to be in default.

a. Smooth transition: that the Vendor has correctly estimated the magnitude of effort and resources necessary to provide a warehouse, has demonstrated the ability and willingness to resolve unforeseen problems that may arise, and has shown skill in anticipating and averting potential disruptions.

DEFAULT CRITERIA: the Vendor is unable to conduct the transition without substantial disruption to the NHSLC and/or its suppliers and/or its licensees and/or the Vendor is unable to meet the requirements necessary to begin the transition phase according to schedule.

b. The ability to understand, implement and support all MIS/computer/business protocols in a timely and skilled manner, and without excessive error; which includes the recognition that some errors, however slight or infrequent, carry the potential for severe disruption. To apply appropriate resources in establishing an acceptable level of business intercourse with the NHSLC and its suppliers and licensees, and to provide mechanisms for rapidly and effectively resolving errors and disruptions when they do occur.

DEFAULT CRITERIA: the Vendor is unable to interface with the NHSLC's computer system according to specifications and/or is unable to correct errors in a timely manner (defined as 4 hours or less) and/or the number and/or magnitude of errors is causing a disruption to the NHSLC.

c. The ability to handle the anticipated workload during periods of peak demand and/or inclement weather (consistent with reasonable safety criteria) without disrupting stores, licensees, suppliers, or carriers.

DEFAULT CRITERIA: the Vendor is unable to receive and/or ship product as required such that the NHSLC and/or its suppliers and/or its licensees are disrupted and/or an excessive amount of product is damaged and/or delayed. Incoming product shall be unloaded within 2 hours of arrival, provided that the shipment arrives on schedule, and orders shall be picked and shipped so that the cycle time between order receipt and delivery is less than 24 hours.

d. The overall reporting accuracy and control of inventory, at a level which clearly demonstrates that sufficiently tight and timely control has been achieved.

DEFAULT CRITERIA: the Vendor is unable to maintain accurate control of inventory at all times. Physical vs. perpetual inventory and/or mispicks are in excess of 1/2 of 1%.

e. This RFP does not include trucking to licensed premises, but the Vendor's ability to control outgoing; trucking on behalf of the licensees, and maintain an effective and harmonious relationship with carriers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the licensees' carrier/s is/are unable to pick-up merchandise as scheduled and/or incurs charges and/or losses related to the Vendor's inability to maintain the required schedule.

f. The ability to support an effective and harmonious relationship with the NHSLC's product suppliers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Vendor is unable to provide the NHSLC's suppliers with services as specified and/or in a timely and/or error-free manner.

g. Warehouse safety shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Vendor does not maintain adequate security and/or fire protection and/or lighting and/or climate control and/or a dangerous condition is allowed to develop.

1.10.4 Event of Default; Remedies

Upon the occurrence of any Event of Default which is not remedied within the time specified in 1.10.3, the NHSLC may take any one, or more, of the following actions:

1.10.4.1 Termination

terminate this agreement; and

1.10.4.2 Bond forfeiture

hold the Vendor liable for all costs incurred by the NHSLC and third parties by forfeiture of bond to the extent of the cost necessary to provide alternate services and to recover losses; and

1.10.4.3 Set off obligations

set off against any other obligations the NHSLC may owe to the Contractor for any damages the NHSLC suffers by reason of any Event of Default; and

1.10.4.4 Other remedies

treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

1.10.5 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 Definition of Terms

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

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

“EC” The Evaluation Committee appointed by the NHSLC.

“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.

“Mandatory” shall not limit the NHSLC, at its sole discretion, from accepting an alternative considered by the NHSLC to be equal or superior.

“Proposal” Any response to this RFP.

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

“supplier” Any entity (excluding the NHSLC and the “Vendor”) using the warehouse facility for the storage of liquor and/or wine.

“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.”

1.12 Supportive Materials

a. “Specifications for Warehouses” by the NHSLC, described in APPENDIX N. This document contains a description of general operations and computer file layouts and requirements as they currently exist.

b. The description of the NHSLC Warehousing System contained in APPENDIX C. This document is to be taken as an example of the existing relationship between the NHSLC and its bailment suppliers, principally in the operation of the NHSLC's bailment warehouse in Concord, NH: a similar, but not necessarily identical relationship is expected between the successful Vendor and product suppliers. Since the relationship, and costs, between the Vendor and product suppliers will affect the NHSLC's costs, and hence profit, the Vendor shall clearly identify any material differences in the manner they wish to conduct business with product Vendors.

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

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 unredacted Proposals. 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 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
- 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
- g. Sample Packet of Documents:
 1. Certificate of Insurance: This certificate is obtained from the Vendor's Insurance Company. 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 License Application: The liquor license application can be found at http://www.nh.gov/liquor/License_application_form.shtml A Vendor shall submit a completed application with its Proposal.

h. Section V: Cost Proposal

The Cost Proposal must include the worksheets in Appendix D.

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 NHSLC's standard terms and conditions are set forth in Appendix E of this RFP. In the event of any conflict between the NHSLC's terms and conditions and any portion of a Proposal, the NHSLC'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 NHSLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHSLC and in a form and substance as prescribed by the NHSLC. The failure of a selected Vendor to reach agreement with the NHSLC 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 NHSLC may consider late objections and additional requests, if it is in the best interest of the State of New Hampshire and the NHSLC. The NHSLC 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 to completely substitute its own terms and conditions for Appendix E. All terms and conditions must appear in one (1) integrated contract. The NHSLC will not accept references to the Vendor's, 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 NHSLC 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 NHSLC 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 NHSLC 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 NHSLC 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. 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 contractor 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 contractor will be solely responsible for all subcontractors. Any penalties assessed under this contract for non-performance – regardless of whether the warehouse contractor or subcontractor is at fault – will be assessed against the warehouse contractor.

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 within 10 business days from the date contained on the notification of award. The protest must be sent to the Issuing Officer with a copy to all other persons or entities that have submitted a Proposal. The protest shall be limited to challenging objective errors. Discretionary decisions shall not be subject to challenge.

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

With the limited exception of an action seeking injunctive relief with respect to intellectual property rights, the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the 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 at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	VENDOR	THE NHSLC	CUMULATIVE ALLOTTED TIME
Primary	Name Title	John Bunnell, Director Division of Marketing, Merchandising & Warehousing	5 Business Days
Second	Name Title	Joseph W. Mollica NHSLC Chairman	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

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

1.25. Contract Transition Period

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 warehouse services to the NHSLC, the Vendor agrees, if the NHSLC makes such 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 further, 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 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 warehouse (s) ("old") to the warehouse of the successful Vendor ("new"), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC, the terminated Vendor or the new Vendor as determined by the NHSLC. In an effort to avoid charging the NHSLC or suppliers duplicate storage fees, storage charges for transferred product shall not accrue until the first day of the month following the transfer.

The NHSLC, in conjunction with both old and new warehouses, shall establish a deadline for the transfer of all product to the new warehouse. 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 product from the “old” to the “new” warehouse. Notification will be given within a reasonable period, to be arranged with ' the Vendor and existing warehouses at award.

The NHSLC shall determine when product is to be transferred. At no time during transfer shall the same brand code be distributed from more than one warehouse.

As product is depleted or transferred from the “old” warehouse, product overs and shorts shall be reconciled to determine a net financial obligation between the NHSLC, the old warehouse and the new warehouse. The NHSLC shall observe and audit the transfer proceedings. Overages will be transferred to the new warehouse as normal inventory or to the product Vendor if the code is no longer a bailment item. Shortages shall be resolved between the warehouse and the product Vendor, or NHSLC if the product is owned by the NHSLC.

PART 2 GENERAL

2.1 Introduction

The NHSLC currently uses two warehouses for storage of its products. One warehouse is located in Concord, NH adjacent to the NHSLC's main office, and is owned by the NHSLC: this warehouse is mainly used to store spirits. The other warehouse, Law Warehouses Inc. (LAW), is a privately owned warehouse located in Nashua and is mainly used to store wines. Currently, transportation between the warehouses and retail stores is accomplished by LAW.

The NHSLC seeks Proposals for warehouse services that meet all of the NHSLC's needs. It's envisioned that one strategically located warehouse operation will provide optimal service to our internal and external customers, while reducing operating cost. Vendors are encouraged to propose any arrangement of warehouse services that will best meet the NHSLC needs as describe herein.

2.2 Factors Affecting the NHSLC's Operation

The NHSLC and the State of New Hampshire are likely to incur heavy financial losses and general disruption by poor selection of warehouse Vendor(s), therefore this RFP sets strict parameters regarding the operation of the warehouse. The NHSLC must ensure that the Vendor (s) selected is/are clearly able to provide the required services to avoid the severe disruption and substantial losses which would accompany termination and re-award of contract.

The purpose of this section is to draw attention to some of the factors which are of particular interest to the NHSLC following contract award; and to provide a perspective to assist the Vendor in responding to the RFP.

2.2.1 Transportation and Access

Transportation costs and road-vehicle access to the warehouse will be major factors in determining the acceptability of the Vendor's warehouse location.

2.2.2 Operation

A warehouse of inadequate capacity or configuration or one that is improperly equipped is likely to have excessive breakage, loss and diminished capacity to locate and ship product in a timely manner. Disruption will be particularly severe during times of peak demand such as

Christmas, July 4th and Thanksgiving. Inferior operation will cause substantial losses to the NHSLC.

2.2.3 Interface

Unless the Vendor's warehouse is able to interface with the NHSLC's automated systems and conform to established NHSLC business protocols, the NHSLC will incur substantially increased setup-and operational costs, which it cannot tolerate. The NHSLC encourages Vendors to provide innovative technological solutions, but should recognize that the cost of any enhancements that would be required by the NHSLC may have to be absorbed by the Vendor. The Vendor is not required to provide an automated system for internal warehouse operations such as single picks.

2.2.4 Relationship with NHSLC Suppliers

The manner in which the Vendor's warehouse interfaces with the NHSLC's suppliers, and the charges passed on to those suppliers, will contribute ultimately to each supplier's cost-of-goods, and therefore to the NHSLC's prices and profit potential. Therefore, the NHSLC will scrutinize factors affecting suppliers.

PART 3 TECHNICAL SPECIFICATIONS AND REQUIREMENTS

3.0.1 A Single Warehouse

A SINGLE warehouse complex is required and will be referred to as the “warehouse.” A “complex” is defined as any building or group of buildings located on a single site.

3.0.2 Location of Product

In the event that more than one warehousing vender is selected, the NHSLC shall retain the right to designate which products shall be stored at the warehouse. The criteria for selection shall be to minimize billings and costs to the NHSLC, and to optimize the NHSLC's entire operation.

3.0.3 Conducting Business with the NHSLC

An integral portion of this bid, and attached hereto, is “SPECIFICATIONS FOR WAREHOUSES” (SFW); published by the NHSLC. This document describes the general activities of the NHSLC, and established protocols used by the NHSLC to conduct business with private warehouses.

The vender shall provide data-transfer capability according to NHSLC specifications at all times (day, night, weekends, holidays).

Venders are hereby notified that the nature and magnitude of the NHSLC's business is constantly changing, and that in submitting a Proposal the vender acknowledges both the ability and desire to accommodate such change. In particular, but not exclusively, constant change in the computerized tracking and control of product, and with computerized communication between the NHSLC and the warehouse, is anticipated during the duration of the contract to improve efficiency and cost. This change will include but not be limited to a transition of computerized tracking and control from the Vendor to the NHSLC. The successful Vendor shall be expected to fully support all transitions, business and/or automation protocols defined and/or selected by the NHSLC as required to support its operations.

The Vendor shall detail all costs, if any, and restrictions, if any, to support the transition, modification or development of computerized systems during the contract period.

3.0.4 Warehouse General Requirements

All activities and facilities on the warehouse premises shall comply with relevant federal, state and local regulations.

Selected warehouse facilities shall at all times be kept at a temperature range suitable for the long-term storage of alcoholic beverage, without spoilage. Generally, the minimum temperature of any product shall be 45 degrees Fahrenheit and the maximum temperature of any product 85 degrees Fahrenheit. The NHSLC and/or the product supplier may require a different storage temperature range for any specific product. Product awaiting delivery shall not be stored in unhoused trailers for a period sufficient to allow an unsuitable storage temperature to develop.

Except when directed to the contrary by a bailment customer or the NHSLC, product shall be distributed on a “First in / First out” basis to prevent improper aging.

To ensure security and minimize freezing during the winter, the warehouse shall at all times have sufficient shipping, receiving, docking and storage capacities to promptly unload incoming road traffic typically within two (2) hours after physical arrival on the warehouse premises during normal business hours.

Most product will arrive on 48" x 40" 4-way hardwood pallets or slip-sheets. 1750 ml product usually arrives 6 bottles to a case, and each pallet is stacked 12-block by 5 high. 750 ml product usually arrives 12 bottles to a case, and each pallet is stacked 14-block by 5 high. There are many packaging variations and product sizes. The Vendor shall effectively handle product arriving in industry-standard packaging.

The NHSLC will provide a yearly timetable of holidays, but may require warehouse-services outside the usual warehouse hours. The Vendor is encouraged to propose alternatives, such as night picking, that will reduce the time necessary to fill an order once it has been received. The Vendor shall submit a schedule listing hours of operation. During peak periods, the Vendor shall agree to a reasonable expansion of hours, at the discretion of the NHSLC, to accommodate the receipt or shipping of product.

3.0.4.1 Audit

Any charges for auditing shall be clearly disclosed.

All reporting and auditing functions shall coincide with the NHSLC's Fiscal Periods, with Fiscal Year ending on June 30th at midnight.

The selected warehouse will be required to conduct a full annual physical inventory at a time of the NHSLC's choosing (currently, at the end of April), and to provide an accurate book inventory (data files and reports) coinciding with the State's Fiscal Year end. The Vendor should provide a schedule outlining any anticipated downtime or disruption in service that may result from performing the annual inventory. In addition, the warehouse shall reconcile differences with the NHSLC on a continuing basis and submit to random audits of product by the NHSLC's Auditors, or the NHSLC.

The warehouse is required to comply with the audit requirements of the NHSLC's Auditors and NHSLC officers to ensure tight control of product. These are industry standards, but do change slightly year by year.

There shall be a cycle inventory of a product whenever the product is depleted, or apparently "short", or as deemed necessary by the NHSLC.

3.0.5 Transportation Access

3.0.5.2 Road: Incoming and Outgoing Requirements

3.0.5.2.1 Access

The majority of product movement will be by tractor-trailer, but a wide variety of vehicles ranging from fixed-bed trucks to vans, and even private automobiles, need to be adequately accommodated to support the Licensee trade and small suppliers.

Proposals shall demonstrate the ability to accommodate a substantial traffic flow to and from the warehouse facility. The warehouse facility distance from primary roads and ease of access to and from the premises is of major concern to the NHSLC and will be taken into account.

Access to all loading/unloading bays or truck docks shall be on a paved surface such as tar or an equivalent approved material of adequate load capacity, and in good repair. At no time, including the processes of docking and turning shall it be necessary for incoming or outgoing vehicles to leave the paved area.

All access roads to the proposed warehouse are required to be paved and approved by NHSLC and local authorities to handle the volume and nature of anticipated traffic to and from the warehouse.

3.0.5.2.2 Dock and Approach

It is anticipated, based on current experience, that the volume of deliveries (to and from the docks) by trailer will necessitate warehousing facilities having at least sixteen (16) docks, half of which should be roofed loading/unloading docks, with locking external doors so that an open trailer can be safely left at the dock during non-business hours. It is suggested that each of these docks must be raised with an adjustable height feature to safely accommodate different sized trailers of up to thirteen foot six inches (13'6") in height, fifty-three (53) feet long', and one-hundred-two inches (102") wide. Each dock should have a "level" floor and "level" approach, where "level" is defined as a gradient no greater than would be necessary for proper drainage. Each dock should have an approach area sufficiently large to allow a vehicle of size equal to the maximum capacity of the dock to maneuver safely and easily even though adjacent docks are in use.

To support the Licensee trade, at least two (2) additional loading/unloading docks suitable for light-truck / light-van / automobile traffic are desired. These docks should be at ground level and each should allow a vehicle of up to twelve feet (12') in height, thirty feet (30') long and ninety-six inches '(96") wide to fully back into the warehouse safely.

To accommodate trucking need and periods of heavy activity, additional paved surface suitable for the storage of at least twelve (12) trailers awaiting loading or dispatch, without interference to warehouse or trucking operations, is considered necessary.

3.0.6 Floor Capacity and Storage Strategy

Product may arrive at the warehouse in gift-wrap, or in nonstandard pack, without any external indication on the case or pallet; therefore product must be identifiable without reference to the external case markings. Product should be traceable by bin location, product code, status code, and date of arrival and by vintage on selected products.

Warehouse must maintain and possess a responsive and dynamic computer controlled location system capable of meeting DoIT requirements defined in Appendix K.

Vendors should specify contingency plans for handling a 25% increase in inventory over current levels.

The warehouse shall provide adequate storage space, operational capacity and tracking

ability to conduct any and all business and/or transactions which occur as a public warehouse to the NHSLC. The Vendor shall, with a minimum of sixty (60) days' notice, make available to the NHSLC or suppliers a customs bonded warehousing area.

The warehouse shall provide adequate space and facility, at full capacity, to isolate products in special statuses, such as, but not limited to:

- a. Breakage and damage.
- b. Unsalable status (permanent and/or temporary).
- c. Carrier returns.

Currently, the two warehouses have a capacity of seven hundred and fifty thousand (750,000) standard cases in static storage, with eight thousand (8,000) distinct bin locations, while maintaining full incoming and outgoing traffic. Product is identifiable by the warehouse's locator mechanism. Vendors should specify how they intend to ship, receive and store this volume of product.

The warehouse capacity shall be determined on the basis of providing FIFO (First In/ First Out) distribution. The warehouse shall have the capability and capacity to distribute product according to a strategy other than FIFO as required by the NHSLC and/or the supplier; typically, alternate strategies are:

- a. to hold existing product which has some attribute not apparent on the case packaging, and ship from more recently arrived stock first, and/or,
- b. to ship one delivery of a Vendor's product to liquor stores, and another delivery of apparently identical product to licensees (one delivery may have special packaging, the other delivery standard packaging, but there may be no external markings on the cases to indicate a difference), and/or,
- c. to ship a certain vintage of a particular product when each vintage has the same product code and exterior case markings.

Notice is hereby given that the NHSLC's suppliers frequently adopt new merchandising strategies, particularly at periods of peak demand.

Product outflow (equal to inflow) for recent years are given in APPENDICES H and J. These figures are for guidance only, and are not a guarantee of the actual product movement or volumes to be anticipated during the term of the contract.

3.0.7 Floor Movement Capacity

Any inadequacy or interruption to the warehouse's capability to handle incoming and outgoing product on the warehouse floor will cause disruption and financial loss to the NHSLC. A list of major loading/unloading equipment currently in use is provided in this section to fix the scale of current distribution operations by "traditional" means, but the Vendor is encouraged to suggest alternatives and innovations. The Vendor shall include a list of major equipment, which shall be evaluated for adequacy and suitability. If an alternative is presented, it must be clearly presented as such, together with well-researched efficiency or cost saving claims. "Innovative" ideas will be considered, but may not necessarily be deemed superior.

Product distribution shall not be constrained by lack of capacity.

In evaluating current liquor and wine warehousing operations, the following equipment is being used:

- a. Quantity eight: (8) 4000lb minimum capacity motorized fork-lift vehicles able to handle palletized loads.
- b. Quantity six (6) 3000lb minimum capacity motorized forklift vehicles able to handle palletized loads.
- c. Ability to handle slip-sheets and barrels.
- d. Equipment suitable and sufficient for picking.

3.0.8 Product Distribution

Proposals shall clearly and completely list any and all charges related to the storage and distribution of product.

Licensees make separate arrangements (subject to NHSLC control) to pick up their product from the warehouse.

The selected Vendor will be required to label cases. The label size, format, color, quality, and position applied to the case shall be approved by the NHSLC. A sample label is provided as APPENDIX O.

Proposals should demonstrate a capacity to ensure that outgoing product is rigidly controlled. Only NHSLC product should be on the vehicle unless prior written authorization has been received from the NHSLC. The selected Vendor shall issue the carrier such bills of lading as are required by law.

The NHSLC shall control the scheduling of outgoing product, as is current practice. The possibility of trucks from several warehouses arriving simultaneously at an NHSLC liquor store is to be avoided. The NHSLC needs to have personnel available to off-load product at the time of arrival and will incur costs unless product arrives at the specified time.

