

From: Craig W. Bulkley
To: 'Brian Law'
Cc:
Subject: RE: Transportation RFP

From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]

Sent: Friday, October 11, 2013 2:29 PM

To: Craig W. Bulkley

Subject: Transportation RFP

Craig: Please return our \$50,000 bidder's bond.

Brian

From: Craig W. Bulkley
To: 'Brian Law'
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Brian – we are publishing a clarification this afternoon that asks vendors to use the 50 case per pallet. We are also providing a revised Appendix M that eliminates the 44 case and 60 case pallet and substitutes the 50 case pallet.



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
 (603) 230-7008
FAX (603) 271-3897
Cell: (603) 490-1559
 cbulkley@liquor.state.nh.us

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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]

Sent: Tuesday, April 16, 2013 12:05 PM

To: Craig W. Bulkley

Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Hi Craig: We've moved ahead based upon the RFP clarification as 50 makes more sense than 44 or 60, so we are inserting a 50 case pallet calculation and are building our schedule accordingly.

Brian

From: Brian Law

Sent: Monday, April 15, 2013 2:37 PM

To: 'Craig W. Bulkley'

Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: The April 12th clarification says Exel will build 50 case pallets, yet Appendix M has a column for 44 case pallets and a column for 66 case pallets. I had started by inserting a calculation to come up with pallets based on 50 case per pallet, but then I thought I might be violating how I was supposed to create the loads. How should we proceed?

Thanks - Brian

From: Craig W. Bulkley [<mailto:cbulkley@liquor.state.nh.us>]

Sent: Monday, April 15, 2013 12:02 PM

To: Brian Law

Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Brian – we will be publishing Appendix M in excel later today.

Please note the Clarification already posted today regarding the date issue.



Please consider the environment before printing this e-mail.

Craig W. Bulkley

Chief of Administration

NH State Liquor Commission

☎ (603) 230-7008

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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]

Sent: Friday, April 12, 2013 3:10 PM

To: Craig W. Bulkley

Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Please release the revised Appendix M in Exel format.

Thanks - Brian

From:	Brian Law <brianlaw@lawwarehouses.com>
To:	Craig W. Bulkley
Cc:	
Subject:	Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

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To: Craig W. Bulkley

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To: Craig W. Bulkley
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Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

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From: Craig W. Bulkley [<mailto:cbulkley@liquor.state.nh.us>]
Sent: Monday, April 15, 2013 12:02 PM
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To: Craig W. Bulkley
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Thank you. I do not see the clarification yet, but we will keep an eye out for it.

From: Craig W. Bulkley [<mailto:cbulkley@liquor.state.nh.us>]
Sent: Monday, April 15, 2013 12:02 PM
To: Brian Law
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

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Thanks - Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

My apologies:
May 5th – 9th or May 12th – 16th
Oct 6th – 10th or Oct 13th – 17th

From: Brian Law
Sent: Friday, April 12, 2013 2:53 PM
To: cbulkley@liquor.state.nh.us
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Is the second week of May: May 6th – 10th or May 13th – 17th
Is the second week of October: Oct 7th – 11th or Oct 14th – 18th

From: Craig W. Bulkley
To: 'Brian Law'
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Received; thank you



Please consider the environment before printing this e-mail.

Craig W. Bulkley
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FAX (603) 271-3897
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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Thursday, April 04, 2013 4:59 PM
To: Craig W. Bulkley
Cc: John Guerette; Lehmann, Suzan M. (slehmann@HASLAW.com)
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Following are additional questions and comments regarding RFP 2013-14.

March 29, 2013 Clarifications and Amendments:

Questions 4, 5, 12, 103, 104, 105 and 106: If all of these questions are “legal issue beyond the scope of the NHSLC” then within whose scope is it? Who will be responding to the question?

Questions 16: In our opinion this contract cannot be adequately performed utilizing manually operated pallet jacks due to the slopes from the trailer into several stores and due to the thresholds at lift-gate stores. We believe electric pallet jacks, which must be charged overnight, must be used to safely perform the functions of the contract. In addition, while deliveries are being performed, all pallet jacks are out on routes performing deliveries. Except for same day deliveries, the trailers being loaded will not be delivered until the next day. As such the operational procedure described is not feasible without having a significant redundancy in equipment, adding significant cost to the State, and without having a commitment from the warehouse provider to provide space and charging ability. Is this the NHSLC’s intent?