The selected warehouse should have the capability to safely operate outside normal business hours. Vendors are encouraged to submit innovative methods of picking to reduce the time between order receipt and order filling. Proposals should include any rates or surcharges to both suppliers and the NHSLC for conducting operations outside of normal operating hours, such as, premium shift and/or holiday and weekend rates.

Proposals shall specify all minimum charges, and minimum shift durations.

The NHSLC will allow the warehouse to schedule pickup by licensees directly from the warehouse provided distribution to NHSLC stores is not adversely affected, but all schedules shall require the review and approval of the NHSLC which may be rescinded.

The NHSLC will require the Vendor to have the product loaded on a truck and ready for delivery to NHSLC stores within 8 hours of receipt of the picking information.

3.0.9 Additional Services

Proposals shall list (with costs/charges) all additional services available.

3.0.10 Computer Linkage with the NHSLC

The selected Vendor is required to interface with the NHSLC's computerized systems. Details are provided in Appendix K.

The successful Vendor will be expected to meet extensively with NHSLC computer and business systems personnel and conduct such tests as may be necessary, to ensure that the Vendor's computer system is able to conduct business according to NHSLC requirements. Vendors are on notice that inability to meet computer requirements is grounds for contract termination. Vendors are also on notice that the NHSLC plans a transition during the term of the contract to take control of the warehouse computer and business systems.

3.0.11 Transition from the Existing Warehouse

TRANSITION CRITERIA: before transition can begin, the Vendor must meet all the specifications of this 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 reasonable costs associated with the transfer of product and control from the existing warehouse (s) ("old") to the warehouse of the successful Vendor ("new"), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC at its discretion. In an effort to avoid charging the NHSLC or suppliers duplicate storage fees, storage charges for transferred product shall not accrue until the first day of the month following the transfer.

The NHSLC, in conjunction with both "old" and "new" warehouses, shall establish a deadline for the transfer of all product to the "new" warehouse. 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 product from the "old" to the "new" warehouse. Notification will be given within a reasonable period, to be arranged with the Vendor and existing warehouses at award.

The NHSLC shall determine when product is to be transferred. At no time during transfer shall the same brand code be distributed from more than one warehouse.

As product is depleted or transferred from the "old" warehouse, product overs and shorts shall be reconciled to determine a net financial obligation between the NHSLC, the "old" warehouse and the "new" warehouse. The NHSLC shall observe and audit the transfer proceedings. Overages will be transferred to the "new" warehouse as normal inventory or to the product Vendor if the code is no longer a bailment item. Shortages shall be resolved between the warehouse and the product Vendor, or NHSLC if the product is owned by the NHSLC.

3.0.12 Warehouse Charges and Rates

The warehouse rates to suppliers will affect the profitability of the NHSLC because costs to

the supplier for warehouse service ultimately affect the cost of product to the NHSLC. Direct charges to the NHSLC may also be incurred. The relationship of the supplier to the warehouse will affect the business relationship between the supplier and the NHSLC.

Proposals shall list exhaustively any and all charges which could be incurred by the NHSLC and/or suppliers in the operation of the warehouse. The Vendor shall make it absolutely clear which charges will apply exclusively to suppliers and which charges will apply exclusively to the NHSLC.

In listing charges, the Proposals shall include all charges which may reasonably accrue to suppliers and/or the NHSLC as a consequence of conducting a large operation, such as, but not limited to:

- a. the evaluation and consolidation of breakage and the reconciliation of mis-shipments and losses on a continuing basis,
- b. conducting an audited annual physical inventory and the reconciliation of discrepancies,
- c. destruction of unsalable product (under the supervision of an NHSLC officer),
- d. placing product in a special status and/or special handling,
- e. administration,
- f. labeling,
- g. order processing (telecommunication charges).

In the event the Proposal provides an hourly rate to describe any charge, a clear and accurate estimate of the person-hours needed to typically execute the function is required. In providing such an estimate, the nature and magnitude of the function shall be defined.

The template in APPENDIX D should be used to provide core financial information. In situations where the charges or charging scheme to be applied to the NHSLC or its suppliers is different, the Vendor is required to complete APPENDIX D for each variation.

The Vendor should attach securely to APPENDIX D, any other charges which could apply to the NHSLC or its suppliers, or its licensees.

3.0.13 Security

Security of the bailment inventory is of primary concern.

It is expected that the selected warehouse will have adequate equipment and mechanisms to ensure that all doors and windows and other potential means of access to the warehouse contents, records of transactions between the warehouse and the NHSLC and/or suppliers, and administrative control areas are secure and connected to an adequate alarm system. Motion detectors and/or photo-electric beams and/or other acceptable mechanisms are expected to protect

against intruders entering by other means.

Secure access and egress to/from, the warehouse should be maintained and monitored by a competent authority at all times.

If the selected Vendor's warehouse is used for other purposes in addition to the storage of spirits/wine, a security wall or fence must segregate the spirits/wine portion of the operation from other operations. Traffic and/or personnel shall not pass freely between spirits/wine and non-spirits/wine areas.

3.0.14 Fire

The warehouse shall be in full compliance with all State and local fire codes.

The product storage area shall be protected by an automatic sprinkler system which, when triggered, will immediately notify the Fire/Police department and the central security authority.

Proposals shall detail and shall include current certification for the fire protection systems.

The Vendor shall possess or shall obtain all applicable State and Local permits for the storage of:

- a. up to eight hundred thousand (800,000) cases representing about six-hundred thousand (600, 000) US gallons of flammable liquid on the premises,
- b. with mean concentration of the product taken as 80 proof (40% ethyl alcohol), but with
- c. the potential for storage of ethyl-alcohol/water mixtures of up to 200 proof (100% ethyl alcohol), in
- d. containers which are usually made of glass or plastic, mainly in 750ml and 1750ml sizes, but
- e. with the possibility of plastic containers up to 55 US gallons in capacity, and
- f. with most product stored in corrugated cardboard boxes containing six (6) or twelve (12) bottles.

The Vendor shall securely attach copies of permits to the Proposal.

3.0.15 Insurance, Bond and Registration

The operating warehouse shall be fully bonded and registered with and licensed by the State of New Hampshire as a public warehouse. A copy of such registration shall be provided to the NHSLC on demand.

The operating warehouse shall have and maintain an all risks insurance policy (with the NHSLC named as a loss payee) to provide 100% coverage of product owned by the NHSLC. A certificate of insurance shall be provided to the NHSLC. The carrier shall be required to provide

30 days notice to the NHSLC prior to any cancellation, suspension or surrender of Contractor's insurance policies.

The NHSLC generates revenue for the state of New Hampshire. The Vendor shall have and maintain a business interruption insurance policy with the NHSLC named as a loss payee to cover the event that the Vendor is unable to receive and/or ship product as required such that the business of the NHSLC and/or its suppliers and/or its licensees are disrupted and/or an excessive amount of product is damaged and/or delayed. The carrier shall be required to provide 30 days notice to the NHSLC prior to any cancellation, suspension or surrender of Vendor's insurance policies

3.0.16 Business Continuity

The Warehouse 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 for all product.

3.1 APPENDIX A

This Appendix consists of background information.

3.2 APPENDIX B

This Appendix consists of minimum standards for Proposal consideration.

3.3 APPENDIX C

This appendix consists of technical specifications, requirements and deliverables.

3.4 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.**

3.5 APPENDIX E

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

3.6 APPENDIX F

This Appendix consists of terms and definitions.

3.7 APPENDIX G

This Appendix consists of retail store locations.

3.8 APPENDIX H

This appendix lists the average number of product cases distributed from the existing bailment warehouses to both NHSLC stores and licensees, on a fiscal month basis, for fiscal year 2010.

3.9 APPENDIX I

This appendix consists of the current delivery schedule to NHSLC retail stores.

3.10 APPENDIX J

This appendix consists of the average monthly case count in warehouses.

3.10 APPENDIX K

This appendix consists of information technology specifications and procedures for warehouses.

3.11 APPENDIX L

This appendix consists of current warehouse pricing information.

3.12 APPENDIX M

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

3.13 APPENDIX N

This appendix contains “Specifications for Warehouses.” This document forms the basis for business protocols which will be created and tested during the implementation phase, following bid award.

3.14 APPENDIX O

This appendix contains a sample label.

3.15 APPENDIX P

This appendix contains File Layouts

3.16 APPENDIX Q

This appendix contains a Sample Reports

PART 4 EVALUATION PROCESS

4.2 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 is successful in negotiating a contract with the NHSLC.

4.2 EC Review

The NHSLC shall select and convene an Evaluation Committee (EC) to make an initial determination 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 warehouse 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.

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 section 1.7.2), the entire Proposal may be disqualified from further consideration.

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 warehouse 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 excluded from further consideration.

The Vendors remaining shall be evaluated, at the detail level, to decide which one will best meet the needs of the NHSLC. This evaluation shall be based on the Proposal, and the inspection (or inspections), if any, of the Vendor's warehouse and operation.

4.3 The evaluation shall be conducted in two phases:

Phase I Initial Analysis, Review and Ranking

Phase II Vendor Presentation and Final Analysis, Review and Ranking

4.4 Phase I - Initial Analysis Review And Ranking

CRITERIA FOR SELECTION

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/Transition	25
Vendor Financial Stability and Capacity	Qualified/Disqualified
Vendor Technical, Service, and Project Management Proposal/IT Competence	25
Vendor Overall Solution	30
Revenue Enhancement	20

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) is acceptable to the NHSLC. The Vendor's alternative Proposal/s (if any) is acceptable to the NHSLC.

Vendor Experience & Qualifications/Transition

The Vendor's experience and qualifications will be allocated a maximum score of 25 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 warehousing and transportation knowledge and experience consistent with the nature and magnitude of the NHSLC's warehousing operation. The Vendor is able to demonstrate operational ability. To evaluate qualifications of key staff, the NHSLC will consider the entire Proposal and the following three (3) factors:

- a. Proposed team organization and designation and identification of key staff;
- b. Qualification of candidates for Project Manager; and
- c. Qualifications of candidates for key Vendor staff roles.

The Vendor has included a complete, documented summary of specific organizational operating experience with emphasis on storing, handling, shipping, receiving and securing spirits and wine or other high value or high velocity commodities. 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 a warehouse, 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 warehouse operation with 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 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 or whether additional information 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

Vendors proposed Technical, Service and Project Management services shall be allocated a maximum of 25 points. The Vendor is able and committed to perform the IT requirements as set out in Appendix K according to specifications. The ability to understand, implement and support all MIS/computer/business protocols in a timely and skilled manner, and without excessive error; which includes the recognition that some errors, however slight or infrequent, carry the potential for severe disruption. To apply appropriate resources in establishing an acceptable level of business intercourse 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 has the ability to properly accept, inventory, warehouse, manage, and track incoming and outgoing

shipments of product. The Vendor demonstrates the ability to achieve full cooperation and coordination with the NHSLC's transportation contractor(s), other warehouse contractor(s), and the NHSLC-owned warehouse in Concord

Vendor Overall Solution

Vendor overall solution shall be allocated a maximum score of 30 points and shall be determined as follows. The EC will evaluate the ability of the Vendor to properly accept, inventory, warehouse, manage, and track incoming and outgoing shipments of product in the timeliest, efficient and cost effective manner. The Vendor must be open to accept inbound deliveries from 6 AM to 8 PM Monday through Friday. The Vendor must provide full cooperation, efficiency and coordination with the NHSLC's transportation contractor(s), other warehouse contractor(s), and the NHSLC-owned warehouse in Concord. The Vendor must demonstrate suitable financial strength, stability and capacity to undertake a sophisticated and capital intensive warehouse operation with a very high degree of performance and in a timely manner.

In addition to serving the NHSLC's current retail stores, the Vendor overall solution shall be responsive to the needs of on and off premises licensees. The Vendor solution will anticipate growth in the number of retail stores, licensees and product as well as increasing complexity in the process.

The Vendor must be able to electronically report (via file transfer) real-time inventories for all SKUs in the NHSLC's product inventory to the NHSLC 24 hours a day, 7 days a week, 365 days a year via computer file transfer. 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 consider the following as well as any other portion of the Proposal which describes the Vendor's overall plan for fulfilling the requirements set forth in the RFP .

General Warehouse Requirements

- size and case capacity
- Temperature and climate control.
- Security and Fire protection.
- Single bottle picking capability, efficiency and technology
- Storage capacity.
- Lighting.
- Facility is in suitable operational condition.
- Facility has suitable materials-handling equipment.
- Facility is able to fulfill the NHSLC's warehousing needs.

Access and Docking

- Load/unload capacity for road vehicles.
- Load/unload docking facilities.
- Trailer storage area.
- Protected trailer storage.
- Dock approaches.

The solution should include a list of all equipment proposed or likely to be used in the operation (e.g. number of trucks, size of trucks, number of personnel, etc.)

Revenue Enhancement

The Vendor's Proposal will be allocated a maximum score of 20 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 highest revenue. One measure of revenue is an evaluation of the cost proposed by a Vendor. The Cost Proposal must include the Activities/Deliverables/Milestones Pricing Worksheet prepared using the format provided in Appendix D – Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

In order to properly evaluate each Proposal's cost, all factors shall be addressed and completed as requested without deviations in the primary Proposal. The EC will rank basic handling, bailment (storage) and accessorial warehouse charges to the NHSLC, in total or by component, depending on the scenario the NHSLC chooses to pursue. The EC will evaluate additional charges or cost savings.

Vendors wishing to submit deviations from rate information requested in Appendix D shall submit them as sealed, alternate Proposals

Another measure of revenue is a Proposal which contains revenue sharing. The Vendor shall describe any additional value-added services it will provide to the NHSLC both at the inception of the contract and in the future. An example of value added services is the sharing of bailment charges.

Vendor References

The Vendor will provide three detailed references from individuals who have personal knowledge of the Vendor's history and experience. Include references from customers for whom you have performed services similar in nature to those requested in this RFP, listing names, addresses, telephone numbers and contact persons.

4.5 Phase II Oral Interviews And Documentation Supplementation

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 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 evaluation committee 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 Commissioners may request Vendor presentations. The Commissioners may request the EC to re-evaluate Proposals.

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.

4.6.1 Contract Negotiation

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.

4.7 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 which have 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:

1. Schedule written and/or oral presentations or scripted demonstrations; and/or
2. Request revised Proposals.

b. The NHSLC will evaluate BAFOs against Criteria for Selection found in Part 4 of the RFP. 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 Execution

The successful Vendor shall be notified in writing, and shall execute a contract with the NHSLC.

APPENDIX A
BACKGROUND INFORMATION

A-1 Project Overview

The intent of this RFP is to identify Vendors capable of warehousing spirits and wine and related products brought into the NHSLC storage facility by various worldwide suppliers. The warehouse storage services Vendor must be capable of coordinating incoming deliveries, outgoing shipments, maintaining proper product storage, maintaining real-time inventories of all SKUs identified by the NHSLC 24 hours a day, 7 days a week, 365 days a year, and reporting real-time data to the NHSLC via computer network(s). The Vendor must also be able to coordinate outgoing deliveries to our seventy-six (76) state liquor and wine outlets with one or more transportation services contractors employed by the NHSLC. This must be done in such a way as to fulfill NHSLC and individual store inventory requirements and operational necessities while at the same time continuing to maintain real-time inventories of all SKUs identified by the NHSLC and conducting real-time inventory reporting to the NHSLC via computer files. This will also require full cooperation and coordination with the NHSLC's transportation contractor(s), other warehouse contractor(s) (if any), and the NHSLC-owned warehouse in Concord.

A-2 NHSLC

A-2.1 Mission - For the benefit of the citizens of New Hampshire, (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 –

- Maximize State Revenue
- 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 state government controls the wholesale and retail sale of spirits and wine. The NHSLC regulates all spirits and wine sold in the state, collects revenues, issues licenses, and enforces laws governing the sale and service of alcohol.

A2.3 General Information

- Approximately 3,206,296 cases of spirits and wine were shipped from our two warehouses in Concord and Nashua during Fiscal Year 2010
- 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 Fiscal Year 2010:
 - State Store – 198
 - On-Premise – 15
 - Off-Premise - 63
- Total number of state retail stores – 76
- Stores currently with loading docks – 20
- Stores currently receiving pallet loads – 29
- 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 24 hours in advance of delivery time the next day; 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, 2010, 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 License

The liquor license application can be found at

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

A Vendor shall submit a current license or a completed application with its Proposal.

APPENDIX B
MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal organized in such a way that it enables the NHSLC 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 Section 1.2 , 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 Costing Information

Vendor will provide costing data in Appendix D – Pricing Worksheets.

APPENDIX C
TECHNICAL SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES

I. Background:

The NHSLC currently operates 76 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 65 are located in leased retail space. The various store locations are listed in Appendix G.

The successful Vendor will be required to provide warehouse services for the NHSLC. The successful Vendor will be expected to work closely and seamlessly with the NHSLC's transportation contractor to insure that daily delivery of product is achieved with minimal interruption. The frequency of outgoing deliveries to our retail stores 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 handling cost for spirits and wine products. The NHSLC will pay for the return of pick errors or overages to any of 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, 2010, the NHSLC 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. While the NHSLC doesn't guarantee future volume, a monthly average of approximately 660,716 cases of product were stored in Law Warehouse's facility during the past twelve months (March 2010 – February 2011) and a monthly average of approximately 158,791 cases were stored in the NHSLC's Concord warehouse. In Fiscal Year Ended June 30, 2010, a total of 920 trailer loads were used in the movement from Concord, and 1458 loads from Law Warehouse in Nashua. This information is 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. Appendix H provides historical shipping information. Appendix I is the NHSLC's preferred delivery schedule 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 provides storage for mainly spirits products and/or wines that are not sold to the off-premise trade. The current warehouse contractor is located in Nashua, New Hampshire and is operated by Law Warehouses, Inc. That facility is approximately 350,000 square feet and is primarily devoted to the storage of wine product. See Appendices J and H for case counts and other relevant data. Product suppliers must currently pay bailment (storage fee) on all product stored in warehouses. Bailment is paid from the day the product enters the warehouse until the day it physically leaves the warehouse property and is shipped to our stores. The warehouse contractor, under the existing contract, collects bailment on product stored in its Nashua warehouse

II. General Requirements:

Describe, in narrative form, your technical plan for accomplishing the work including providing the NHSLC with real-time inventory information 24/7/365 according to the requirements in Appendix K. Proposals should demonstrate 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, Sundays, natural or man-made disasters or other irregular conditions. Finally, Proposals should also include a detailed security plan outlining warehouse security procedures.

Use the following task descriptions as your point of departure. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is possible, comment on why you chose your approach. Required data concerning the facility shall be included. Layout diagrams and photos of the proposed facility(ies) shall be included with the Proposal.

Include a warehouse layout showing your plan for merchandise selection and storage, with the description of any racking which will be used for selection and storage. Also include size, method and capabilities of the designated temperature-controlled area(s) of the warehouse. Provide a list of type and quantity of material handling equipment to be used in this contract.

Corporations: Corporations shall submit a corporate resolution evidencing authority to submit the Proposal and to negotiate and to bind the corporation to a contract.

Partnerships: A partner shall submit the partnership's Proposal(s). If the partnership is a limited partnership, a general partner must submit the Proposal. The title "Partner" should appear below the name and signature of the partner. If the Proposal is not signed by a general partner, then a copy of the power of attorney from one (1) of the general partners authorizing the person to submit the Proposal and to negotiate and to bind the partnership to a contract must be submitted.

Sole Proprietorships: The individual owner shall submit the Proposal. If the company's name is different from the owner's name, the signature page should indicate that the individual who signed is, in fact, the owner. If someone submits the Proposal other than the owner, a copy of the power of attorney from the owner authorizing the individual to submit the Proposal and to negotiate and bind the owner must be submitted with the Proposal.

Limited Liability Companies (LLC): A member of the LLC shall submit the Proposal. For a manager-managed LLC, the manager shall sign the Proposal. The title "Member" or "Manager" should appear below the authorized signer's name and signature.

Joint Ventures: The Proposal shall be submitted by a person authorized by the joint venture to submit, negotiate, and bind the joint venture to the contract. Additional evidence of the formation of the joint venture must be submitted containing authorizing documents as required by the NHSLC for the participating parties in the joint ventures.

A description of the background of the Vendor shall be provided indicating the date founded, principal ownership, scope of operations, and general data regarding experience. Also note any special expertise that would enhance the Vendor's qualifications.

A. A statement shall be submitted indicating any contracts the Vendor 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.

B. A statement shall be submitted indicating that the Vendor agrees not to divulge or release any information provided to it by the NHSLC prior to official release date.

C. Include references from three (3) customers for whom you have performed services similar in nature to those requested in this RFP, listing names, addresses, telephone numbers and contact persons.

D. The Vendor shall certify that it is not currently under suspension or debarment by the state of New Hampshire, any other state, or the federal government. Vendor also acknowledges that if it is currently under suspension or debarment, its Proposal, in most instances, shall not be accepted or considered.

E. Include a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

III. PERSONNEL DATA

Include the names and positions of executive, information systems and professional personnel as well as other managerial persons who will be engaged in the work. Identify where these personnel will be physically located during the time they are engaged in the work and his /her length of service with your company. Submit personal resumes for each which detail relevant education and experience. Include education and experience in the storing, handling, receiving, and securing of high-value, high-velocity commodities similar to those identified in the RFP. Prior general warehouse experience operating a large, single or multi-purpose facility is desired. The sizes and configurations of any facility(ies) operated shall be included. Indicate the responsibilities each individual will have for this project. Include the number and positions of non-management employees engaged in the work. Indicate whether non-management employees will be affiliated with any labor organization(s), identify the organization(s), indicate the status of your relationship and provide copies of any pertinent agreements.

IV. PRIOR EXPERIENCE

Include a complete, documented summary of specific organizational operating experience with emphasis on storing, handling, shipping, receiving and securing spirits and wine or other high value or high velocity commodities.

V. QUALIFICATIONS

The following qualifications shall be met and included with your Proposal. All statements submitted shall contain authorized signatures.

A. The Proposal shall be accompanied by a certified check, cashier's check or bond in the amount of fifty thousand dollars (\$50,000) payable to the NH State Liquor Commission as a Proposal guaranty. The Proposal guaranty shall be forfeited as liquidated damages and not a penalty, if the Vendor fails to comply with any of the terms of the Proposal. Failure to include the fifty thousand dollar (\$50,000) cashier's check, bond or certified check with your Proposal shall disqualify your Proposal immediately. Proposal bond should not be included in the cost portion of the Proposal, but should be attached to the Proposal itself.

B. A statement prepared on the Vendor's official letterhead agreeing to comply with all Federal and State laws regarding Fair Employment Practice, the Patriot Act and Nondiscrimination shall be submitted.

The Vendor shall also furnish a statement that it shall fully comply with all applicable laws and regulations including but not limited to those set forth in Appendix M.

VI. SUBCONTRACTORS

Include a statement indicating that the Vendor will accept complete responsibility for all services including those services which will be subcontracted by the Vendor.

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.

Include a complete list of all subcontractors who will perform tasks under this contract. Provide a summary of each subcontractor's relevant operating experience and a list of executive, professional, and managerial personnel who will be involved in performing required tasks for this contract. Include a completed W-9 for each subcontractor. The use of any and all subcontractors must be approved in advance by the NHSLC. The NHSLC reserves the right to reject any subcontractor it does not deem appropriate.

VII. Explain in detail how you expect to accomplish the following:

1. The contractor will cooperate and coordinate fully with the transportation Vendor(s) employed by the NHSLC to move product from the warehouse(s) to our retail stores. This is vital to insure a smooth, coordinated, and timely operation.

2. The contractor will be required to furnish all personnel and equipment necessary to properly receive, process, inventory, store, and load spirits and wine and related products for the NHSLC. It then must accurately report required data to the NHSLC via network files transmitted on a daily basis.

3. Warehouse personnel will load outgoing shipments into vehicles with appropriate equipment. The warehouse shall be responsible for providing the transportation contractor with the quantity and type of spirits and wine and related products, supplies, and displays listed on the bills of lading provided by the NHSLC. The transportation contractor shall sign and date the bills of lading at the time of pickup from the warehouse and leave the original with the warehouse.

4. The transportation contractor shall coordinate with the warehouse supervisor or designee to pick up loads at scheduled times, Monday through Friday. Load pickups from the warehouse(s) may be required for certain stores on Saturday and Sunday.

5. Changes to delivery schedules due to unforeseen circumstances or holidays may be mutually agreed between the warehouse contractor, transportation contractor, 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.

6. Warehouse Contractor is required to be available for Saturday, Sunday, and holiday pickups if required. If prices are different for Saturday, Sunday or holiday pickups, Proposals must so indicate.

7. Liability: The contractor 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 warehouse contractor.

8. The successful Vendor, before entering into the contract, must file a certified copy of the insurance policy and endorsements with the State of NH Liquor Commission. This shall be a "Warehousing Policy" and shall insure goods and merchandise, including packages consisting of wines, spirits, liquors, related products and alcoholic beverages. This policy shall insure the State of New Hampshire and NHSLC against loss to the amount of \$1 million in any one incident, and \$2 million in the aggregate and such policies and endorsements must have the approval of the NHSLC. The insurer shall agree in the policy to give at least 60 days notice in writing to the NHSLC of cancellation, suspension or surrender of the Vendor's insurance policy.

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

a. The warehouse contractor(s) is/are responsible for shortages found at stores on sealed trailers from the respective shipping points.

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

10. The contractor must furnish a performance bond or an irrevocable letter of credit, approved by the NHSLC, in an amount to be determined by the NHSLC, countersigned by a New Hampshire resident licensed agent. The contractor, in proper performance of this contract, subject to Acts of God or other circumstances beyond the control of the Vendor, shall:

a. Receive product in a timely manner based on warehouse delivery schedules.

b. Store all product in a timely and appropriate manner.

c. Load all outgoing trucks in a timely manner to properly accommodate established store delivery schedules

d. Penalty for missed delivery or delivery not made according to the delivery schedule – if the transportation contractor misses more than three (3) scheduled deliveries within the span of a three-month period due to picking, loading, or other problems caused by the warehouse contractor, then the warehouse contractor may be penalized up to \$10,000.00

11. All employees engaged in the handling of spirits and wine must be citizens of the United States and over 21 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.

12. 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 spirits and wine warehoused, the NHSLC reserves the right to cancel all agreements. 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.

13. If the NHSLC issues separate contracts for warehouse and transportation services, 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.

VIII. Specific Requirements:

A. Order Picking/Loading Procedures, including:

1. Detailed work plan outlining order picking and order staging.
2. Order loading procedures.
3. Hours of operations (type of shifts).
4. Merging of single-pick bottle orders and add-on orders.
5. Temperature control procedures.

B. Describe your method for:

1. Timely/efficient damage processing
2. Ensuring the proper rotation of stock (first in, first out).
3. Merchandise validations including action to correct problems discovered.
4. Use of re-labeling process. (See Appendix O)

C. Describe the standards used to measure performance for:

1. Accommodating anticipated and unanticipated deliveries.
2. Receipting and put away accuracy.
3. Picking and loading accuracy.
4. Meeting loading schedule

D. Describe your management and staffing plans to accomplish all the above tasks and include:

1. Specific management/staff assignments.
2. Previous individual experience.
3. Training plans to ensure readiness at start-up.
4. Approximate number of additional seasonal order selectors, truck drivers, warehousemen, etc., to meet seasonal build-up levels.

IX. RATE AND PRICE ANALYSIS

Proposed rate and pricing information will be provided in accordance with Appendix D. This portion of the Proposal shall be bound and sealed separately from the remainder of the Proposal and clearly marked "Rate and Price – RFP 2011-02"

1. Describe any additional value-added services you will provide to the NHSLC.
2. Describe any expected or required computer processing and/or electronic communications support you would request from the NHSLC to support these functions.

X. Describe how you will plan for and provide a smooth transition from the current NHSLC warehouse Vendor to your proposed operation, such that NHSLC operations are minimally impacted.

XI. Unless, at its discretion, the NHSLC provides an exception in writing, all loads shall be exclusively comprised of NHSLC merchandise, supplies or equipment, shipped under seal, for delivery at the direction of the NHSLC only.

XII. The following bid must be submitted:

A contract for a period until January 10, 2015 for the warehousing of spirits and wine and related products.

Failure to submit bids in the proper dollar and cents format may disqualify the bid.

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 as required in this RFP.

XIII. The Warehouse Contractor shall provide and maintain a business continuity plan for the interruption of services including natural or man made disasters or catastrophic events specifically including the loss of the warehouse or the need to move the entire contents.

XIV. The warehouse contractor is responsible for breakage and shortages found at stores on sealed trailers from the respective shipping points.

XV. The warehouse contractor is responsible 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).

XVI. All overages from any warehouse designated by the NHSLC must be returned to the originating warehouse by the transportation contractor.

XVII. Financial Statements: All Vendors will furnish financial statements for the past three years with their bids.

XVIII. All Vendors must be currently engaged in the warehousing of goods with sufficient experience in the handling of like merchandise.

XIV. It is understood that all Vendors agree that in case of failure to render proper and efficient service, the State of New Hampshire and the NHSLC reserve the right to cancel all agreements.

XV. Inclement/Severe Weather – unless the State of NH closes its liquor stores due to severe weather, all scheduled deliveries will be loaded by the warehouse contractor

XVI. Contract Transition Period – in the event this contract expires or is terminated before another warehouse contractor is selected and prepared to provide warehouse services to the NHSLC, at the discretion of the NHSLC, the current carrier agrees to continue the services prescribed under the current contract for up to 6 months at the prices in effect at the end of the contract so that there is no interruption or adverse effect. Provided further that 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 parties agree that the Contractor shall also provide all reasonable transition assistance requested by the State; and, shall facilitate the orderly transfer of such services to the State or its designee(s).

XVII. The NHSLC will receive free storage for product owned by the NHSLC up to 35,000 cases but will pay for inbound and outbound handling.

XVIII. The warehouse contractor must be open to accept inbound deliveries from 6 AM to 8 PM Monday through Friday. The warehouse contractor must respond to requests for an inbound delivery appointment no later than five calendar days from the date the request is received.

APPENDIX D
PRICING WORKSHEETS

D-1. Purpose – To establish the methodology that will be used to evaluate Vendor’s rate Proposals for warehousing services.

D-2. Methodology – The financial evaluation of costs will be based on the quoted rates and current contractual rates from which the following will be calculated.

D-3. Vendor’s Response – Using the format below, each Vendor must provide complete cost information in its primary Proposal. In order to properly evaluate each Proposal’s cost, all factors shall be addressed and completed as requested without deviations in the primary Proposal.

Vendors wishing to submit deviations from cost information requested in this appendix must submit them as alternate Proposals.

Vendors are encouraged to “think outside the box” and to submit a secondary Proposal that does not follow the format in this appendix if such a Proposal results in enhanced revenue for the NHSLC.

***** IMPORTANT – THIS COMPLETED APPENDIX INCLUDING ALTERNATES MUST
BE BOUND AND SEALED SEPARATELY FROM THE REST OF THE PROPOSAL **
and clearly marked
“Rate and Price – RFP 2011- 02”**

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

D-4. Describe any additional value-added services you will provide to the NHSLC.

APPENDIX D

Warehouse Service Charges
Months 1 through 32 of the Contract Period
May 1, 2012 through January 10, 2015

INBOUND HANDLING: Charged to: Suppliers/NHSLC

Covers the ordinary labor and duties incident to the unitized (slipsheet, pallet, or clamp) unloading of cases; verifying case quantities against a proper packing slip and carrier bill of lading; placing into storage, administrative receiving. Handling is charged upon receipt of goods and calculated on a “per code per receipt” basis.

Years 1 through 3 - \$ _____/case

Years 1 through 3 - \$ _____/pallet pack

Years 1 through 3 - \$ _____/uncoded product requiring coding and label

Years 1 through 3 - \$ _____/case

Licensee Returns - charged to the NHSLC

\$ _____ per case / \$ _____ per bottle /\$ _____ per pallet

STORAGE: Charged to: Suppliers/NHSLC

Storage is calculated on an anniversary basis and initially charged upon receipt. For each 14-calendar day from date of receipt, the number of cases in storage is charged according to the table below on a “per code per receipt” basis.

Years 1 through 3 - \$ _____/case

Allocated inventory	1 – 84 days from receipt	\$ _____per case per 14 days
Allocated inventory	85+ days from receipt	\$ _____per case per 14 days
Pallet packs in inventory	1 - 84 days from receipt	\$ _____per pallet per 14 days
Pallet packs in inventory	85 – 182 days from receipt	\$ _____per pallet per 14 days
Pallet packs in inventory	183 – 365 days from receipt	\$ _____per pallet per 14 days
Pallet packs in inventory	366+ days from receipt	\$ _____per pallet per 14 days
Any Pallet pack on an unsalable status (e.g.: uncoded):		\$ _____per pallet per 14 days

Appendix D

Warehouse Service Charges
Months 1 through 32 of the Contract Period
May 1, 2012 through January 10, 2015

OUTBOUND ORDER PROCESSING/REPORTING: Charged to: Suppliers/NHSLC
Consists of creating a packing slip, permanent adhesive labels for each in-state liquor store and licensee shipment, electronic shipping orders provided daily to suppliers summarizing the quantities of each product shipped.

Normal order processing: charged to NHSLC \$ _____ per case
Manual Non-Auto Orders: charged to Supplier/NHSLC \$ _____ per case
Sub-pack 'Less than Full-Case' Picking: charged to NHSLC \$ _____ per sub-pack unit

ACCESSORIAL SERVICE CHARGES:

ADVERTISING MATERIAL

Charged to: Suppliers
Handling: \$ _____ per carton
Storage: \$ _____ per carton per month

BLANKETS

Charged to: Blanket Supplier
Handling: \$ _____ per blanket
Storage: \$ _____ per blanket per month

EXTRA WAREHOUSE LABOR

Labor used for handling services not included in
the normal processing of a receipt or shipment,
nor listed separately below

Charged to: Suppliers/NHSLC
Regular Time \$ _____
per person/per hour
Overtime \$ _____
per person/per hour
Sunday/Holiday \$ _____
per person/per hour

EXTRA WAREHOUSE LABOR & EQUIPMENT

Labor and equipment used for handling services
not included in the normal processing of a receipt
or shipment, nor listed separately below

Charged to: Suppliers/NHSLC
Regular Time \$ _____
per person/per hour
Overtime \$ _____
per person/per hour
Sunday/Holiday \$ _____
per person/per hour

OFFICE SERVICE CHARGE Charged to: Suppliers/NHSLC
 Labor used for office services and other unusual Regular Time \$
 _____ per person/per hour
 office or data information services not included in Overtime \$
 _____ per person, per hour
 the normal administration of receipts, shipments, Sunday/Holiday \$
 _____ per person, per hour
 or inventory.

ANNUAL PHYSICAL INVENTORY \$ _____ per case Charged to: NHSLC
 \$ _____ per case Charged to: Suppliers
 \$ _____ per bottle Charged to: Suppliers/NHSLC

SPECIAL DOCUMENTATION RUNS Charged to: Suppliers
 For the printing and forwarding of reports and/or
 invoices available electronically \$ _____ per run

FACSIMILE CHARGE Charged to: Suppliers
 \$ _____ per page

DESTRUCTION OF INVENTORY Charged to: Suppliers/NHSLC
 Minimum charge invoked for immediate destruction \$ _____ per case
 of small lots. Rate subject to change based on
 disposal fees and transportation costs.

LABELING: Charged to: Suppliers/NHSLC
 Labor and materials used to apply NHSLC code \$ _____ per case
 labels to uncoded cases.

RELABELING: Charged to: Suppliers/NHSLC
 Labor and materials used to apply NHSLC code labels to coded cases. \$ _____ per case

DUPLICATE LABELS: Charged to: Suppliers/NHSLC
 Labor and materials used to create labels that were not needed. \$ _____ per label

PALLET CHARGE Charged to: Suppliers/NHSLC
 \$ _____ per pallet

MINIMUM INVOICE CHARGE Charged to: Suppliers
 \$ _____ per monthly invoice

LIABILITY FOR CARE OF GOODS: Applies to: Suppliers

For cases in its possession and for which it has issued a warehouse receipt for storage subject to applicable rates herein, the warehouseman shall be liable for loss or damage only when caused by his failure to exercise such care for them as a reasonably careful owner of similar goods would exercise, but, he shall not be liable for any loss or damage to the goods which could not have been avoided by the exercise of such care. The measure of liability of the warehouseman shall, in all cases, be limited as to each package to a value not exceeding \$_____per case. "Full value" insurance can be purchased at a rate of \$_____per case per 14-day period. Catastrophic Loss is defined as any loss with a combined loss across suppliers and all products of \$_____or more. In the event of such loss, the Limit of Liability will be \$_____ per NH Code per occurrence. All parties to this agreement will hold contractor harmless from liability for loss or damage over this amount.

INVOICE TERMS

Net Due, Finance Charges apply at an annual rate of _____% for uncollected funds at the end of each calendar month.

APPENDIX E
GENERAL STANDARDS AND REQUIREMENTS
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 George P. Tsiopras, CFO	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 Mark M. Bodi, Commissioner 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.

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 omissions 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 absence 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 termination 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.

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*)

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 hereof 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 other 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 instrument 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 by 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.

EXHIBIT C

The Contract is amended as follows:

25 Contract Protest Process

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 progressive management involvement in the 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 at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	VENDOR	THE NHSLC	CUMULATIVE ALLOTTED TIME
Primary	Name Title	Director Division of Marketing, Merchandising & Warehousing	5 Business Days
Second	Name Title	NHSLC Chairman	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

The decision of the Chairman shall be final. By executing a contract, the Vendor waives any other legal remedy.

26. Contract Transition Period

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 warehouse services to the NHSLC, the Vendor agrees to continue the services prescribed under the current contract for up to 6 months at the prices in effect at the end of the contract.

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 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 warehouse (s) ("old") to the warehouse of the successful Vendor ("new"), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the terminated Vendor,. In an effort to avoid charging the NHSLC or suppliers duplicate storage fees, storage charges for transferred product shall not accrue until the first day of the month following the transfer.

The NHSLC, in conjunction with both "old" and "new" warehouses, shall establish a deadline for the transfer of all product to the "new" warehouse. 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 product from the "old" to the "new" warehouse. Notification will be given within a reasonable period, to be arranged with ' the Vendor and existing warehouses at award.

The NHSLC shall determine when product is to be transferred. At no time during transfer shall the same brand code be distributed from more than one warehouse.

As product is depleted or transferred from the "old" warehouse, product overs and shorts shall be reconciled to determine a net financial obligation between the NHSLC, the "old" warehouse and the "new" warehouse. The NHSLC shall observe and audit the transfer proceedings. Overages will be transferred to the "new" warehouse as normal inventory or to the product Vendor if the code is no longer a bailment item. Shortages shall be resolved between the warehouse and the product Vendor, or NHSLC if the product is owned by the NHSLC.

8.2.5 Event of Default; Defined

The NHSLC will take these factors into account in determining satisfactory performance following award of contract. If the stated ground for default for each factor is not met within thirty (30) days following notification by certified mail or equivalent service, then the Vendor shall be deemed to be in default.

a. Smooth transition: that the Vendor has correctly estimated the magnitude of effort and resources necessary to assume the role of "warehouse," has demonstrated the ability and willingness to resolve unforeseen problems that may arise, and has shown skill in anticipating and averting potential disruptions.

DEFAULT CRITERIA: the Vendor is unable to conduct the transition without substantial disruption to the NHSLC and/or its suppliers and/or its licensees and/or the Vendor is unable to meet the requirements necessary to begin the transition phase according to schedule.

b. The ability to understand, implement and support all MIS/computer/business protocols in a timely and skilled manner, and without excessive error; which includes the recognition that some errors, however slight or infrequent, carry the potential for severe disruption. To apply appropriate resources in establishing an acceptable level of business intercourse with the NHSLC and its suppliers and licensees, and to provide mechanisms for rapidly and effectively resolving errors and disruptions when they do occur.

DEFAULT CRITERIA: the Vendor is unable to interface with the NHSLC's computer system according to specifications and/or is unable to correct errors in a timely manner (defined as 4 hours or less) and/or the number and/or magnitude of errors is causing a disruption to the NHSLC.

c. The ability to handle the anticipated workload during periods of peak demand and/or inclement weather (consistent with reasonable safety criteria) without disrupting either stores, licensees, suppliers, or carriers.