Question 19, 84, and 93: The answers to questions 84 and 93 are incorrect, as in most instances trailers are not dropped. To be clear, we believe the “drop” thresholds required by the NHSLC for these stores is as follows.

66 & 67: more than 8 pallets
50 & 69: more than 9 pallets
34 store: more than 15 pallets

The following stores we are unable to drop trailers at, due to their locations, however commonly have the following capacity issues requiring us to split deliveries across two loads:

60: can receive no more than 16 pallets per delivery.

32: can receive no more than 8 pallets

55: can receive no more than 8 pallets.

Questions 27, 58, 61, 62: The intent of these questions remains unanswered. What is the NHSLC's vision, even if answered in narrative form, for having sufficient personnel, equipment and resources available to efficiently receive all deliveries?

Question 29 and April 2nd Q18: The NHSLC's intended vision for the electronic proof of delivery technology it expects the Vendor to use, and how it will interface with the NHSLC stores, NHSLC HQ, and Exel remains unclear. This is a significant cost item and one which requires significant research. Please provide an example of the technology in use which the NHSLC seeks to utilize. Does Exel have the technology the NHSLC requires the transportation vendor to use to meet this requirement?

Question 41: Please provide the excel rate template to be used to financially score each proposal so the bidders understand how the rate proposals will be scored.

Question 56, 90: We believe it is important to clarify for all bidders that many stores accept delivery before their scheduled "open". Please confirm that this practice will continue.

Question 65: Incorrect, the driver does not wait for a case count. Please advise whether this practice will continue or whether this is a change in procedure.

Question 66 and 121: Incorrect, currently no stores receive weekend delivery.

Question 68: Incorrect, the warehouses load the trailers for shipment the day prior to delivery.

Question 85: Stores 34 and 49 also regularly have box trailers staged at the store.

Question 94: Incorrect, delivery schedules are dynamically created and, thus, store delivery times vary widely during the week and from week to week depending upon volumes.

April 2, 2013 Clarifications and Amendments:

Questions 35, 46 & 50: These answers have changed since yesterday, and the answer to question 50 is incorrect. Orders received on or before 2335 are for next day picking, not next day delivery. Only a few stores receive next day delivery. The operational timeframe indicated for the yard man does not provide an understanding of how loads will be released throughout the day, especially in light of the fact that there is a significant possibility that the Vendor will be

handling licensee orders and the contract may provide for loads to contain both store and licensee deliveries. The changing answers to operational questions such as this make it very difficult to understand how the new operation will function. Please create a narrative defining the new weekly operation of the warehouse and the transportation provider.

Question 63: Does this requirement pertain to Exel as well?

Question 63: This question indicates that the Exel facility will be open after 8:00pm Sunday night. Will Exel be picking orders Sunday night?

Question 63: Why must all equipment be removed from the Exel site over the weekend?

Question 122: Please define "chimney loaded" and the expected average cases per pallet. Does the NHSLC envision as a result of pallets being "chimney loaded" that the yard driver will be able to count every case on the pallet? Based upon our interpretation of "chimney loaded", we have great concerns about the stability of the pallets during transport and unloading, and question the operational feasibility of having the driver count every pallet prior to loading. Please define the NHSLC's expectation in this regard, to include how the driver would check against an electronic manifest for each pallet.

April 3, 2013 Clarifications and Amendments

The narrative describing the week and the data in Appendix M is incorrect. Monday and Tuesday picking is highest due to the replenishment of weekend sales making Tuesday and Wednesday deliveries significantly higher than Monday and Friday. The days of the week have significant variances. To set Tue through Fri as the same volume significantly distorts the actual delivery profile.

	<u>App M</u>	<u>Actual 2013</u>
73-Mon 12/1/14	1666	672
73-Tue 12/2/14	555	498
73-Wed 12/3/14	555	1116
73-Thu 12/4/14	555	981
73-Fri 12/5/14	555	434

The April 3rd amendment states: "Please provide us with the routes you design and the calculations and factors used to create your per case cost. In other words, please show your work." It is unclear how bidder's must respond. Are you requiring a load by load delivery schedule for each day of the year? Please define how bidders are expected to respond to this amendment in their proposals.

Thanks - Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkey
Cc:
Subject: Law - FW: Duplicate Out-of-State Orders

I don't see you on these emails so am copying you just so you know about the on-going issue all parties are working together to resolve.