DEFAULT CRITERIA: the Vendor is unable to receive and/or ship product as required such that the NHSLC and/or its suppliers and/or its licensees are disrupted and/or an excessive amount of product is damaged and/or delayed. Incoming product shall be unloaded within 2 hours of arrival, provided that the shipment arrives on schedule, and orders shall be picked and shipped so that the cycle time between order receipt and delivery is less than 24 hours.

d. The overall reporting accuracy and control of inventory, at a level which clearly demonstrates that sufficiently tight and timely control has been achieved.

DEFAULT CRITERIA: the Vendor is unable to maintain accurate control of inventory at all times. Physical vs. perpetual inventory and/or mispicks are in excess of 1/2 of 1%.

e. This RFP does not include trucking to licensed premises, but the Vendor's ability to control outgoing; trucking on behalf of the licensees, and maintain an effective and harmonious relationship with carriers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the licensees' carrier/s is/are unable to pick-up merchandise as scheduled and/or incurs charges and/or losses related to the Vendors inability to maintain the required schedule.

f. The ability to support an effective and harmonious relationship with the NHSLC's product suppliers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Vendor is unable to provide the NHSLC's suppliers with services as specified and/or in a timely and/or error-free manner.

g. Warehouse safety shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Vendor does not maintain adequate security and/or fire protection and/or lighting and/or climate control and/or a dangerous condition is allowed to

develop.

8.2.6 Event of Default; Remedies

Upon the occurrence of any Event of Default which is not remedied within the time specified in 1.10.7, the NHSLC may take any one, or more, of the following actions:

8.2.7 Termination

terminate this agreement; and

8.2.8 Bond forfeiture

hold the Vendor liable for all costs incurred by the NHSLC and third parties by forfeiture of bond to the extent of the cost necessary to provide alternate services and to recover losses; and

8.2.9 Set off obligations

set off against any other obligations the NHSLC may owe to the Contractor for any damages the NHSLC suffers by reason of any Event of Default; and

8.2.10 Other remedies

treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

8.2.11 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 clause for exceptional circumstances.

APPENDIX F
TERMS AND DEFINITIONS

The following terms and definitions apply to this RFP and any resulting contract.

Agency	“Agency” shall mean any board, department, commission, or other institution conducted or operated by or for the state of New Hampshire.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor’s final offer following the conclusion of discussions. www.sba.gov/gcbd/glossary.htm In negotiations, one or another of the parties declares that this is as far as they can go and it is up to the other to accept or reject and ‘walk away’. www.projectauditors.com/Dictionary/B.html
CR	Change Request
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the RFP. (Contractor’s address info)
Department	Agency of the State
Effective Date	The date on which an agreement, such as a contract, takes effect.
Firm fixed Price Contract	A firm-fixed-price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor’s cost experience in performing the contract.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council
Non Exclusive Contract	A contract executed by the State that does not restrict the State Agencies from seeking alternative sources for the product or service.
Normal Business Hours	Normal Business Hours – See Appendix G
Notice to Proceed (NTP)	The State Contract Manager’s direction to the Contracted Vendor to begin work on the Contract on a given date and time.

Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Proposal	The submission from a Contractor in response to the RFP. (An offer, submitted in response to a request from a contracting authority, that constitutes a solution to the problem, requirement or object in the request.)
RFP (Request for Proposal)	A Request for Proposal which solicits Vendor Proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire NH Liquor Commission 50 Storrs Street P.O. Box 503 Concord, NH 03302-0503
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1st through June 30 th of the following calendar year.
State's Project Manager (PM)	State's representative with regard to project management and technical matters. Agency Project Managers are responsible for review and acceptance of specific contract deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
TBD	To Be Determined
Warranty Period	That period following the Acceptance Date during which Contractor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for defect correction.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.

**APPENDIX G
RETAIL STORE LOCATIONS**

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
1	Concord	Tanya Barnes	80 Storrs St., Ames Plaza Concord, NH 03302	Burns	224-5910	9:00 am - 6:30 pm Thurs & Fri 8:00 pm	9:00 am - 7:00 pm	11:00 am - 5:30 pm
2	W Chesterfield	Tammy Solomon	PO Box 177, Riverside Plz, 913 Gulf Rd, West Chesterfield, NH 03466	Lafond	256-6482	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
3	Manchester		St. Mary's Plaza, 122 McGregor St Manchester, NH 03102-3746		669-5644	CLOSED		
4	Hooksett	Penny Brady	1271 Hooksett Rd, Hooksett, NH 03106	Burns	641-5145	9:30 am - 8:00 pm Friday close 9:00 pm	9:30 am - 8:00 pm	CLOSED
5	Berlin	Sherry Normand	IGA Shopping Plaza, 17 Pleasant St., Berlin, NH 03570	Burns	752-1552	9:30 am - 5:30 pm Friday close 6:00 pm	9:30 am - 5:30 pm	CLOSED
6	Portsmouth	Bob Coleman	Pick N Pay, 800 Islington Street Portsmouth, NH 03801	O'Brien	436-3382 Fax:431-6479	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 6:00 pm	10:00 am - 5:00 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 8:00 pm	9:00 am - 7:00 pm	9:00 am - 5:00 pm
8	Claremont	Tony Perras	Claremont Market Place, 367 Washington St, (Route 103) Claremont, NH 03743	Lafond	543-0200	9:30 am - 6:00 pm Friday close 7:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
9	Dover	Mike O'Connor	47 Chestnut Street Dover, NH 03820	O'Brien	742-3738	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
10	Manchester	Tammy Martin	333 Lincoln Street Manchester, NH 03103-5749	Burns	626-0940	M -W 10:00am- 6:30pm Th-F 10:00am-8:00 pm	10:00 am - 6:30 pm	11:00 am - 5:30 pm
11	Lebanon	Kristie Davis	12 Centerra Parkway Lebanon, NH 03766	Lafond	643-8979	9:30 am - 7:00 pm Friday close 8:00 pm	9:30 am - 7:00 pm	10:00 am - 5:00 pm
12	Center Harbor	Lisa Giovanni	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 7:00 pm	9:00 am - 6:00 pm	10:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
13	Somersworth	Darrell Haynes	5 Somersworth Plaza Somersworth, NH 03878	O'Brien	692-2555	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
14	Rochester	Art Gerry	Lilac Mall, Route 125 Rochester, NH 03867	O'Brien	332-0378	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
15	Keene	Cheryl Caron	6 Ash Brook Court Keene, NH 03431	Lafond	352-1568	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 pm - 6:00 pm
16	Woodsville	Barbara Bolduc	1 Forest St., Butson's Complex Woodsville, NH 03785	Burns	747-3471	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
17	Franklin	Karen Frink	Franklin Shppng Ctr, 880 Central St. Franklin, NH 03235	Burns	934-3523	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	CLOSED
18	Colebrook	Sylvia Collins	124 Main Street Colebrook, NH 03576	Burns	237-4097	9:30 am - 5:30 pm	9:30 am - 5:30 pm	CLOSED
19	Plymouth	Steven Willey	494 Tenney Mt Hwy Unit #3 Plymouth, NH 03264	Burns	536-3614	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	10:00 am - 4:00 pm
20	Derry	Nancy Dylun	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	O'Brien	437-2826	10:00 am - 7:00 pm Friday close 9:00 pm	10:00am - 7:00 pm	10:00 am - 6:00 pm
21	Peterborough	Phil Courtad	One Jaffrey Road, Rte 202 Suite 12 Peterborough, NH 03458	Lafond	924-6671	9:00 am - 6:00 pm Thurs & Fri 7:00 pm	9:00 am - 7:00 pm	9:00 am - 5:00 pm
22	Brookline	Larry Hammond	44A Route 13, Brookline, NH 03033	Lafond	672-8426	M -W 9:00am - 7:00pm Th-F 9:00 am- 9:00 pm	9:00 am - 9:00 pm	10:00 am - 5:00 pm
23	Conway	Mike Watson	234 White Mountain Hwy, Suite 9 Conway, NH 03818	Burns	447-2782	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	9:30 am - 5:30 pm
24	Newport	Leslie Sampson	Sugar Riv Shp Ctr, 52 John Stark Hwy Newport, NH 03773	Lafond	863-3550	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
25	Stratham	Nichole Wilson	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave., Stratham, NH 03885	O'Brien	772-2021	10:00 am - 7:00 pm Friday close 8:00 pm	10:00 am - 7:00 pm	12:00 - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
26	Groveton	Madeline Hart	Northumberland Shp Ctr, PO Box 42 Route 3, Groveton, NH 03582	Burns	636-1003	10:00 am - 5:30 pm CLOSED Monday	10:00 am - 5:30 pm	CLOSED
27	Nashua	Stacy McKissick	Market Place Plaza, 300 Main Street Nashua, NH 03060	Lafond	595-2374	10:00 am - 6:00 pm	10:00 am - 6:00 pm	CLOSED
28	Seabrook Beach	VACANT	186 Ocean Blvd. Seabrook, NH 03874	O'Brien	474-9441	11:00 am - 6:00 pm	11:00 am - 6:00 pm	12:00 - 5:00 pm
29	Whitefield	VACANT	100 Lancaster Road , PO Box 183 Whitefield, NH 03598	Burns	837-2632	10:00 am - 5:30 pm CLOSED Wednesday	10:00 am - 5:30 pm	CLOSED
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 - 6:00 pm	CLOSED
31	Manchester	Carolyn Hebert	East Side Plaza, 885 Hanover Street Manchester, NH 03104	Burns	623-4613	10:00 am - 7:00 pm Thurs & Fri close 8:00 pm	10:00 am - 8:00 pm	CLOSED
32	Nashua	Chad Gibson	Westside Plaza, 40 Northwest Blvd. Nashua, NH 03063	Lafond	594-4076	9:00 am - 8:00 pm Friday close 9 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
33	Manchester	Mimi Alberu	North Side Plaza, 1100 Bicentennial Dr. Manchester, NH 03104	Burns	622-5044	9:00 am - 9:00 pm	9:00 am - 9:00 pm	11:00 am - 5:30 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
35	Hillsboro	Monica Wood	15 Antrim Road, Suite #1 Hillsboro, NH 03244	Lafond	464-3412	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
36	Jaffrey	VACANT	Monadnock Plz, 80 Peterborough St. Jaffrey, NH 03452	Lafond	532-7291	10:00 am - 6:00 pm CLOSED Monday	10:00 am - 6:00 pm	CLOSED
37	Lancaster	Beverley Roy	Butson's Marketplace, 199A Main St. Lancaster, NH 03584	Burns	788-4861	9:30 am - 5:30 pm Friday close 6:00 pm	9:30 am - 5:30 pm	CLOSED
38	Portsmouth	Mike Smith	Portsmouth Circle, 605 US Interstate By-Pass, Portsmouth, NH 03801	O'Brien	436-4806	8:00 am - 9:00 pm Thurs & Fri 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
39	Wolfeboro	Rose Wiggins	35 Center Street Wolfeboro Falls, NH 03896	O'Brien	569-3567	9:00 am - 6:00 pm Friday close 7:00 pm	9:00 am - 6:00 pm	9:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
40	Walpole	James O'Brien	32 Ames Plaza Lane Walpole, NH 03608	Lafond	756-3916	10:00 am - 5:30 pm Friday 9:30 am - 7:00 pm	9:30 am - 5:30 pm	CLOSED
41	Seabrook	Mike Regan	Lafayette Boulevard, PO Box 236 Seabrook, NH 03874	O'Brien	474-3362	9:00 am - 6:00 pm Friday close 8 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
42	Meredith	Mark Roy	71 Route 104, Old Province Common Meredith, NH 03253	Burns	279-7018	9:00 am - 6:00 pm Fri 9:00 am - 8:00 pm	9:00 am - 6:00 pm	9:00 am - 6:00 pm
43	Farmington	Duane DuBois	829 NH Route 11, Unit #2 Farmington, NH 03835	O'Brien	755-3571	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
44	Bristol	VACANT	20 Lake Street Bristol, NH 03222	Burns	744-2484	10:00 am - 5:30 pm Friday close 7:00 pm	9:00 am - 5:30 pm	CLOSED
45	Pittsfield	Dodie Kidder	6 Water Street Pittsfield, NH 03263	O'Brien	435-6592	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
46	Ashland	Rick Risteen	46 North Main Street Ashland, NH 03217	Burns	968-7556	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
47	Lincoln	Cindy Ham	165 Main Street, Lincoln, NH 03251 Mail ONLY: PO Box 1205	Burns	745-8922	10:00 am - 6:00 pm Friday close at 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
48	Hinsdale	Muriel Southwick	Route 119, Box 114 Hinsdale, NH 03451	Lafond	256-8637	9:00 am - 5:30 pm Friday close 7:00 pm	9:00 am - 5:30 pm	10:00 am - 6:00 pm
49	Plaistow	Kathleen Smith	Market Basket Plz, 32 Plaistow Rd, #2A Plaistow, NH 03865	O'Brien	382-8511	9:00 am - 9:00 pm Friday 8:00 am - 9:00 pm	8:00 am - 9:00 pm	9:00 am - 6:00 pm
50	Nashua	Richard Taylor	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	10:00 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 - 6:00 pm	10:00 am - 6:00 pm
52	Gorham	Maureen Cloutier	159 Main Street, Androscoggin Plaza Gorham, NH 03581	Burns	466-3367	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	12:00 - 5:00 pm
53	Hudson	Walter Merrill	Market Basket Shp Ctr, 212 Lowell Rd Hudson, NH 03051	Lafond	889-0549	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 6:00 pm	CLOSED
54	Glen	Alex Trojano	Route 302 PO Box 166, Glen, NH 03838	Burns	383-9000	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 7:00 pm	10:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
55	Bedford	Julius DeNitto	Bedford Grove Plz, Ste 2, 5 Colby Court Bedford, NH 03110	Burns	627-5878	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
56	Gilford	Ronald Gaudette	18 Weirs Road, Gilford, NH 03246	Burns	524-6083	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
57	Ossipee	Matthew Kresco	Indian Mound Shp Ctr, 240 Rte 16B Center Ossipee, NH 03814	O'Brien	539-2010	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
58	Goffstown	Ted Theos	Shop N Save Plaza, 605 Mast Road Goffstown, NH 03102	Burns	626-4725	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 6:00 pm	CLOSED
59	Merrimack	Nancy Bartlett	Merrimack Shopping Ctr, Suite A, 6 Dobson Way, Merrimack, NH 03054-4131	Lafond	424-2521	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 8:00 pm	10:00 am - 7:00 pm
60	W Lebanon	Ron McGonis	Powerhouse Plaza, Unit #3 10 Benning Drive 12A West Lebanon, NH 03784	Lafond	298-8629	9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
61	Fitzwilliam		Route 12 & 119, PO Box 111 Fitzwilliam, NH 03447		585-2225	CLOSED		
62	Raymond	Michelle Markiewicz	Raymond Shp Ctr, Route 27, RFD 2 Raymond, NH 03077	O'Brien	895-2286	10:00 am - 7:00 pm	9:00 am - 7:00 pm	CLOSED
63	Winchester	Barbara Williams	Suite 1, 30 Warwick Road Winchester, NH 03470-2819	Lafond	239-6223	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
64	New London	VACANT	New London Shppng Ctr, Route 11 PO Box 464, New London, NH 03257	Lafond	526-6868	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	10:30 am - 4:00 pm
65	Campton	Richard Strong	Center at Campton Corners, 25 Vintinner Road, Campton, NH 03223	Burns	726-2901	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 9:00 pm	10:00 - 7:00 pm
66	Hooksett	Jim Haggis	I-93 North, Route 3A, PO Box 16296 Hooksett, NH 03106	Burns	485-5663	8:00 am - 9:00 pm Fri close 10:00 pm	8:00 am - 9:00 pm	8:00 am - 8:00 pm
67	Hooksett	Dan Mercier	I-93 South, 25 Springer Road Hooksett, NH 03106	Burns	485-5816	8:00 am - 9:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm
68	N Hampton	Karen Boswell	69 Lafayette Road, Village Shppng Ctr North Hampton, NH 03862	O'Brien	964-6991	10:00 am - 7:00 pm Friday close 8:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
69	Nashua	Rich Theriault	27 Coliseum Avenue Nashua, NH 03063	Lafond	882-4670	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
70	Swanzey	Jacob Goreki	Rte 12, Troy Rd, 37 Monadnock Hwy Wilbur's Market Place Swanzey, NH 03431	Lafond	357-0693	10:00 am - 6:00 pm Thurs & Fri close- 7:00 pm	10:00 am - 6:00 pm	CLOSED
71	Lee	Tammy Fournier	60 Calef Highway, Unit #4 Lee, NH 03861	O'Brien	868-7176	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
72	Concord	Rich Gulla	100 Fort Eddy Road Concord, NH 03301	Burns	224-5955	9:30 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
73	Hampton- S	Elaine Walter	I-95 South, PO Box 1993 Hampton, NH 03843	O'Brien	926-3272	8:00 am - 9:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm
74	Londonderry	Bernard Baronas	Market Basket Plaza, 34 Nashua Rd. Londonderry, NH 03053	O'Brien	432-0270	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
75	Belmont	Kathi Clough	15 Old State Road, Unit 1 Belmont, NH 03220	Burns	528-2170	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 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	8:00 am- 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
77	Rindge	Kimberly Creighton	Cheshire Marketplace, Unit 7 497 US Route 202 Rindge, NH 03461	Lafond	899-3187	Mon - Thurs 9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 pm - 5:00 pm
78	Hampstead	Julie Chevalier	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	O'Brien	329-4037	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 7:00 pm	10:00 am - 6:00 pm

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

During FY 2010 (ending June 30, 2010):

Total Number of Cases of Product Shipped from Concord:	1,254,038
Total Number of Cases of Product Shipped from Nashua:	1,956,516
Total Number of Trailer Loads shipped from Concord	920
Total Number of Trailer Loads shipped from Nashua	1,458
Cases Received via Truck in Concord	1,332,058
Cased Received via Truck in Nashua	3,600,000

As of March 15, 2011:

Number of Cases on Hand – Concord	143,267
Number of Cases on Hand – Nashua	678,492
Pick locations/Total in Use – Concord	1054 / 773
Pick locations in Use – Nashua	6,804
Number of NHSLC retail stores	76
Total SKUs in Concord	1,065
Average SKUs on hand in Concord	855
Total SKUs in Nashua	13,825
Average SKUs on hand in Nashua	9,015

(continued on next page)

HISTORICAL SHIPMENTS FROM CONCORD & LAW WAREHOUSES

Month	FY08 Cases			FY09 Cases			FY10 Cases		
	Concord	Law	Total	Concord	Law	Total	Concord	Law	Total
July	113966	201331	315297	138768	192281	331049	132688	189630	322318
August	103228	194297	297525	116159	171912	288071	126377	185943	312320
September	76738	143994	220732	104550	154323	258873	106701	168223	274924
October	95494	192133	287627	107412	163962	271374	102590	166991	269581
November	88615	190912	279527	99245	153738	252983	106925	174279	281204
December	91999	186647	278646	126927	191956	318883	119978	210417	330395
January	66573	136478	203051	73313	118686	191999	69395	115570	184965
February	65185	126133	191318	77681	125735	203416	80245	136395	216640
March	61692	119953	181645	85742	125139	210881	92117	132228	224345
April	81375	151365	232740	165435	138579	304014	93837	133956	227793
May	85673	159374	245047	99870	148114	247984	96324	141820	238144
June	102049	168226	270275	113829	176448	290277	126861	201064	327925
Total	1032587	1970843	3003430	1308931	1860873	3169804	1254038	1956516	3210554

APPENDIX I
 CURRENT DELIVERY SCHEDULE 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			
17	Thursday			Thursday			

Store Concord WAREHOUSE

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
32 Monday Wednesday
33 Tuesday Thursday
34 Monday Tuesday Wednesday Thursday Friday
35 Thursday

LAW WAREHOUSE

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

Store Concord WAREHOUSE

LAW WAREHOUSE

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				
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				

Store Concord WAREHOUSE

54 Thursday
55 Tuesday Thursday
56 Wednesday Friday
57 Thursday
58 Monday
59 Monday Wednesday
60 Tuesday Thursday
62 Monday
63 Friday
64 Wednesday
65 Thursday
66 Monday Tuesday Wednesday Thursday Friday
67 Monday Tuesday Wednesday Thursday Friday
68 Tuesday Thursday
69 Monday Tuesday Wednesday Thursday
70 Friday
71 Tuesday Thursday

LAW WAREHOUSE

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

Store Concord WAREHOUSE

72 Monday Wednesday

73 Monday Tuesday Thursday Friday

74 Monday Wednesday

75 Thursday

76 Monday Tuesday Wednesday Thursday Friday

77 Tuesday Friday

78 Tuesday Thursday

LAW WAREHOUSE

Tuesday Friday

Monday Tuesday Wednesday Thursday Friday

Monday Wednesday

Tuesday Friday

Monday Tuesday Wednesday Thursday Friday

Tuesday Thursday

Monday Wednesday

APPENDIX J
AVERAGE MONTHLY CASE COUNT IN WAREHOUSES

(Fiscal Month Average from March 2010 through February 2011)

	<u>Concord</u>	<u>Law</u>
March 2010	160,124	664,578
April 2010	158,969	686,902
May 2010	168,463	685,537
June 2010	171,757	683,096
July 2010	160,302	657,852
August 2010	149,196	633,568
September 2010	163,811	639,159
October 2010	166,400	690,036
November 2010	167,696	657,096
December 2010	139,178	621,661
January 2011	156,081	654,127
February 2011	143,509	654,976
Average	158,791	660,716

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

APPENDIX K
High Level Product and Information Flow

The NH State Liquor Commission does business with warehousing facilities located throughout the State. The NHSLC pays warehouses for storing NHSLC stock at their facility. These warehouses also store vendor's product as bailment items. All orders will come from the NHSLC. These orders must be approved by the NHSLC prior to shipment. All liquor and wine received and shipped at warehouses must be reported to the NHSLC and will be closely monitored. In order to ensure no disruption to NHSLC processing, the warehouse and the NHSLC will sync information via electronic data files. The NHSLC and warehouse will maintain data accuracy for all exchanged information. A warehouse Perpetual Inventory is required for all Broker and Supplier reporting.

The following is a description of the normal product and information flow between the NHSLC and warehouses.

- Daily, on premise licensees, off premise licensees, agency licensees and NHSLC liquor stores submit orders to the NHSLC Website.
- All orders are processed by the NHSLC for approval.
- Shipping Orders (invoices) for the shipment of items stored at warehouses are created for NH State Liquor Stores and NHSLC customers by the NHSLC.
- Shipping Orders are electronically transferred to warehouses. Warehouses may ship only those items included in the Shipping Orders.
- Items on Shipping Orders are picked and shipped from warehouses. NHSLC stock must be exhausted before vendor bailment stock may be used to complete shipments.
- An original Packing Slip must accompany each shipment.
- A complete list of shipped items, by invoice number, must be transferred electronically to the NHSLC in an approved format on the day of the shipment.
- A list of all vendor stock used to complete shipments must be transferred electronically to the NHSLC in an approved format on the day of shipment.
- A Shipping Report ("shipper") must be sent to the NHSLC summarizing all shipments.
- The NHSLC will prepare an Invoice and mail it to the customer (licensee).
- The Warehouse will provide the Broker and Suppliers reports via the NHSLC Web server.
- Manual process for emergency "special orders" to add to a store's pending shipment must be in place for warehouses.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Process for On Line Orders Overview

- The warehouse will allow the NHSLC Internet Ordering process to have live connectivity into their Production Order Processing Databases and Ordering System.
- Web customer orders will be written by the NHSLC Internet Ordering System directly into the warehouse for immediate processing by the warehouse's own internal systems.
 - The warehouse will add an entry to the Order Transaction History file every time an order is processed or an update is made. This file is maintained by the warehouse and will be used for audit control and Order Inquires.
 - See Appendix P, Order Status Transaction History
- The warehouse is required to validate all order information before processing. All information will be electronically sent by the NHSLC for warehouse pickup.
 - See Appendix P, Customer
 - See Appendix P, Brand Master
 - See Appendix P, Price
- The warehouse is required to commit/reserve inventory for each order as it is received into their system.
 - The warehouse will add an entry to the Perpetual Inventory to track all updates. This file is maintained by the warehouse and will be used for audit control and Broker Reporting.
 - See Appendix P, Perpetual Inventory
- The warehouse will approve all licensee orders based on their available credit. Credit information will be electronically sent by the SLC for warehouse pickup.
 - See Appendix P, Credit
- The warehouse will return a warehouse confirmation back to the NHSLC Internet Ordering process.
 - Record format to be determined
- The warehouse turn around time for this process is 30 seconds or less.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Process for Batch Orders Overview

- Warehouse receives Order Files from NHSLC Headquarters at scheduled times.
 - There are two files for Orders: Order Header and Order Detail. These files are electronically sent by the NHSLC for warehouse pickup.
 - See Appendix P, Order Header and Order Detail
- Warehouse receives Breakage Order Files from NHSLC Headquarters at scheduled times.
 - There are two files for Orders: Order Header and Order Detail. These files are electronically sent by the NHSLC for warehouse pickup.
 - See Appendix P, Order Header and Order Detail
- There are no edit checks on the orders sent from NHSLC Headquarters batch files.
- The warehouse is required to commit/reserve inventory for each order as it is received into their system. If the batch being processed includes licensee orders these orders will be processed first before the NHSLC store orders.
 - The warehouse will add an entry to the Order Status Transaction History file every time an order is processed or an update is made. This file is maintained by the warehouse and will be used for audit control and Order Inquires.
 - See Appendix P, Order Status Transaction History
- The warehouse will approve all licensee orders based on their available credit. Credit information will be electronically sent by the NHSLC for warehouse pickup.
 - See Appendix P, Credit Data

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Process for Shipping Orders Overview

- The warehouse will verify that they have received all NHSLC store orders for the daily scheduled automatic order.
 - The Automatic Order list is a report of all stores scheduled for automatic order from each warehouse in the next 7 days. The NHSLC will electronically send to the warehouse a 7-day Automatic Order Schedule.
 - See Appendix P, Automatic Order List
- The warehouse will determine what licensee orders to ship based on ship date information and order status.
 - The shipping days and order status will be maintained by the warehouse as part of their Warehouse Ordering System.
- The warehouse will combine all orders for a licensee or an NHSLC store into a single shipment.
- The Warehouse will assign a sequential shipping number to each shipment from a list of available numbers.
 - The numbers will be supplied on a yearly basis by the NHSLC.
- The warehouse will electronically transmit all shipments in a single shipping file to the NHSLC.
 - Ship files notify the NHSLC what items were shipped, by shipping invoice, for each Licensee and NHSLC store. Each day the warehouse must produce a Ship file that includes all items shipped that day. Warehouse must also produce a Summary file.
 - See Appendix P, Ship
 - See Appendix P, Summary
- The warehouse will print a packing slip for each Shipping Order transferred to their location from the NHSLC. The warehouse must format the data on a packing slip in a manner acceptable to the NHSLC. Three copies will be printed – Original for warehouse, Copy 1 for NHSLC, Copy 2 for store or licensee.
 - See Appendix Q, sample Packing Slip
- A summary page for each packing slip will also be printed.
 - See Appendix Q, sample Packing Slip Summary
- Packing slips and summary pages should arrive together with each shipment at the proper delivery point.
- Shipments of spirits and wine from a warehouse, irrespective of destination, must be reported to the NHSLC on a daily basis.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

- Warehouse must format the data on a Shipping Report in a manner acceptable to the NHSLC. A printed copy of each Shipping Report must be sent to the Warehousing and Transportation Division of the NHSLC.
 - See Appendix Q, sample Shipping Report

- All vendor purchases needed to fill shipments will be electronically transmitted in a single purchasing file to the NHSLC.
 - Purchase files notify the NHSLC which bailment items were picked to fill Customer Orders and Store Orders. Each day the warehouse must produce a Purchase file that includes all of the bailment items shipped that day. Warehouse must also produce a Summary file.
 - See Appendix P, Purchase
 - See Appendix P, Summary

- The warehouse will add an entry to the Perpetual Inventory to track all shipping transactions. This file is maintained by the warehouse and will be used for audit control and Broker Reporting.
 - See Appendix P, Perpetual Inventory

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Inventory Management

Brand Management

- Warehouse must verify that all stock received for distribution within the state at their location is owned by approved vendors, or by the NHSLC.
 - The NHSLC will electronically supply warehouses with a complete list of the approved vendors.
 - See Appendix P, Vendor
- Any vendor may ship products through the State of New Hampshire even if they are not approved by the NHSLC. If product is unloaded from an unapproved vendor, then warehouses shall, within 24 hours, report to the NHSLC any liquor or wine arriving in, in transit through or departing from the State for distribution outside the State.
- All brands of liquor and wine received in a warehouse as NHSLC stock must have a pre-approved broker.
 - The NHSLC will electronically supply warehouses with a complete list of the approved vendors of approved brokers.
 - See Appendix P, Broker
- All brands of liquor and wine received in a warehouse as NHSLC stock must have a pre-approved brand code.
 - The NHSLC will electronically supply warehouses with a complete list of the approved brand codes.
 - See Appendix P, Brand Master
- The NHSLC will electronically supply warehouses with multiple subordinate brand code information in the following files.
 - A list of all class codes and their description.
 - See Appendix P, Class
 - A list of all wine sub classes and their description.
 - See Appendix P, Sub Class
 - A list of all size codes and their description.
 - See Appendix P, Size Code
 - A list of all brand codes and associated UPC (universal price codes)
 - See Appendix P, UPC
- Only those brands on the Approved Brand list may be shipped to New Hampshire State Liquor Stores, warehouses and NHSLC customers.
- The NHSLC may require that a brand or shipment be suspended. Suspended items can not be shipped to NHSLC stores or licensees.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

- The status of brands is recorded in the Brand master file which is electronically sent from the NHSLC to the warehouse.
 - See Appendix P, Brand Master
- Warehouse items not approved by the NHSLC must be suspended.
- The warehouse will add an entry to the Perpetual Inventory to track all inventory status changes. This file is maintained by the warehouse and will be used for audit control and Broker Reporting.
 - See Appendix P, Perpetual Inventory

General Management

- The NHSLC maintains a file of common carriers that generally deliver product to the NHSLC and the warehouses. The NHSLC will supply the warehouse with a list of truckers.
 - See Appendix P, Trucker
- Warehouses may only accept orders from and only ship orders to those licensees on the Approved Licensee list.
 - The NHSLC will electronically supply warehouses with a complete list of the approved customers.
 - See Appendix P, Customer
- The warehouse will record all vendor purchases needed onto the monthly Blanket Purchase Order that is supplied by the NHSLC.
 - The NHSLC will electronically supply warehouses with a complete list of the monthly Blanket Purchase Order numbers.
 - See Appendix P, Blanket Purchase Order
- For all inventory updates the warehouse will add an entry to the Perpetual Inventory to track the update. This file is maintained by the warehouse and will be used for audit control and Broker Reporting. Updates include, but are not limited to, receiving, shipping, status updates, and inventory order commitment.
 - See Appendix P, Perpetual Inventory

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Warehouse Receiving

- All receipts of spirits and wine into the warehouse must be reported to the NHSLC on a daily basis.
- The warehouse will format the data on a receiving report in a manner required by the NHSLC. A printed copy of each receiving report must be forwarded report must be forwarded to the Warehousing and Transportation Division of the NHSLC.
 - See Appendix Q. sample of Receiving Report
- The warehouse will add entry to the Warehouse Receipt file for all receiving. This file is maintained by the warehouse and used for auditing and Broker Reporting.
 - See Appendix P, Warehouse Receipt
- The warehouse will electronically transfer a receiving file to the NHSLC of items shipped from a warehouse to fill customer orders.
 - See Appendix P, Receive

NHSLC Breakage

- Warehouses must notify the NHSLC in the event that NHSLC Stock items are found to be damaged in any way.
- The warehouse will be billed by the NHSLC for damaged items(s).
- The warehouse will electronically send to the NHSLC a complete list of the breakage items.
 - See Appendix P, Affidavit
- The warehouse will distribute items that are available as single bottle purchase through regular order processing.
 - The availability of brands is recorded in the Brand master file which is electronically sent from the NHSLC to the warehouse.
 - See Appendix P, Brand Master
- The warehouse will track items not available for single bottle distribution and send to the NHSLC for distribution.
 - The warehouse will electronically transfer to the NHSLC a complete list of the saleable bottles on a daily basis.
 - See Appendix P, Core Detail
- The NHSLC will create Shipping Orders for store distribution.
 - See Appendix P, Order Header and Order Detail (breakage orders)
- The warehouse will add an entry to the Perpetual Inventory to track all shipping transactions. This file is maintained by the warehouse and will be used for audit control and Broker Reporting.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

- See Appendix P, Perpetual Inventory

Vendor Breakage

- The warehouse will work with vendor to remove unsalable inventory from their account at the warehouse.
- The warehouse will distribute vendor owned items that are available as single unit purchase through regular order processing.
 - The availability of brands is recorded in the Brand master file which is electronically sent from the NHSLC to the warehouse.
 - See Appendix P, Brand Master
- The warehouse will electronically transfer to the NHSLC a complete list of the saleable bottles on a daily basis.
 - See Appendix P, Core Detail
- The NHSLC will create Shipping Orders for store distribution.
 - See Appendix P, Order Header and Order Detail (breakage orders)
- The NHSLC will notify vendors what products they must remove from the warehouse. Warehouse will work with vendor to remove product.
- The warehouse will add an entry to the Perpetual Inventory to track all inventory adjustments. This file is maintained by the warehouse and will be used for audit control and Broker Reporting.
 - See Appendix P, Perpetual Inventory

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Batch Exchange between NHSLC and Warehouse

The warehouse is responsible for maintaining its own warehouse computer interface for data exchange. The CORE files are needed to process data between the NHSLC and the warehouse. These files will be exchanged between the NHSLC and the warehouse at scheduled times.

Comprehensive Order Entry (CORE)

- CORE utilizes a secure site on a state server for file transfers between the warehouse and the NHSLC.
 - Inbound warehouse files are placed in designated area for NHSLC pick up.
 - Outbound NHSLC files are placed in designated area for warehouse pickup.
- Warehouse must retain backup copies of all files they transfer to the NHSLC through CORE. Backup files must be kept for 45 calendar days.
- The CORE (Comprehensive Order Entry) file definitions are in Appendix P.

NOTE* Prior to final implementation, all of these files, final layouts, and schedules are subject to a final review for possible enhancements / correction effort between the NHSLC and the warehouse.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

Warehouse System Requirements

Operation Requirements

The warehouse is responsible for maintaining its own warehouse computer interface and order processor that will use and maintain all of the State Liquor Commission's information needed to process and track spirits and wine through its warehouse.

Quantities

- All receipt, shipment, and purchase quantities of liquor and wine reported to NHSLC are to be expressed in "shipping units". A shipping unit may be a bottle, case or pallet of product(s).
- When reporting breakage, quantities shall be expressed in bottles.

Bailment Stock

- The NHSLC may require that bailment stock be used to fill orders. Bailment stock may be used to fill orders only when the ordered brands are not available from NHSLC stock.
- Bailment stock shipped to the NHSLC or to licensees is subject to the same restrictions as NHSLC Stock.
- Bailment stock must be received from an approved vendor.
- Bailment stock must have an approved brand code.

Physical Inventory

- Each year on a date established by the NHSLC, warehouses are required to produce a physical inventory report of all stock held in their warehouse. In most cases the NHSLC will ask warehouses to agree upon a date in March or April. Each year the Warehousing and Transportation Division of the NHSLC will notify warehouses as to when all shipping and receiving of liquor and wine is to cease, as well as to the date and time the physical inventory must be complete.
- Physical inventory reports shall be electronically transferred to the NHSLC using the CORE system.
 - See Appendix P, Available Inventory
- Printed copies of each physical inventory report must also be forwarded to the Warehousing and Transportation Division of the NHSLC.
 - See Appendix Q, sample of Physical Inventory

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

- Shipping discrepancies are reviewed by NHSLC officers and reconciled by standard procedures.

Cycle Inventory

- From time to time NHSLC personnel may require a physical count of specific brands of NHSLC Stock held at a warehouse. In most cases cycle inventories are necessary to resolve discrepancies between the book inventory report produced daily. Cycle inventories should be completed as soon as possible enabling the NHSLC and the warehouse to quickly reconcile differences.

Data Processing Requirements

- The processing of data by warehouses, as well as the data transfer systems they employ are subject to review and approval by the NHSLC Management and NHSLC DoIT staff.
- The NHSLC requires that warehouses employ a responsive inventory control system capable of interfacing with the NHSLC Comprehensive Order Entry (CORE) system as detailed in this document.
- From time to time the NHSLC will make changes to the manner and content of data exchange. Warehouses will be required to speedily accommodate such changes.

Shipping Labels

- Warehouses will place NHSLC approved shipping labels on each unit (case) shipped to State Liquor Stores and to NHSLC customers.
 - See Appendix Q, sample Shipping Labels

Single Bottle Picks

- Warehouse will allow the NHSLC and all business partners to purchase single bottles needed to fill customer orders.

Inventory Reports

- Warehouses must produce a complete book inventory report of all NHSLC and vendor stock stored at their location. This report will be compared to the book inventory kept by the NHSLC to determine if discrepancies exist. In the event of a discrepancy, warehouse personnel are required to cooperate with NHSLC personnel to resolve the discrepancy.
 - Warehouse must format the data on an inventory in a manner acceptable to the NHSLC. Inventory is electronically transferred to the NHSLC.
 - See Appendix P, Available Inventory
- Warehouse must report to the NHSLC all orders that are currently in the warehouse waiting for processing. This file will be electronically transferred by the warehouse.
 - See Appendix P, Credit Header

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

General Reporting Requirements

The warehouse will provide data privacy to all “reports” between supplier and broker information, licensee information and any other classification of web-users that use the system.

Broker / Supplier

- The warehouse will maintain and report the information necessary for reporting and overseeing a “perpetual inventory” of all wine and spirit movement through the warehouse. This information shall be made available for all approved NHSLC brokers and suppliers.
- The warehouse will populate the NHSLC Web server and show detail inventory information on all product movement. Minimally the warehouse will report:
 - All daily movement of the perpetual inventory for the NHSLC and NHSLC approved brokers and suppliers.
 - See Appendix P, Perpetual Inventory File
 - Information on inventory receiving, shipping, picking, transfers out-of-state, in-state shipping, inventory adjustments, physical inventory and net available inventory.
 - See Appendix P, Warehouse Receipt File
 - Identify “lost sales” due to insufficient inventory to fill customer requests.
- The warehouse is required to provide multiple modes of delivery of the perpetual inventory information.
 - Hourly/End of Day Batch activity must be available to each supplier and broker through a browser allowing a selection of up to 90 days of past activity. This information must be available for multiple queries and summarization as well as exportable by the supplier/broker to their “local” computer in a useable text format for download into their own databases.
 - FTP access so that next day access to the same information is available to suppliers/brokers that want to automate their daily perpetual inventory activity.
 - Live / real time perpetual inventory activity via Internet connections by all suppliers, brokers and the NHSLC. This includes live access to receiving, orders in process, live inventory commitments and adjustments, order details and current available inventory for all products.
- The warehouse will provide methods of summarizing and presenting the warehouse’s daily, weekly, and monthly activities in a manner that is reliable, useful and supportive of the inventory management and marketing needs of the NHSLC approved brokers and suppliers.

APPENDIX K
INFORMATION TECHNOLOGY SPECIFICATONS
& PROCEDURES FOR WAREHOUSE(S)

- The warehouse will provide the NHSLC with Administration level report access over all the NHSLC approved broker and supplier reports.

Licensee Orders

- The warehouse will maintain and report the tracking of orders through the warehouse. The warehouse will generate Order Status Transactions every time an order is added or an update is made.
 - See Appendix P, Order Status Transactions History File
- The warehouse is required to provide order information live / real time from the NHSLC Web site. The warehouse will provide methods of summarizing and presenting the warehouse orders in a manner that is reliable, useful and supportive of ordering management.
- The order information shall be made available for all approved NHSLC Licensees and NHSLC Administrative personnel.

APPENDIX L
 CURRENT WAREHOUSE PRICING STRUCTURE
Warehouse Service Charges
Months 31 through 60 of the Contract Period
November 1, 2009 through April 30, 2012

BASIC BAILMENT CHARGES:

INBOUND HANDLING:

Charged to: Suppliers/SLC

Covers the ordinary labor and duties incident to the unitized (slipsheet, pallet, or clamp) unloading of cases; verifying case quantities against a proper packing slip and carrier bill of lading; placing into storage, administrative receiving; case or unitized picking; and the unitized loading of outbound orders. Handling is charged upon receipt of goods and calculated on a "per code per receipt" basis.