From: Richard A. Racicot [<mailto:rracicot@liquor.state.nh.us>]
Sent: Wednesday, April 03, 2013 8:46 AM
To: Jeff Malone
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

Jeff,

I am making inquiries and will advise as soon as I have some answers.

Richard A. Racicot
Systems Development Specialist
NH Department of Information Technology
603-230-7031 (W) 603-271-2058 (F)
www.nh.gov/doi

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From: Jeff Malone [<mailto:JeffMalone@lawwarehouses.com>]
Sent: Tuesday, April 02, 2013 4:36 PM
To: Richard A. Racicot
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

WE have received another set of duplicates, this time for Charles Zoulias account number 36735. The order numbers are 1APGX and 1APGW, and the warehouse order numbers (782167 and 782168 respectively) are reversed as well.

I will delete one of the orders again, but this is getting fairly tedious and we cannot guarantee that we will be able to catch each of these errors going forward. Is there any word of a resolution from WEI?

Jeff Malone
IT Manager
(603)630-3437

From: Jeff Malone
Sent: Tuesday, April 02, 2013 11:41 AM
To: 'Richard A. Racicot'
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

Done.

It is worth noting that in line with the delay mentioned by WEI in your below e-mail, there is an interesting order number situation that is also consistent among all of

these duplicates: In each case the sequence of web order number and warehouse order number is reversed.

In the most recent case for example, web order number 1APFX had warehouse order number 782133 while 1APFY had warehouse order number 782132, so the order written to the warehouse system first is the second web order while the first web order is written second.

There have been no changes to any of the portions of our system involving order processing at any point recent enough to cause this sudden change in behavior, and we have no indications of networking conditions that would cause a problem. Additionally, we are not seeing any of this behavior with licensee web orders or those orders not sent by the web; the problem is strictly limited to type 11 and 12 orders sent by the web in the past 24 hours. Perhaps this information will assist WEI in locating the root of the trouble.

Jeff Malone
IT Manager
(603)630-3437

From: Richard A. Racicot [<mailto:rracicot@liquor.state.nh.us>]
Sent: Tuesday, April 02, 2013 11:30 AM
To: Jeff Malone
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

Jeff,

Please remove 1APFY.

Richard A. Racicot
Systems Development Specialist
NH Department of Information Technology
603-230-7031 (W) 603-271-2058 (F)
www.nh.gov/doi

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From: Jeff Malone [<mailto:JeffMalone@lawwarehouses.com>]
Sent: Tuesday, April 02, 2013 11:24 AM
To: Richard A. Racicot
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

We believe we have located the second test order, Order #1APEC, and it is a Type 11. We have deleted the order so it will not be processed.

This morning we have received a Type 12 out-of state order for account 40435 that was not duplicated, but we also received a type 11 for account number

34535 that was duplicated with orders 1APFX and 1APFY. Please let us know which order you would like to have removed from our system.

Jeff Malone
IT Manager
(603)630-3437

From: Jeff Malone
Sent: Tuesday, April 02, 2013 9:55 AM
To: 'Richard A. Racicot'
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

Just to confirm, they indicate that two test orders were placed last evening but I was only able to find one, which was deleted. Can we confirm that they believe they placed two type 12 test orders? Is it possible that the second test order was not type 12, and still needs to be located and removed?

Jeff Malone
IT Manager
(603)630-3437

From: Richard A. Racicot [<mailto:rracicot@liquor.state.nh.us>]
Sent: Tuesday, April 02, 2013 9:00 AM
To: Jeff Malone
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette; Ronald J. Jones
Subject: RE: Duplicate Out-of-State Orders

All,

Below is the information I have received from WebWEI.

To follow up on our end of day conversation (monday - Rick&Mike)...

There are two test orders under MS Walker that we "approved" into Law tonight. Please remind them to prevent them from going further into processing.

We could not duplicate the issue and we need to monitor the broker orders tomorrow.
Tonight we will disable the "Approve" / "Deny" hyperlinks within the old email system that send broker orders to the NHSLC customer service and Kath McCabe. [They will continue to get these emails to act as Alerts each time that a broker places an order. However, they will need to use exclusively the Broker Order tool within the web Control Panel. Everyone in customer service was reminded of this anyway a couple of weeks ago].