Codes of	1 - 180 cases	\$ 1.15 per case
Codes of	181 - 299 cases	\$ 1.00 per case
Codes of	300 - 669 cases	\$ 0.90 per case
Codes of	670+	\$ 0.80 per case
Pallet packs		\$ 6.35 per pallet
Cases received uncoded or other <u>unsaleable</u> status		\$ 5.00 per line item surcharge
Licensee Returns	- charged to the SLC	\$ 2.50 per case / \$0.50 per bottle / \$12.00 per pallet

STORAGE:

Charged to: Suppliers/SLC

Storage is calculated on an anniversary basis and initially charged upon receipt. For each 14-calendar day from date of receipt, the number of cases in storage is charged according to the table below on a "per code per receipt" basis.

Cases in inventory	1 – 84 days from receipt	\$ 0.09 per case per 14 days
Cases in inventory	85 -182 days from receipt	\$ 0.24 per case per 14 days
Cases in inventory	183 – 365 days from receipt	\$ 0.67 per case per 14 days
Cases in inventory	366+ days from receipt	\$ 1.18 per case per 14 days

Allocated inventory	1 – 84 days from receipt	\$ 0.09 per case per 14 days
Allocated inventory	85+ days from receipt	\$ 0.24 per case per 14 days

Any case on an unsaleable status (e.g.: uncoded):		\$ 0.67 per case per 14 days

Cases in SLC inventory	1 - 28 days from receipt/transfer	\$ 0.00 per case per 14 days -1st 20,000 cases/month

Pallet packs in inventory	1 - 84 days from receipt	\$ 4.00 per pallet per 14 days
Pallet packs in inventory	85 – 182 days from receipt	\$10.75 per pallet per 14 days
Pallet packs in inventory	183 – 365 days from receipt	\$30.00 per pallet per 14 days
Pallet packs in inventory	366+ days from receipt	\$52.50 per pallet per 14 days

Any Pallet pack on an unsaleable status (e.g.: uncoded):		\$30.00 per pallet per 14 days

OUTBOUND ORDER PROCESSING/REPORTING:

Charged to: SLC

Consists of creating a packing slip, permanent adhesive labels for each in-state liquor store and licensee shipment, electronic shipping orders provided daily to suppliers summarizing the quantities of each product shipped.

Normal order processing: charged to SLC	\$ 0.12 per case
Manual non-Auto Orders: charged to Supplier/SLC	\$ 0.16 per case / \$25.00 min
Sub-pack 'Less then Full-Case' Picking: charged to SLC	\$ 0.54 per sub-pack unit

ACCESSORIAL SERVICE CHARGES:

ADVERTISING MATERIAL

Charged to: Suppliers

Handling:	\$ 0.80 per small carton
	\$ 2.15 per large carton
Storage:	\$ 0.55 per small ctn per month
	\$ 3.85 per large ctn per month
Shipping:	\$25.00 per outbound order

BLANKETS

Charged to: Blanket Supplier

Handling:	\$ 27.50 per blanket
Storage:	\$ 7.00 per blanket per month

EXTRA WAREHOUSE LABOR

Charged to: Suppliers/SLC

Labor used for handling services not included in the normal processing of a receipt or shipment, nor listed separately below.	Regular Time	\$ 38.50 per person/per hour
	Overtime	\$ 57.75 per person/per hour
	Sunday/Holiday	\$ 69.50 per person/per hour

EXTRA WAREHOUSE LABOR & EQUIPMENT

Charged to: Suppliers/SLC

Labor and equipment used for handling services not included in the normal processing of a receipt or shipment, nor listed separately below.	Regular Time	\$ 73.25 per person/per hour
	Overtime	\$ 89.50 per person/per hour
	Sunday/Holiday	\$ 99.00 per person/per hour

OFFICE SERVICE CHARGE

Labor used for office services and other unusual office or data information services not included in the normal administration of receipts, shipments, or inventory.

Regular Time
Overtime
Sunday/Holiday

Charged to: Suppliers/SLC
\$ 38.50 per person/per hour
\$ 57.75 per person, per hour
\$ 69.50 per person, per hour

ANNUAL PHYSICAL INVENTORY

\$ 0.10 per case
\$ 0.15 per case
\$ 0.10 per bottle

Charged to: SLC
Charged to: Suppliers
Charged to: Suppliers/SLC
Charged to: Suppliers

SPECIAL DOCUMENTATION RUNS

For the printing and forwarding of reports and/or invoices available electronically.

\$30.00 per run

FACSIMILE CHARGE

Charged to: Suppliers
1.00 per page

DESTRUCTION OF INVENTORY

Minimum charge invoked for immediate destruction of small lots. The minimum will be waived if we are allowed to accumulate product until we have a full load. Rate subject to change based on disposal fees and transportation costs.

Charged to: Suppliers/SLC
<56 cases per code \$ 4.25 per case
56+ cases per code \$ 3.35 per case
Minimum \$ 100 per order

LABELING:

Charged to: Suppliers/SLC

Labor and materials used to apply SLC code labels to uncoded cases.

<56 cases per code \$ 2.70 per case
56-99 cases per code \$ 2.15 per case
100-299 cases per code \$ 1.35 per case
300+ cases per code \$ 0.80 per case
Minimum per code \$ 15.00

RELABELING:

Labor and materials used to apply SLC code labels to coded cases.

Charged to: Suppliers/SLC
\$ 1.20 per case / \$ 15.00 min

DUPLICATE LABELS:

Labor and materials used to create labels that were not needed.

Charged to: Suppliers/SLC
\$ 0.35 per label

PALLET CHARGE

Charged to: Suppliers/SLC
\$ 10.00 per pallet

MINIMUM INVOICE CHARGE

Charged to: Suppliers
\$ 25.00 per monthly invoice

LIABILITY FOR CARE OF GOODS:

Applies to: Suppliers

For cases in its possession and for which it has issued a warehouse receipt for storage subject to applicable rates herein, the warehouseman shall be liable for loss or damage only when caused by his failure to exercise such care for them as a reasonably careful owner of similar goods would exercise, but, he shall not be liable for any loss or damage to the goods which could not have been avoided by the exercise of such care. The measure of liability of the warehouseman shall, in all cases, be limited as to each package to a value not exceeding **\$85.00** per case. "Full value" insurance can be purchased at a rate of \$0.25 per case per 14-day period. Catastrophic Loss is defined as any loss with a combined loss across suppliers and all products of \$50,000 or more. In the event of such loss, the Limit of Liability will be \$850 per NH Code per occurrence. All parties to this agreement will hold contractor harmless from liability for loss or damage over this amount.

INVOICE TERMS

Net Due, Finance Charges apply at an annual rate of 18% for uncollected funds at the end of each calendar month.

APPENDIX M
Relevant NH Revised Statutes/Administrative Rules

The liquor license application can be found at

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

A Vendor shall submit a completed application with its Proposal.

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>

and

CHAPTER 348
BONDED WAREHOUSES
Generally

Section 348:1

348:1 Licenses. – Any person, firm or corporation having a place of business within the state, which keeps and maintains for hire a warehouse for the storage of goods, wares, and merchandise of persons, firms or corporations, shall be a public warehouseman. A public warehouseman shall obtain an annual license from the secretary of state. The fee for such license shall be \$50. Whoever violates any provision of this section shall be guilty of a misdemeanor.

Section 348:2

348:2 Bond. – He shall give bond to the state for the faithful performance of his duties, in an amount and with sureties to be approved by the governor, and may appoint one or more deputies, for whose acts he shall be responsible.

The rules of the NHSLC are contained at:

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

APPENDIX N
SPECIFICATIONS FOR WAREHOUSES

HOW TO USE THIS DOCUMENT

The information presented within this document is designed to serve as a guide to the management warehouses who wish to do business with the NHSLC.

An overview of the data requirements and acceptable information processing systems may be found in Sections Two and Three. Further details concerning the information presented by this document, as well as additional information necessary to establish a warehousing contract with the NHSLC, may be obtained by contacting the Director of Marketing, Merchandising, & Warehousing at the following address;

N. H. Liquor Commission
P.O. Box 503
Concord, New Hampshire 03302-0503

DEFINITION OF TERMS

Beverage	Any beer, lager beer, ale, porter, wine, similar fermented malt or vinous liquors and fruit juices and any other liquid intended for human consumption as a beverage having an alcoholic content of not less than ½ of one percent by volume and not more than 6 percent alcohol by volume at 60 degrees Fahrenheit.
Book Inventory	The NHSLC maintains a computerized book inventory file which contains the quantities and descriptions of every liquor and wine held in a private warehouse. As incoming and outgoing shipments are recorded the book inventory file is updated. Warehouses must maintain a similar book inventory file.
Fiscal Year	The NHSLC Fiscal Year begins on July 1 and ends June 30th.
IT	Information Technology.
Liquor	All distilled and rectified spirits, alcohol, wines, fermented and malt liquors and cider, of over six percent alcoholic content by volume at sixty degrees Fahrenheit.
Physical Inventory	Each year at a date established by the NHSLC, private warehouses must physically count each case of liquor and wine stored at their location. A physical inventory report must be produced and sent to the NHSLC.
Purchase Orders	NHSLC Purchase Orders are issued to Vendors to replenish NHSLC Stock. Bailment Stock, purchased by the NHSLC to fill orders, is applied to Blanket Purchase Orders. Blanket Purchase Orders are assigned to bailment Vendors on a quarterly basis.
Saleable Unit	The unit which is sold at retail. Usually this is a bottle but may be multiple bottles when packaging dictates.
NHSLC Stock	Throughout this document, stock items stored at warehouses which are owned by the NHSLC, are referred to as NHSLC Stock.
NHSLC	New Hampshire State Liquor Commission
NHSLC Customers	NHSLC customers include retail and agency stores, on premise licensees and off premise licensees. Private citizens may also submit orders for specialty items to the NHSLC central office. On premise licensee are those businesses licensed by the NHSLC to sell liquor, beer, and wine to patrons for consumption at a specific location. (Lounges, Restaurants, Clubs) Off premise licensees are those businesses licensed by the NHSLC to sell beer and wine to customers for consumption at a location other than the place of business. (Grocery Stores, Markets). Agency stores are off premise licensees licensed to sell hard liquors. Warehouses may accept orders from on and off premise licensees and agency stores.
Sub-Pack	A shipping unit which is less than a whole case. Usually this is a saleable unit (bottle) except for nips (50ML) which is normally a sleeve which usually contains 10 or 12 bottles.

Vendor Stock	Liquor and wine Vendors may store any legal stock item at a warehouse. Normally Vendor stock held at a warehouse will have a brand code and will be approved for sale to the NHSLC. These approved stock items are commonly referred to as bailment stock. The NHSLC takes possession of bailment stock as it is needed to fill orders.
Warehouse	A storage facility authorized by the NHSLC to receive and ship alcoholic beverages in the State of New Hampshire.

1.0 Introduction to the NHSLC

1.1. General

The NHSLC is a revenue generating State agency that controls the sale and distribution of alcoholic beverages to consumers in the State of New Hampshire. Three major revenue generating functions are performed by the NHSLC.

The NHSLC as the Retailer

The NHSLC owns and operates one warehouse located in Concord, New Hampshire, and over 70 NHSLC Stores located throughout the State. The NHSLC also uses the contracted services of private warehouses.

Merchandise from the warehouses is shipped to the stores for sale to retail and wholesale customers.

The NHSLC as the Wholesaler

The NHSLC controls, sells, and distributes spirits and wine in bulk to restaurants, lounges and clubs (on premise and off premise licensees) and agency stores.

Items stored at the Concord warehouse and at warehouses are used to meet the needs of these licensees.

The NHSLC as the Tax Collector

Beer wholesalers pay a tax to the NHSLC for every gallon of beer they sell to on and off premise licensees in the State of New Hampshire. Beer sales in the State are carefully monitored by the NHSLC to ensure the correct amount of tax revenue is collected.

1.2. High Level Management of the Liquor Commission

Three Commissioners appointed by the Governor and Council of the State of New Hampshire, are entrusted with managing the affairs of the NHSLC. The duties charged to the Commissioners as well as the powers and functions of the NHSLC they superintend, are described in The State of New Hampshire LAWS AND REGULATIONS RELATIVE TO THE SALE OF LIQUORS, BEER AND WINE.

1.3. Revenue Generating Sections of the NHSLC

Division of Enforcement

The Division of Enforcement executes and enforces statutes enacted by the New Hampshire State Legislature and rules established under law by the NHSLC.

Any individual or organization that desires to manufacture, sell, or distribute alcoholic beverages within the State of New Hampshire must first be licensed to do so by the Bureau of Enforcement. Through the licensing process, the Bureau of Enforcement gathers information necessary to monitor and enforce statutes and rules and to ensure the proper licensing fees and taxes are paid to the State. Warehouses are expected to cooperate with the Bureau of Enforcement upon request.

Division of Marketing and Sales

The Division of Marketing and Sales carries out three major functions that make liquor and wine available to consumers in the State of New Hampshire.

Purchasing -To meet the demands of consumers, the NHSLC purchases on average over one million bottles of spirits and wine each month from manufacturers and Vendors. Many of the items are stored in warehouses.

Sales – The items purchased are made available to consumers through NHSLC Stores as well as the businesses licensed to sell alcoholic beverages to the general public. By acting as both retailer and wholesaler the Bureau of Marketing and Sales maintains firm control over the sale and distribution of liquor and wine in New Hampshire, thereby maximizing revenue to the State.

Warehousing and Transportation -All receipts and shipments that take place at a warehouse are carefully monitored by the Warehousing and Transportation Section to ensure that liquor and wine orders are promptly filled and delivered to NHSLC Stores, warehouses, and to NHSLC customers.

1.4. Business Support Sections of the NHSLC

The business support sections of the NHSLC are essential to the proper accounting, control, and distribution of products and information.

Financial Management -The Financial Management Section records all of the financial activities carried out by the NHSLC. Every activity from payment to Vendors to collection of licensee bills are carefully monitored and controlled by the Financial Management Section. Bidding Proposals and/or contracts with warehouses are subject to review and approval by the Financial Management Section.

Information Technology -The Information Technology Section is responsible for the effective planning, use, control, and processing of information required to support the NHSLC. Through the use of computers the Information Technology Section produces accurate and timely information and reports for the managers and personnel of the NHSLC. NHSLC Information Systems are maintained and operated by the Information Technology Section. The information systems used by warehouses must be approved by the Information Technology Section.

1.5. NHSLC Normal Warehousing Product and Information Flow

The NHSLC utilizes a warehousing system that includes a large warehouse located in Concord, New Hampshire and the contracted services of private warehouses.

Concord Warehouse -The Concord warehouse is owned and operated by the NHSLC. Most of the spirits and wines stored in the Concord Warehouse are owned by the Vendors and are distributed to New Hampshire NHSLC Stores and to NHSLC customers.

Private Warehouses – The NHSLC does business with privately owned warehousing facilities located throughout the State. The NHSLC may store NHSLC stock at their facility. Warehouses may also store Vendor owned stock making it readily available to the NHSLC. Warehouses may allow licensees to submit orders directly to the warehouse. These orders must be approved by the NHSLC prior to shipment.

All alcoholic beverages received and shipped at warehouses must be reported to the NHSLC and will be closely monitored. Appendix K describes the normal product and information flow between the NHSLC and warehouses.

2.0 Requirements

Appendix K describes DoIT requirements and references file layouts contained in Appendix P and sample reports contained in Appendix Q.

APPENDIX O
FIVE SAMPLE LABELS

05/16/11
Start of Invoice **14**
Total Cases

47 Invoice: 20441
LIQUOR STORE 47
LAHOUT SHOP PLAZA
165 MAIN STREET
LINCOLN NH

D257 05/16/11 Invoice: 20441 **3422** Pak 12
BEEFEATER 750ML

47 LINCOLN LAHOUT SHOP PLAZA 1 OF 14
74 7764 16000100 4229000 2133

P252 05/16/11 Invoice: 20441 **4261** Pak 6
CAPT MORGAN SPICED RUM 1.75L

47 LINCOLN LAHOUT SHOP PLAZA 14 OF 16
6 7500 1100214024261000210036

05/16/11 0257 - P252
Pallet Break 1 **14**
Cases

47 Invoice: 20441
LIQUOR STORE 47
LAHOUT SHOP PLAZA
165 MAIN STREET
LINCOLN NH

APPENDIX P
FILE LAYOUTS

Available Inventory

Field name	Start	Length	Comment
Transaction Code	1	2	"II"
Location	3	3	Right justified, zero filled 800 = Concord, 805 = LAW
Brand Code	6	6	Right justified, zero filled
Brand Description	12	40	
Shipping Container Code	52	20	Right justified, zero filled
Status	72	1	A" = Active "C" = Unsalable "D" = Delisted "H" = Held "K" = Broken "L" =Lost "M" = Miscoded/Not on File "N" = Broken Non-Saleable "R" = Restricted Product "S" = Suspended "U" Uncoded
Priority	73	1	1 = Highest 9 = Lowest
Quantity on Hand	74	7	Right justified, zero filled
Quantity Available	81	7	Right justified, zero filled
Quantity Code	88	1	"C" = Case "S" = Sub-pack "P" = Pallet
Selling Units	89	5	Right justified, zero filled
Gift Pack Code	94	6	
Vintage	100	4	CCYY
Vendor Number	104	8	Right justified, zero filled 80000000 = SLC @ Concord Warehouse 80500100 = SLC @ LAW Available 80500200 = SLC @ LAW ? 80500300 = SLC @ LAW ?
Movement	112	7	9(5)V99 format, right justified, zero filled average # cases sold per week at this time of year
Field name	Start	Length	Comment

APPENDIX P
FILE LAYOUTS

Credit Data

Field name	Start	Length	Comment
Transaction Code	1	2	"CD"
License Number	3	8	Right justified, zero filled. If a store number the format is: OOOsssOO where sss is the store number.
Status	11	1	"A" = Active "I" = Inactive "U" = Unknown "O" = Overdue
Credit Available	12	9	Right justified, zero filled.
Order Number	21	5	5 character order number or blank
Total		25	

Filename: CREDIT
Schedule: Hourly
Delete upon Pickup: No
FTP Command: get
Directory: out

APPENDIX P
FILE LAYOUTS

Order Header

Headers of new orders being placed at the fulfillment warehouse.

Field name	Start	Length	Comment
Transaction Code	1	2	"OH"
License Number	3	8	Right justified, zero filled If a store number the format is: OOOsssOO where sss is the store number.
Location	11	3	800 = Concord 805 = LAW
Order Number	14	5	Alpha / Numeric
Status	19	1	"A" = Approved "D" = Delete "H" = Hold "L" = Invalid Licensee "I" = Insufficient Funds "O" = On Order "T" = Time (Overdue)
Status Date	20	6	YYMMDD
Status Time	26	6	HHMMSS
Order Date	32	6	YYMMDD
Scheduled Ship Date	38	6	YYMMDD
Total Order Value	44	9	9(7)v99 (includes Process Charges) right justified, zero filled
Process Code	53	1	Blank = Normal "R" = Rush Order (Ready by 8 AM) "B" = Buy in "D" = Delete this order "Z" = Zero ship "C" = Online Customer
Process Charges	54	9	9(7)v99 right justified, zero filled
Carrier	63	8	Right justified, zero filled 00999999 = warehouse default ?? = Pickup by Licensee
Total Quantity	71	5	Right justified, zero filled
Total		75	

APPENDIX P
FILE LAYOUTS
Order Header CON'T

Filename: (HDRxxx HDXxxx) HDR = normal orders HDX = breakage orders
xxx = Source Location 000 = Headquarters 805 = LAW Warehouse

Schedule: Hourly

Delete upon Pickup: Yes

FTP Command: append

Directory: in

APPENDIX P
FILE LAYOUTS

Order Detail

Detail of new orders being placed at fulfillment warehouse. The OX version will also be used for the warehouse to send to the SLC a list of damaged goods ready to be shipped to a store and for the SLC to tell the warehouse where to ship the damaged goods.

Field name	Start	Length	Comment
Transaction Code	1	2	"OI" = normal order
License Number	3	8	Right justified, zero filled If a store number the format is: OOOsssOO where sss is the store number.
Location	11	3	800 = Concord 805 = Law
Order Number	14	5	Alpha / Numeric On DTX, blank from warehouse, SLC fills in
Brand Code	19	6	Right justified, zero filled
Quantity	25	6	Right justified, zero filled
Quantity Code	31	1	"C" = Case "S" = Sub-pack, default on DTX "P" = Pallet
Selling Units	32	5	Right justified, zero filled
Gift Pack Code	37	6	Left justified "G" = Gift pack
Vintage	43	4	CCYY
Alternate Acceptable	47	1	"Y" = Yes, default on DTX "N" = No (sell Units-Gift Pack-Vintage)
Line Item Entry Date	48	6	YYMMDD
Line Item Price	54	8	9(6)v99 Right justified, zero filled
Total		61	

Order Detail Cont.

Filename: (DTLxxx DTXxxx) DTL= normal orders DTX = breakage orders
xxx = Source Location 000 = Headquarters 805 = LAW Warehouse

Schedule: Hourly

Delete upon Pickup: Yes

FTP Command: append / get use append for files sent to the SLC

Directory: in / out

APPENDIX P
FILE LAYOUTS

Credit Header

This file is used to notify Headquarters of new orders to be accounted for in the CREDIT processing.

Field name	Start	Length	Comment
Transaction Code	1	2	"OH"
License Number	3	8	Right justified, zero filled If a store number the format is: OOOsssOO where sss is the store number.
Location	11	3	800 = Concord 805 = Law
Order Number	14	5	Alpha / Numeric
Status	19	1	"A" = Approved "H" = Hold "L" = Invalid Licensee "I" = Insufficient Funds "O" = On Order "T" = Time (Overdue) "D" = Delete
Status Date	20	6	YYMMDD
Status Time	26	6	HHMMSS
Order Date	32	6	YYMMDD
Scheduled Ship Date	38	6	YYMMDD
Total Order Value	44	9	9(7)v99 (includes Expedite Charges) right justified, zero filled
Process Code	53	1	"R" = Rush Order (Ready by 8 AM) "B" = Buy in "D" = Delete this order "Z" = Zero Shipped
Process Charges	54	9	9(7)v99 right justified, zero filled
Carrier	63	8	Right justified, zero filled 00999999 = warehouse default ?? = Pickup by Licensee
Total Quantity	71	5	Right justified, zero filled
Total		75	

APPENDIX P
FILE LAYOUTS

Credit Header CON'T

Filename: (CRDxxx) xxx = Fulfillment Location

800 = Concord Warehouse

Schedule: Hourly

805 = LAW Warehouse

Delete upon Pickup: No

FTP Command: append

Directory: in

APPENDIX P
FILE LAYOUTS

Price

This file contains the prices for a 10-day period. It includes a complete list of all brands for the first date (the day the job is run) and one record for each date where a change to one of the prices occurs for the following 9 days.

Field name	Start	Length	Comment
Transaction Code	1	2	"WP"
Brand Code	3	6	Right justified, zero filled
Effective date	9	6	YYMMDD
Retail Bottle	15	7	9(5)v99 Right justified, zero filled
Retail Case	22	7	9(5)v99 Right justified, zero filled
On premise store bottle	29	7	9(5)v99 Right justified, zero filled
On premise warehouse bottle	36	7	9(5)v99 Right justified, zero filled
On premise warehouse case	43	7	9(5)v99 Right justified, zero filled
Off premise store bottle	50	7	9(5)v99 Right justified, zero filled
Off premise warehouse bottle	57	7	9(5)v99 Right justified, zero filled
Off premise warehouse case	64	7	9(5)v99 Right justified, zero filled
Agency store bottle	71	7	9(5)v99 Right justified, zero filled
Agency warehouse bottle	78	7	9(5)v99 Right justified, zero filled
Agency warehouse case	85	7	9(5)v99 Right justified, zero filled
End Date	92	6	YYMMDD
Total		97	

Filename: PRICE

Schedule: 3 times Daily - Midnight, noon, 5PM

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Brand Master

Field name	Start	Length	Comment
Transaction Code	1	2	"BM" = Brand Master "BC" = Brand Changes
Brand Code	3	6	Right justified, zero filled
Status	9	1	"A" = Active "D" = Desisted "X" = eXceptional (limited but not allocated such as Christmas items) "S" = Suspended "R" = Restricted (Allocated)
Status Date	10	6	YYMMDD
Description	16	40	Long Description 40 Characters
Size Code	56	2	DSI size code
Proof	58	5	9(3)v99 format, Right justified, zero filled
Vendor Number	63	8	Right justified, zero filled
Selling Units per case	71	5	Right justified, zero filled
Weight Per Case	76	5	9(3)v99 format, Right justified zero filled
Class	81	3	DSI class code
Availability code	84	1	"A" = Retail "B" = Agency, On Premise "C" = Off Premise "D" = Special Order "E" = Retail, Agency, On Premise "F" = Retail, Off Premise "G" = Agency, On Premise, Off Premise "H" = Retail, Agency, On Premise, Off Premise "I" = Agency, On Premise, Special Order "J" = Agency, On Premise, Off Premise, Special Order "K" = Off Premise, Special Order
Ship Point	85	3	Ship Point Code
Cases Per Pallet	88	3	Right justified, zero filled.
Broker Number	91	6	Right justified, zero filled.
Units per physical case	97	5	Right justified, zero filled.
Origin	102	4	Left justified
Sub-Class	106	4	Specialty wines sub class codes

APPENDIX P
FILE LAYOUTS

Field name	Start	Length	Comment
Sub-Pack availability code	110	1	Alpha, who can purchase in sub-pack Blank = not available "A" = Retail "B" = Agency, On Premise "C" = Off Premise "D" = Special Order "E" = Retail, Agency, On Premise "F" = Retail, Off Premise "G" = Agency, On Premise, Off Premise "H" = Retail, Agency, On Premise, Off Premise "I" = Agency, On Premise, Special Order "J" = Agency, On Premise, Off Premise, Special Order "K" = Off Premise, Special Order
Units per sub-pack	111	3	Right justified, zero filled
Location Availability	114	1	Description A =CATEGORY 1 B =WAREHOUSE C =CATEGORY 2 D =CATEGORY 3 E =CATEGORY 4, WAREHOUSE F =CATEGORY 1, WAREHOUSE G =CATEGORY 4 H =CATEGORY 2, WAREHOUSE L =CATEGORY 3, WAREHOUSE <u>Category 1</u> = full distribution to all stores *Wines comprise top 325 retail codes <u>Category 2</u> = Limited distribution & specialty items *Wines next 326-750 retail <u>Category 3</u> = Limited distribution & specialty items *Wines last 751-1200 retail <u>Category 4</u> = Test market and new items *Wine all other listed retail wines <u>Warehouse</u> = items available in warehouse
Total		114	

Filename: BRAND

Schedule: 3 times Daily – Midnight, Noon, 5PM – Every time Brand setup is run

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Blanket Purchase Order

Field name	Start	Length	Comment
Transaction Code	1	2	"BP" Blanket Purchase
Vendor Number	3	8	Right justified, zero filled
PO Number	11	5	Right justified, zero filled
Ship Date	16	6	YYMMDD
Arrival Date	22	6	YYMMDD
Vendor Name	28	27	Left Justified
Total		54	

Filename: (BPOxxx) xxx = Fulfillment Location

800 = Concord Warehouse

Schedule: As needed

805 = LAW Warehouse

Delete upon Pickup: ?

FTP Command: get

Directory: out

APPENDIX P
SAMPLE REPORTS

Broker

Field name	Start	Length	Comment
Transaction Code	1	2	"BN" Broker Name
Broker License Number	3	8	Right justified, zero filled
Broker Name	11	27	Left Justified
Address (Line 1)	38	20	Left Justified
Address (Line 2)	58	20	Left Justified
City	78	15	Left Justified
State	93	2	
Zip	95	9	Left Justified
Total		103	

Filename: BROKERS

Schedule: Hourly

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Class

Field name	Start	Length	Comment
Transaction Code	1	2	"CL" Class
Class Code	3	3	
Class Description	6	40	Left Justified
Total		45	

Filename: CLASS

Schedule: 3 times daily – Midnight, Noon, 5PM

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Customer

Field name	Start	Length	Comment
Transaction Code	1	2	"NA" Name and Address
Number	3	8	Right justified, zero filled If a store number the format is: 000sss00 Where sss is the store number
Name	11	27	Left Justified
Address 1	38	20	Left Justified
Address 2	58	20	Left Justified
City	78	15	Left Justified
State	93	2	
Zip Code	95	9	Left Justified
Status	104	1	"A" Active "I" Inactive
Ups	105	6	Right justified, zero filled
		110	

Filename: LICENSEE

Schedule: Hourly

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Order Authorization

Field name	Start	Length	Comment
Transaction Code	1	2	"PA"
Brand Code	3	6	Right justified, zero filled
Quantity	9	5	Right justified, zero filled
Beginning Date	14	6	YYMMDD
End Date	20	6	YYMMDD
Authorization Date	26	6	YYMMDD
Total		31	

Filename: (AUTHxxx) xxx = Fulfillment Location

800 = Concord Warehouse

Schedule: As needed

805 = LAW Warehouse

Delete upon Pickup: ?

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Sub Class

Field name	Start	Length	Comment
Transaction Code	1	2	"SB"
Sub Class	3	4	
Description	7	40	Left Justified
Total		46	

Filename: SUBCLASS

Schedule: 3 times daily – Midnight, Noon, 5PM

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Size Code

Field name	Start	Length	Comment
Transaction Code	1	2	"SZ"
Size code	3	2	
Description	5	36	Left Justified
Gallonage	41	10	9(4)V999999 right justified, zero filled
Liters	51	12	9(9)V999 right justified, zero filled
Total		62	

Filename: SIZE

Schedule: 3 times daily – Midnight, Noon, 5PM

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Trucker

Field name	Start	Length	Comment
Transaction Code	1	2	"TR"
Number	3	8	Right justified, zero filled
Name	11	27	Left Justified
Address 1	38	20	Left Justified
Address 2	58	20	Left Justified
City	78	15	Left Justified
State	93	2	
Zip	95	9	Left Justified
Total		103	

Filename: TRUCKER

Schedule: Hourly

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

UPC

Field name	Start	Length	Comment
Transaction Code	1	2	"UP"
Brand Code	3	6	Right justified, zero filled
UPC	9	20	Right justified, zero filled
Total		28	

Filename: UPC

Schedule: ?

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Vendor

Field name	Start	Length	Comment
Transaction Code	1	2	"VN"
Vendor Number	3	8	Right justified, zero filled
Vendor Name	11	27	Left Justified
Address 1	38	20	Left Justified
Address 2	58	20	Left Justified
City	78	15	Left Justified
State	93	2	
Zip	95	9	Left Justified
Bailment Indicator	104	1	"Y" = Bailment purchase allowed "N" = No bailment purchase allowed
Total		104	

Filename: VENDORS

Schedule: 3 times daily – Midnight, Noon, 5PM

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Ship

FIELD NAME	START	LENGTH	COMMENTS
Transaction Code	1	2	"SI"
Ship Date	3	6	YYMMDD format
Brand Code	9	6	Right justified, zero filled
Quantity	15	5	Right justified, zero filled
Invoice Number	20	5	Right justified, zero filled
Licensee / Location number	25	8	Right justified, zero filled If a store number the format is: 000nnn00 Where nnn is the location (store/warehouse) number
Order Number	33	5	Alpha / Numeric
Sub-Pack Indicator	38	1	Alpha, assigned to determine what type of quantity is ordered "C" = Cases "S" = Sub-pack
Pack	39	5	Number of selling units per shipping unit Right justified, zero filled
Price	44	9	9(7)v99 Price per unit Right justified, zero filled
Total		52	

Filename: (SHIPxxx) xxx = Fulfillment Location

800 = Concord Warehouse

Schedule: Hourly

805 = LAW Warehouse

Delete upon Pickup: Yes

FTP Command: append

Directory: in

APPENDIX P
FILE LAYOUTS

Receive

Only applies to SLC product, not vendor product.

FIELD NAME	START	LENGTH	COMMENTS
Transaction Code	1	2	"RI"
Receive Date	3	6	YYMMDD format
Brand Code	9	6	Right justified, zero filled
Quantity	15	5	Right justified, zero filled
Invoice Number	20	5	Right justified, zero filled
Licensee / Location number	25	8	Right justified, zero filled If a store number the format is: 000nnn00 Where nnn is the location (store/warehouse number)
Total		32	

Filename: (RECVxxx) xxx = Receiving Location

Schedule: Hourly

Delete upon Pickup: Yes

FTP Command: append

Directory: in

800 = Concord Warehouse

805 = LAW Warehouse

0xx = store number

APPENDIX P
FILE LAYOUTS

AOLIST

FIELD NAME	START	LENGTH	COMMENTS
Day	2	3	DDD format 3 character day of week
Date	6	8	mm/dd/yy
Store	15	3	Right justified, blank filled
Store Open Hour	19	7	hh:mmxx wher xx = am or pm
Store Close Hour	27	7	hh:mmxx wher xx = am or pm
Total		3	

Filename: AOLIST

Schedule: Hourly

Delete upon Pickup: No

FTP Command: get

Directory: out

APPENDIX P
FILE LAYOUTS

Purchase

FIELD NAME	START	LENGTH	COMMENTS
Transaction Code	1	2	"PU"
Date	3	6	YYMMDD format
Brand code	9	6	Right justified, zero filled
Quantity	15	5	Right justified, zero filled
PO Number	20	5	Right justified, zero filled
Vendor Number	25	8	Right justified, zero filled
Sub-Pack Indicator	33	1	Alpha, assigned to determine what type of quantity is ordered "C" = Cases "S" = Sub-pack
Pack	34	5	Number of selling units per shipping unit Right justified, zero filled
Total		38	

Filename: (PURCHxxx) xxx = Fulfillment Location 800 = Concord Warehouse
Schedule: Hourly 805 = LAW Warehouse
Delete upon Pickup: Yes
FTP Command: append
Directory: in

APPENDIX P
FILE LAYOUTS

Affidavit

Only applies to cases purchased by the SLC. Vendor owned stock is between the warehouse and the vendor.

FIELD NAME	START	LENGTH	COMMENTS
Transaction Code	1	2	"AF"
Date	3	6	YYMMDD format
Brand code	9	6	Right justified, zero filled
Quantity	15	5	Right justified, zero filled
Affidavit number	20	5	Law – Lxxxx where xxxx is a warehouse assigned number right justified, zero filled
Trucker	25	8	If against a vendor leave blank otherwise use Law Warehouses = 00000022 Law Motor Freight = 00000028
Type	33	1	C=Carrier (used for claim against warehouse) V=Vendor
Reason code	34	2	01=VN SHORT – Missing in case, Mislabeled case or bottle, Repack 02=DAMAGED – Missing or leaking caps, Broken in case, Wrong proof 03=CONTENT – Foreign matter, Discolor 04=TASTE – Taste 05=LABELING – Missing label, Federal stamp or seal 06=BROKEN – breakage (only if type = C) 07=SHORT – lost or stolen cases (only if type = C) 08=VEND REQST – Return by vendors request
Time	36	4	Right justified, zero filled
Total		39	

Filename: (AFFDxxx) xxx = Fulfillment Location

800 = Concord Warehouse

Schedule: As needed

805 = Law Warehouses

Delete upon Pickup: Yes

FTP Command: append

Directory: in

APPENDIX P
FILE LAYOUTS

Summary

Each file transmitted must also have this summary file. It will contain only one record describing the file transmitted.

FIELD NAME	START	LENGTH	COMMENTS
Transaction Code	1	2	"ZZ" one of these records at the end of each transmission
Date	3	6	YYMMDD format
Key Code	9	6	Sum of each brand code's modulus 11 value, right justified, zero filled Inventory – Brand code Credit – License number Order Header – License number Order Detail – Brand code Credit Header – License number Price – Brand code Brand Master – Brand code Blanket PO – Vendor number Broker – Broker number Class – Class code Customer – Customer number Order Authorization – Brand code SubClass – zero Size - zero Trucker – Trucker number UPC – Brand code Vendor – Vendor number Ship – Brand code Receive – Brand code Purchase – Brand code Affidavit – Brand code
Quantity	15	10	Total quantity, Right justified, zero filled zero on files that do not have a quantity – Inventory – Quantity on Hand Credit – zero Order Header – Total quantity Order Detail - Quantity Credit Header – Total quantity Price – zero Brand Master – zero Blanket PO – zero Broker – zero Class – zero Customer – zero Order Authorization – Quantity SubClass – zero Size - zero Trucker – zero UPC - zero Vendor – zero

APPENDIX P
FILE LAYOUTS

FIELD NAME	START	LENGTH	COMMENTS
			Ship – Quantity Receive – Quantity Purchase – Quantity Affidavit – Quantity
Item Count	25	5	Number of items records in transmission Right justified, zero filled
Total		29	

Filename: (ffffxxxSUM) ffff= file prefix
(INV,HDR,HDX,DTL,DTX,CRD,BPO,AUTH,SHIP,RECV,PURCH,AFFD)
xxx = Fulfillment Location 800 = Concord Warehouse 805 = LAW Warehouse

Filename: (filenameSUM) filename = filename
(CREDIT,PRICE,BRAND,BROKERS,CLASS,LICENSEE,SUBCLASS,SIZE,
TRUCKER,UPC,VENDORS)

Schedule: As needed for each file sent

Delete upon Pickup: yes

FTP Command: append

Directory: in

APPENDIX P
FILE LAYOUTS

Warehouse Receipt

WAREHOUSE RECEIPT FILE			
FIELD NAME	START	LENGTH	COMMENTS
(TC) Transaction Code	1	2	char(2) "WR" (warehouse receipt)
(TimeRcpt) Receive Timestamp	3	16	"smalldatetime" format. The original date/time of this receipt (yyyy:mm:dd:hh:mm)
(Receipt) Unique Receipt Number	19	20	varchar(20)
(RcptLine) Receipt Line per SKU	39	5	varchar(5)
(Wstatus) Warehouse Status [additional statuses may be defined/added]	44	2	char(2) "RS" = Ready to Ship "AB" = Awaiting Broker action "AW" = Awaiting Warehouse action "AT" = Awaiting Interstate Transfer Out "DD" = In-Bound Damage Discovered "DW" = Damaged By Warehouse
(VendNum) Vendor Number	46	8	numeric
(NHCD) SLC Product Code	54	8	numeric Product code number assigned by the SLC, as maintained in the Core Brand file
(Pdescription) Product Name	62	40	varchar(40) The product name, as maintained in the Core Brand file
(Vint) Vintage	102	4	numeric
(G) Gift Pack Flag	106	1	bit [1 if Gift, 0 (zero) if non-gift packaging]
<i>More Fields, continued...</i>			
(GiftText)	107	20	varchar(20) meaningful Gift description
(UPC) Uniform Product Code	127	14	varchar(14) [Used if cases are received without required NH code tags, this field uses the bottle UPC to uniquely identify the item for tracking/proper NH tagging]
(QtyRcv)	141	5	numeric (For each SKU, the quantity

APPENDIX P
FILE LAYOUTS

WAREHOUSE RECEIPT FILE			
FIELD NAME	START	LENGTH	COMMENTS
Quantity received			received)
(PhysPack) bottles per case	146	5	numeric (Default is the Brand Master units per case; but this field is used for noting remainder quantities when cases are damaged; or noting total quantities in "bonus pack cases")
(SubPacks) Qty of sub packages in the case	151	5	numeric (normally equals PhysPack; with cases of nips or bundled gift packs this equals the QTY of individual nip sleeves or gift bundles in the case
(SubContent) Qty of sub packages in the case	156	5	numeric (use zero, for standard cases, or value of Qty of bottles in each sleeve or special subpack, 2-pack etc.
(SrcName) Source Supplier Name	161	30	varchar(30) The immediate previous source of this shipment (warehouse name and/or supplier)
(SrcOrigin) Source Supplier City/State	191	30	varchar(30)The immediate previous source city and state of this shipment
(SrcEmail) Source Supplier Email Address	221	30	varchar(30) Management Email Address of the immediate previous source
(SrcPhone) Source Supplier Phone Number	251	25	varchar(25) Management Phone Number of the immediate previous source
Total		276	

Filename: (xxxRCPTYYYYDDMMHH)

[xxx = Warehouse ID]