By eliminating one possible source of duplication, we will be able to focus upon a single possible cause.

Julian and I attempted to duplicate the issue from the old Email hyperlink approval tool as well as the Control Panel -Broker Order form. Even with simultaneous clicking on the same order at the same time, the system prevented one of us from submitting the same order to Law.

A weird log exists from earlier today on the MS Walker event. The warehouse received 2 orders from the web, but they processed the orders about 9 minutes from each other. It is odd that such a duplication could be caused, and possibly meaningful that such a time gap should also exist.

WebWEI has not as yet discovered the cause of the duplication and so we cannot say with absolute certainty that there will not be a recurrence of the duplication. Please exercise your best due diligence while this problem is being traced.

Richard A. Racicot
Systems Development Specialist
NH Department of Information Technology
603-230-7031 (W) 603-271-2058 (F)
www.nh.gov/doit

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From: Jeff Malone [<mailto:JeffMalone@lawwarehouses.com>]

Sent: Monday, April 01, 2013 8:56 PM

To: Richard A. Racicot

Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette

Subject: RE: Duplicate Out-of-State Orders

Since we have run out of time before the cutoff I have gone ahead and deleted the orders I deemed appropriate, namely the test order submitted by WEI at 18:00, Order #1APDK, and Order #1APB6.

I believe we can assume based on the test order submitted by WEI which did not duplicate that the problem has been located and corrected, but if you could please confirm that we will not have further issues when you are able in the morning I would appreciate it.

Jeff Malone
IT Manager
(603)630-3437

From: Jeff Malone

Sent: Monday, April 01, 2013 4:43 PM

To: 'Richard A. Racicot'
Cc: MarketingData; Issues; Brian Law; John Guerette; Karen Wallington; Kip Gaudette
Subject: RE: Duplicate Out-of-State Orders

OK, will they be using a Test Broker account or will we need to manually delete each test order?

Also, since we are nearing the end of the day here, do you have any indication of what you would like us to do with the existing duplicate orders? There are currently the two previous MS Walker orders as well as a pair of duplicate Crush orders (1APDK and 1APDL) that have come in this afternoon.

If we need to delete some or all before processing we will need specific instruction from the SLC or WEI as to exactly which orders need to be deleted before the 7PM cutoff.

Jeff Malone
IT Manager
(603)630-3437

From: Richard A. Racicot [<mailto:rracicot@liquor.state.nh.us>]
Sent: Monday, April 01, 2013 4:34 PM
To: Jeff Malone
Cc: MarketingData
Subject: RE: Duplicate Out-of-State Orders

Jeff,

WebWEI will be putting in a few test broker orders in the next hour or so. They will be clearly marked as test orders and should NOT be processed.

Richard A. Racicot
Systems Development Specialist
NH Department of Information Technology
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From: Jeff Malone [<mailto:JeffMalone@lawwarehouses.com>]
Sent: Monday, April 01, 2013 3:12 PM
To: Richard A. Racicot
Subject: RE: Duplicate Out-of-State Orders

We noticed that as well, but it appears that the customers did receive confirmation e-mails for both the 'first' and 'second' orders, which is how we were notified of the issue. Looks like the duplicates were probably created by some sort of retry or recovery process on the web, since they do have separate web

order numbers and were confirmed but were not recorded by the normal ordering process.

Jeff Malone
IT Manager
(603)630-3437

From: Richard A. Racicot
[<mailto:rracicot@liquor.state.nh.us>]
Sent: Monday, April 01, 2013 3:06 PM
To: Jeff Malone
Subject: RE: Duplicate Out-of-State Orders

Jeff,

Sorry for the delay in responding. Julian is checking into this at the moment.

Just as a side note ...I can look at the order status page for the website and can see both of the "first" orders for each broker but cannot see either of the "second" orders.

Richard A. Racicot
Systems Development Specialist
NH Department of Information Technology
603-230-7031 (W) 603-271-2058 (F)
www.nh.gov/doit

"Innovative Technologies Today for New Hampshire's Tomorrow"

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From: Jeff Malone [<mailto:JeffMalone@lawwarehouses.com>]
Sent: Monday, April 01, 2013 1:34 PM
To: Issues
Subject: Duplicate Out-of-State Orders

MS Walker and Martignetti have both had duplicate Type 12 out of state orders entered into our system by the web in the past several hours.