Schedule: Hourly **Delete upon Pickup:** no

FTP Command: put

APPENDIX P
FILE LAYOUTS

Perpetual Inventory

WAREHOUSE PERPETUAL INVENTORY FILE			
FIELD NAME	START	LENGTH	COMMENTS
(TC) Transaction Code	1	2	char(2) "PI" (P erpetual I nventory)
(TimeRcpt) Receive Timestamp	3	16	"smalldatetime" format. The original date/time of this receipt (yyyy:mm:dd:hh:mm)
(TimeReport) Report Timestamp	19	16	"smalldatetime" format. The current date/time of this receipt status report (yyyy:mm:dd:hh:mm)
(Receipt) Receipt Number	35	20	varchar(20) the warehouse's unique receiving reference number for this lot
(Wstatus) Warehouse Status [additional statuses may be defined/added]	55	2	char(2) Reasons for an "on hold" status "AB" = Awaiting Broker action (like unlabeled) "AW" = Awaiting Warehouse action "DD" = In-Bound Damage Discovered "DW" = Damaged By Warehouse
(VendNum) Vendor Number	57	8	Numeric SLC-assigned supplier/vendor number
<i>More Fields, continued...</i>			
(NHCD) SLC Product Code	65	8	numeric Product code number assigned by the SLC, as maintained in the Core Brand file
(Pdescription) Product Name	73	40	varchar(40) The product name, as maintained in the Core Brand file
(Vint) Vintage	102	4	numeric
(G) Gift Pack Flag	113	1	bit [1 if Gift, 0 (zero) if non-gift packaging]
(UPC) Uniform Product Code	114	14	varchar(14) Right justified, zero filled [Used when cases are received without required NH code tags, this field is use the bottle UPC to uniquely identify the item for tracking/proper NH tagging]
(QtyRcv) Quantity received	128	5	numeric Original Qty Received
			numeric The default is the Brand Master units per case; but this field is used for noting

APPENDIX P
FILE LAYOUTS

WAREHOUSE PERPETUAL INVENTORY FILE			
FIELD NAME	START	LENGTH	COMMENTS
(PhysPack) Units per physical case	133	5	remainder quantities when cases are damaged; or noting total quantities in "bonus pack cases"
(SubPacks) Qty of sub packages in the case	138	5	numeric (normally equals PhysPack; with cases of nips or bundled gift packs this equals the QTY of individual nip sleeves or gift bundles in the case
(SubContent) Qty of sub packages in the case	143	5	numeric (use zero, for standard cases, or value of Qty of bottles in each sleeve or special subpack, 2-pack etc).
(QtyBegin) Beginning Quantity	148	5	numeric Total beginning inventory
<i><u>More Fields, continued...</u></i>			
(QtyRsrvd) Quantity reserved	153	5	numeric Pre-pick Inventory reserved or "committed" to in-state orders, "on hold" for a status reason or being transferred out of state
(QtyShip) Quantity Shipped for SLC Sales	158	5	numeric Inventory QTY shipped out to fill customer orders;
(QtyTrans) Quantity Transferred Out	163	5	numeric Inventory QTY transferred Out of State
(QtyNonShip) Quantity not shippable	168	5	numeric Inventory QTY that is not shippable for any reason --damaged, on-hold etc.
(QtyAvail) Quantity Available	173	5	numeric The Net Inventory Available for Customer Orders
(QtyAdjst) Quantity Adjusted	178	5	numeric "Returns", etc.
(QtyEnd) Quantity shipped	183	5	numeric Total physical inventory on hand (total quantity on-reserve, not shippable and shippable).
(QtyVar) Activity Variance Calculation	188	5	numeric [math check for discrepancies in any value between QtyRcv, QtyBegin, QtyEnd from any "activity" in the other Qty fields. Value ought to compute to 0 zero].

APPENDIX P
FILE LAYOUTS

WAREHOUSE PERPETUAL INVENTORY FILE			
FIELD NAME	START	LENGTH	COMMENTS
Total		193	

Filename: (xxxPinvYYYYDDMMHH)

[xxx = Warehouse ID]

Schedule: Daily

Delete upon Pickup: no

FTP Command: put

APPENDIX P
FILE LAYOUTS

Order Status Transaction History

ORDER STATUS TRANSACTION HISTORY			
FIELD NAME	START	LENGTH	COMMENTS
(TimeReport) Report Timestamp	1	16	“smalldatetime” format. The current date/time of this receipt status report (yyyy:mm:dd:hh:mm)
(OrderNumber) Order System Order#	17	10	varchar(10) The unique order number assigned by the web system or SLC
(StatusNumber)	27	5	numeric correlated to StatusText field (next field) e.g., flexibly defined like: 1=order received, 2=order processed, 3=order being picked, 4=shipped, etc. [To be finalized based upon proposals]
(StatusText)	32	25	varchar(20) primarily for customer viewing and some SLC reporting --reserved for updated status text, e.g., order received, order on credit hold, credit updated, order being picked, items cut from order, etc.
(InvoiceNumber) SLC Invoice #	57	10	varchar(10) SLC invoice reference number
(CustLicense) License number	67	8	numeric SLC customer license number
(QTYC_R) Total Order QTY	75	5	numeric Total Cases requested for the entire order
(QTYB_R) Total Order QTY	80	5	numeric Total Bottles/Subpacks for the entire order
(Value_R) Total Order Value	85	10	numeric Total Value of the original order
<i>More Fields, continued...</i>			
(SLCcredit) Available SLC Credit	95	10	numeric The value of “available credit” at the time the order originated
(SLCcreditNet) Available SLC Credit	105	10	numeric The value of “available credit” after the order was processed
(QTYC_P) Total Order QTY Picked	115	5	numeric Total Cases Picked for the entire order

APPENDIX P
FILE LAYOUTS

ORDER STATUS TRANSACTION HISTORY			
FIELD NAME	START	LENGTH	COMMENTS
(QTYB_P) Total Order QTY Picked	120	5	numeric Total Bottles/Subpacks Picked for the entire order
(Value_P) Total Order Value	125	10	numeric Total Value of the Order as Picked
Total		135	

Filename: xxxOrdHistYYYYMMDDHH

[xxx = Warehouse ID]

Schedule: Hourly

Delete upon Pickup: No

FTP Command: Put

**APPENDIX Q
RECEIVING REPORT**

Original Warehouse Receipt -- Non-Negotiable

Receipt: 8/16/10
Receipt: 30080281

Date: 8/17/10
Time: 7:29:50

Inventory Received at Law Warehouses, Inc.
Nashua, NH 03063

P.O. #: INV #40279
Note:

Page: 1

Customer: ULTRA BEVERAGE COMPANY LLP
44 CHENNEL DRIVE
CONCORD, NH 03301

9165
25427
8/19
ad

Shipped from: LIGURO ST 1
CONCORD NH

Type : CANCELLATION

Truck #:

Seal #:

Pro #:

Acct. No. 9165

S/LC Code	Qty	Description	Size	Pk	U/Pk	G	Vint	C	Location	Ln#
12127	4	WILD ROCK CUPID ARROW PNT NR CRAAGY RNSE	750ml	C	12				5 B 55 D	1
38467	3	BERTIOL PROSECCO DI CONGLIANO SPUMANTE	750ml	C	12				5 F 762 B	2

7 Total

Handwritten signature/initials in a circle: KANU, KANU

Faint background stamp: LAW WAREHOUSES

To be delivered to party as designated by owner upon the payment of
all storage, handling, and other charges due per prior agreement.

Receipt Code: C=Unsaleable, D=Delisted, H=Credit Hold, K=Broken
M=Miscoded, S=Hold/Suspend, U=Uncoded

Law Warehouses, Inc.

Handwritten signature
(Authorized Signature)

Substitution: Original-Holder, Copy 1-Law Warehouses, Copy 2-MHSLC

**APPENDIX Q
PACKING SLIP**

COPY 1

Shipped Ex: Law Warehouses, Inc. 27 Airport Road Nashua, NH 03063	PACKING LIST	Page: 1 Invoice: 42703
	Carrier: LAW MOTOR FREIGHT	Ship date: 8/24/10
Account #: 80500100 NH STATE LIQUOR COMMISSION P.O. BOX 503 CONCORD, NH 03301	Consignee: 1700 LIQUOR STORE 17 FRANKLIN SHOPPING CT 880 CENTRAL ST FRANKLIN, NH 03235	

CODE	SHIP	DESCRIPTION	R	CODE	SHIP	DESCRIPTION
		UNIT SIZE VINT G				UNIT SIZE VINT G
388	3 B	SMIRNOFF 80 PROOF 1 liter	4678	3 B	COURVOISIER VS COGNAC 1 750ml	
438	3 B	LICOR 43 VANILLA LIQUEUR 1 750ml	5847	3 B	GODIVA CHOCOLATE LIQUEUR 1 750ml	
485	1 B	SEAGRAMS 7 CROWN 1 liter	5890	3 B	GODIVA WHITE CHOCOLATE LI 1 750ml	
497	3 B	CAPT MORGAN SPICED RUM 1 liter	6688	3 B	CH ST JEAN CHARDONNAY SON 1 750ml	
549	1 B	DEKUYPER LUSCIOUS MELON D 1 liter	6896	3 B	STERLING MERLOT 1 750ml	
598	1 B	STOLICHNAYA OHRANJ 1 liter	38370	3 B	OYSTER BAY SVGN BLANC MAR 1 750ml	
599	1 B	STOLICHNAYA RAZBERI 1 liter	538	1 C	AMARETTO DISARONNO 12 375ml	
807	1 B	JIM BEAM 1 liter	1233	3 C	JACK DANIELS NO 7 BLACK 6 1.75l	
889	1 B	DEKUYPER SOUR APPLE PUCKE 1 liter	1235	1 C	JACK DANIELS NO 7 GREEN 12 750ml	
903	1 B	BOMBAY SAPPHIRE GIN 1 liter	1545	1 C	GENTLEMAN JACK 12 750ml	
904	1 B	MALIBU RUM 1 liter	1634	1 C	THE FAMOUS GROUSE SCOTCH 6 1.75l	
971	3 B	SAUZA EXTRA GOLD TEQUILA 1 liter	2143	2 C	CANADIAN MIST 6 1.75l	
2426	3 B	THE GLENLIVET 15 YR OLD F 1 750ml G	2424	2 C	CANADIAN HUNTER WHISKY 6 1.75l	
3353	3 B	THREE OLIVES RANGTANG VOD 1 750ml	3243	2 C	BURNETTS VODKA 6 1.75l	
3462	3 B	ABSOLUT RUBY RED 1 750ml	3329	1 C	SEAGRAMS EXTRA SMOOTH VOD 6 1.75l	
3936	1 B	STOLICHNAYA VODKA 1 liter	3522	1 C	PLATINUM 7X DISTILLED VOD 6 1.75l	

APPENDIX Q SHIPPING LABELS

Shipping Labels

Every case shipped to a SLC store or SLC customer must have this label on it. Store labels must be yellow/white and customer labels must be blue/white.

This picture is the minimum requirement. Should a warehouse need additional information, it may be added providing the basic format is not compromised and the new format is approved by the SLC.



APPENDIX Q
SHIPPING REPORT

Shipped Ex: Law Warehouses, Inc., 27 Airport Rd, Nashua, NH, 03063. Shipping Order No. L08249
 Date: 8/24/10 Page: 1
 Count: 60 ADAMBA IMPORTS INTL INC Consignee: NH State Liquor Commission
 585 MESEROLE ST P.O. Box 503
 BROOKLYN, NY 11237 Concord, NH 03301
 (603) 271-3781

Shipped	SLC Code	Description	Size	P	Unit	Vint	G	Receipt	Line	PO No.
8		3401 VESICA VODKA	1.75l	C	6			30060067	1	25356
8		Total Shipped								



Compare this shipping order with your purchase orders. All items not listed above should be deleted
 due to insufficient stock in our warehouse. Reorder deleted items if desired.
 str: Blue-DP, Pink-Vendor, Canary-SLC, Gold-DP

APPENDIX Q PHYSICAL INVENTORY REPORT

LAW Warehouses, Inc.
Alcoholic Beverage Quantity Adjustments by Account
Physical Inventory 2011

Account	Status	Account Name/Code Description	Size	Increases		Decreases		Total Change		Original Book		Adjusted Book	
				Codes	Quantity	Codes	Quantity	Codes	Quantity	Codes	Quantity	Codes	Quantity
60	*	ADAMBA IMPORTS INTL INC											
60		3401 C VESICA VODKA	1.75L				1-						
60	*	ADAMBA IMPORTS INTL INC	TOTALS			1	1-	1	1-	3	271	3	270
100	*	ADMIRAL WINE & LIQUOR CO.											
100	*	ADMIRAL WINE & LIQUOR CO.	TOTALS							1	8	1	8
425	*	AUSA PACIFIC LLC											
425		10824 C STANLEY LAMBERT CHARDONNAY THOUSAND WORD	750mL		1								
425		10825 B STANLEY LAMBERT GSM THREES COMPANY	750mL				2-						
425		10825 C STANLEY LAMBERT SHIRAZ FAMILY TREE	750mL				1-						
425	*	AUSA PACIFIC LLC	TOTALS	1	1	2	3-	3	2-	14	115	13	113
480	*	BACARDI USA INC											
480		126 C GREY GOOSE VODKA	Liter				6-						
480		128 C GREY GOOSE LE CITRÓN VODKA	Liter		6								
480		508 C BACARDI SUPERIOR LIGHT RUM	Liter				1-						
480		803 C BACARDI GOLD RUM	Liter				1-						
480		903 B BOMBAY SAPPHIRE GIN	Liter		1								
480		2614 C DEWARS SPECIAL RSV 12-YEAR OLD SCOTCH	1.75L		1								
480		3857 C GREY GOOSE VODKA	1.75L		1								
480		3961 B GREY GOOSE LA POIRE VODKA	750mL		2								
480		4196 C BACARDI DRAGON BERRY RUM	750mL		1								
480		4200 C BACARDI GRAND MELON	750mL		1								
480		4204 C BACARDI COCO ORIGINAL COCONUT RUM	750mL				1-						
480		4214 C BACARDI O ORANGE RUM	750mL		1								
480		4223 C BACARDI GOLD RUM	1.75L		1								
480		4229 C BACARDI SELECT	1.75L				1-						
480		4232 C CASTILLO SILVER LABEL RUM	Liter				1-						
480		4242 C CASTILLO GOLD LABEL RUM	1.75L		1								
480		4243 C BACARDI SUPERIOR LIGHT RUM	1.75L		1								
480		4316 C BACARDI PEACH RED RUM	750mL		1								
480		5074 C BACARDI COCKTAILS PINA COLADA	1.75L		1								
480		5214 C BACARDI PARTY DRINKS RUM RUNNER	1.75L				2-						
480		5312 C AMARETTO DISARONNO	750mL		1								
480		7345 C M & R ASTI	750mL		2								
480		7978 C M & R EXTRA DRY VERMOUTH	750mL				1-						
480	*	BACARDI USA INC	TOTALS	15	22	8	14-	23	8	190	22,030	189	22,038
516	*	BANFI PRODUCTS CORP											
516		6234 C CONCHA Y TORO CABERNET SVGN/MERLOT FRONT	1.5L		1								

APPENDIX Q
PHYSICAL INVENTORY REPORT

Law Warehouses, Inc.
Original SUD Inventory as of 3/27/11

New Hampshire SLC Claims Customer #: 80500200

Code	SLC Sts	Law Sts	Description	Size	P	Units	G	Receipt#	Line#	Rec Date	Quantity
307			HENNESSY VS COGNAC	200mL	C	48		31030335	1	3/17/11	1
812			JAGERMEISTER LIQUEUR	Liter	C	12		31010256	1	1/14/11	1
1355			KNOB CREEK BOURBON	50mL	B	6		31010457	1	1/26/11	1
2433			CROWN ROYAL X R EXTRA RARE	750mL	B	1		30060074	1	6/04/10	3
3243			BURNETTS VODKA	1.75L	C	6		30060105	2	6/07/10	1
3281			STOLICHNAYA GALA APPLIK APPLE VODKA	750mL	B	1		30040225	1	4/12/10	1
3612			TAAKA VODKA	1.75L	C	6		30040349	1	4/20/10	1
3694			STOLICHNAYA RAZBERI	750mL	C	12		31030169	1	3/09/11	1
3762			PATRON SILVER TEQUILA	50mL	B	6		31010457	3	1/26/11	1
4245			BACARDI SUPERIOR LIGHT RUM	750mL	C	12		31010252	1	1/14/11	1
4638			HENNESSY VS COGNAC	375mL	C	24		30080179	1	8/11/10	1
4796			CARAVELLA LIMONCELLO	750mL	B	1		30120164	1	12/8/2010	3
6234			CONCHA Y TORO CABERNET SVGN/MERLOT FRONT	1.5L	C	6		30080184	1	8/11/10	1
6420			R M WOODBRIDGE CHARDONNAY CAL	750mL	C	12		30090338	1	9/20/10	1
6498			FRANZIA CHABLIS OLD WORLD CLSC TAP	5L	C	4		31020066	1	2/04/11	1
6938			VENDANGE CHARDONNAY	1.5L	C	6		30090278	1	9/16/10	3
7878			ALLENS COFFEE BRANDY	1.75L	C	6		30090126	1	9/09/10	1
8370			CHI-CHI'S MARGARITA	1.75L	C	6		31020250	2	2/16/11	1
8670			ARROW COFFEE BRANDY	1.75L	C	6		30050013	1	5/03/10	1
10715			CONCHA Y TORO CASILLERO DIABLO RSV PRIVD	750mL	C	12		31010097	1	1/06/11	1
10723			R M WOODBRIDGE CHARDONNAY LIGHTLY OAKED	1.5L	C	6		30110284	1	11/12/2010	1
14184			CH MICHEL DE VERT LUSSAC ST EMILION	750mL	C	12		30070345	1	7/21/10	1
24592			VENDANGE CABERNET SVGN	1.5L	C	6		30050014	1	5/03/10	1
28312			GALLO COPPERIDGE MERLOT CALIF	1.5L	C	6		31030267	1	3/14/11	1
28658			R MONDAVI PINOT NOIR PVT SEL	750mL	C	12		30050317	2	5/24/10	1
28947			R M WOODBRIDGE MERLOT CAL	1.5L	C	6		31030164	1	3/09/11	1
31454			FOXHORN CHARDONNAY SE AUSTRALIA	1.5L	C	6		30070161	1	7/12/10	1
32054			GREG NORMAN CABERNET/MERLOT LIMESTONE	750mL	C	12		31030269	1	3/14/11	1
32670			COLUMBIA CREST MERLOT/CABERNET TWO VINES	750mL	C	12		30110224	1	11/10/2010	1
32670			COLUMBIA CREST MERLOT/CABERNET TWO VINES	750mL	C	12		31010456	1	1/26/11	1
32907			STERLING CHARDONNAY VNTRS CLTN CTRL CST	750mL	C	12		31010248	1	1/14/11	1
32969			ALICE WHITE SHIRAZ AUSTRALIA	1.5L	C	6		31020021	1	2/02/11	1
33038			BERINGER CHARDONNAY FOUNDERS EST CALIF	1.5L	C	6		30060300	3	6/17/10	1
33874			BELLA SERA PINOT GRIGIO DELLE VENEZIE	1.5L	C	6		30080239	2	8/13/10	1
35472			R M WOODBRIDGE PINOT GRIGIO CAL	1.5L	C	6		30080439	1	8/25/10	1
36378			MEZZACORONA PINOT GRIGIO TRENTO	1.5L	C	6		30070348	2	7/21/10	1
37158			MONTES MALBEC RSV COLCHAGUA CHILE	750mL	C	12		31010097	4	1/06/11	1
37828			YELLOW TAIL SHIRAZ/CABERNET AUSTRALIA	1.5L	C	6		30060302	2	6/17/10	1
38473			ADELSHEIM PINOT GRIS OREGON	750mL	B	1		30120449	1	12/22/2010	3
38850			RAVENSWOOD CABERNET SVGN VNTRS BLEND CAL	750mL	C	12		30090130	1	9/09/10	1
39282			CONCANNON PETITE SIRAH CONSERVANCY CNTRL	750mL	C	12		31020250	1	2/16/11	1
41633			TWO PRINCES NAHE	750mL	B	1		31030333	1	3/17/11	1
45535			CITRA PINOT GRIGIO	1.5L	C	8		30070351	1	7/21/10	1
46424			HOB NOB PINOT NOIR VDP D'OC	750mL	C	12		30100498	2	10/27/2010	1

Total: 52