The two MS Walker web order numbers are 1ApB6 and 1APB7 which came in at 11:16 with case counts of 144 and 219, neither of which match the original order case count. The two Martignetti orders are 1APBX and 1APBY which came in at 13:02 both with identical case counts of 32. Our CS has deleted the 1APBX order for Martignetti but the two MS Walker orders are outstanding.

Please look into what is causing this duplicate order issue as soon as possible and let me know what needs to be done with the existing orders to correct the error.

Jeff Malone
IT Manager, The Law Companies
27 Airport Road, Nashua, NH 03063
Office: (603)883-5531 x313
Cell: (603)630-3437

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkeley
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Thanks. The big 50.
Thanks for letting me know.
Happy Easter.
Brian

From: Craig W. Bulkeley [<mailto:cbulkeley@liquor.state.nh.us>]
Sent: Friday, March 29, 2013 4:17 PM
To: Brian Law
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Brian:

First, Happy Birthday.

Please see our web postings today for a response to your question.



Please consider the environment before printing this e-mail.

Craig W. Bulkeley
Chief of Administration
NH State Liquor Commission
☎ (603) 230-7008
FAX (603) 271-3897
Cell: (603) 490-1559
✉ cbulkeley@liquor.state.nh.us

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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Thursday, March 28, 2013 3:33 PM
To: Craig W. Bulkley
Cc: John Guerette; Brian Law; Lehmann, Suzan M. (slehmann@HASLAW.com)
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig:

Page 4, Section 1.2: In order to gain clarification on a number of issues we submitted a number of questions. Answers have not been received, and today is the vendor inquiry deadline. As a result, our opportunity to submit follow up questions required as a result of your answers also expires today. Please confirm that the NHSLC will accept and properly respond to additional questions generated as a result of published answers.

Thanks - Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc: John Guerette; Brian Law; Lehmann, Suzan M. (slehmann@HASLAW.com)
Subject: Law - Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

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Page 4, Section 1.2: In order to gain clarification on a number of issues we submitted a number of questions. Answers have not been received, and today is the vendor inquiry deadline. As a result, our opportunity to submit follow up questions required as a result of your answers also expires today. Please confirm that the NHSLC will accept and properly respond to additional questions generated as a result of published answers.

Thanks - Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc: Dawn Bureau; Newt Coryell; Steven Muise
Subject: Law - Store 60

Hi Craig: A driver informed me last night that store 60 is removing the dock leveler/elevator and when that happens it will no longer be a pallet store and instead will be a lift gate store. You may want to make that change while you're updating that exhibit for the RFP.

Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc:
Subject: Law - FW: Current Transportation Service Charges
Attachments:  20130326143230.pdf (83 KB)

Craig: Yes, both are correct.

From: Craig W. Bulkley [<mailto:cbulkley@liquor.state.nh.us>]
Sent: Tuesday, March 26, 2013 2:33 PM
To: Brian Law
Subject: Current Transportation Service Charges
Importance: High

Brian:

Can you please confirm that the attached Exhibit F from the current Transportation Services contract is correct?

Also, can you confirm that the current fuel surcharge is 7 cents per case?

Thank you.



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
☎ (603) 230-7008
FAX (603) 271-3897
Cell: (603) 490-1559
✉ cbulkley@liquor.state.nh.us

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EXHIBIT F

TRANSPORTATION SERVICE CHARGES

DELIVERY FROM TWO WAREHOUSES (NASHUA & CONCORD)

May 1, 2012 – December 31, 2012

	Weekday	Weekend/Holiday
Beverage Cases – Pallet Unload	\$0.60 per case	\$0.75 per case
Beverage Cases – Lift Gate Unload	\$0.75 per case	\$0.95 per case
Beverage Cases – Hand Unload	\$0.90 per case	\$1.15 per case
Supplies (Advertising/POS material), store supplies	No Charge	No Charge

January 1, 2013 – October 31, 2013

	Weekday	Weekend/Holiday
Beverage Cases – Pallet Unload	\$0.65 per case	\$0.80 per case
Beverage Cases – Lift Gate Unload	\$0.80 per case	\$1.00 per case
Beverage Cases – Hand Unload	\$0.95 per case	\$1.20 per case
Supplies (Advertising/POS material), store supplies	No Charge	No Charge

Fuel Surcharge:

State and Contractor agree that in the event the combined cost of diesel fuel and applicable diesel fuel taxes (hereinafter the “fuel cost”) shall equal or exceed \$2.25 per gallon for a period of thirty (30) days, as verified by documentation submitted by Contractor, then the transportation rate shall increase by \$0.01 per case. The transportation rate shall further increase by \$0.01 per case for each documented \$0.25 per gallon increase in fuel cost above \$2.25 per gallon which remains in effect for a period of thirty (30) days. If the fuel cost decreases below \$2.25 per gallon or below any additional \$0.25 per gallon increase in fuel cost, as the case may be, for a period of thirty (30) days, then the transportation rate increase shall not apply. The adjusted transportation rate as provided in this paragraph shall take effect the first of the next calendar month following the applicable thirty-day period of documented increased or decreased fuel cost. Contractor shall maintain records acceptable to the State, documenting its cost of diesel fuel and applicable diesel fuel taxes for vehicles used in providing the distribution services under this Agreement, which shall be subject to inspection by the State upon request.

From: Craig W. Bulkeley
To: 'Brian Law'
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Received; thanks



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
☎ (603) 230-7008
FAX (603) 271-3897
Cell: (603) 490-1559
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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Thursday, March 21, 2013 11:50 AM
To: Craig W. Bulkley
Cc: Brian Law; John Guerette
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Following are two additional questions regarding RFP 2013-14.

Page 29, Appendix C, Section 1b: The last sentence on the page states that the stores scheduled for delivery in that load shall be notified electronically **of the Product to be delivered** and the estimated time of delivery. The Transportation vendor will not have the specific product detail, simply the number of cases. Please confirm that when referring to the Product to be delivered this is intended to mean the number of cases and not a code by code quantity breakdown. In addition, please confirm that the schedule will follow the current practice of showing the appointment time for the first store and not an estimated delivery time for each and every store on the load.

Thanks - Brian

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc: Brian Law; John Guerette
Subject: Law - Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Following are two additional questions regarding RFP 2013-14.

Page 29, Appendix C, Section 1b: The last sentence on the page states that the stores scheduled for delivery in that load shall be notified electronically **of the Product to be delivered** and the estimated time of delivery. The Transportation vendor will not have the specific product detail, simply the number of cases. Please confirm that when referring to the Product to be delivered this is intended to mean the number of cases and not a code by code quantity breakdown. In addition, please confirm that the

schedule will follow the current practice of showing the appointment time for the first store and not an estimated delivery time for each and every store on the load.

Thanks - Brian

From: Craig W. Bulkey
To: 'Brian Law'
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Received; thank you



Please consider the environment before printing this e-mail.

Craig W. Bulkey
Chief of Administration
NH State Liquor Commission
☎ (603) 230-7008
FAX (603) 271-3897
Cell: (603) 490-1559
✉ cbulkey@liquor.state.nh.us

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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Thursday, March 14, 2013 4:30 PM
To: Craig W. Bulkey
Cc: John Guerette; Steven Muise; Lehmann, Suzan M. (slehmann@HASLAW.com); Newt Coryell
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Law Motor Freight bidders conference attendees:
Brian Law
John Guerette
Steve Muise
Suzan Lehmann

Thanks - Brian

From: Craig W. Bulkey [<mailto:cbulkey@liquor.state.nh.us>]
Sent: Wednesday, March 13, 2013 4:35 PM
To: Brian Law
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc: John Guerette; Steven Muise; Lehmann, Suzan M. (slehmann@HASLAW.com); Newt Coryell
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

From: Craig W. Bulkley [<mailto:cbulkley@liquor.state.nh.us>]
Sent: Wednesday, March 13, 2013 4:35 PM
To: Brian Law
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Yes



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
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Cell: (603) 490-1559
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Sent: Wednesday, March 13, 2013 4:34 PM
To: Craig W. Bulkley
Subject: RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Yes we saw that. Thank you. May we have 4 people attend and one will stand if necessary

Sent from my Verizon Wireless 4G LTE DROID

"Craig W. Bulkley" <cbulkley@liquor.state.nh.us> wrote:

Received; thank you.

Please note that the time of the vendor's conference on Monday, 3/18 has changed from 10 AM to 2 PM, same location. This change has been posted on our website.



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Wednesday, March 13, 2013 4:02 PM
To: Craig W. Bulkley
Cc: Brian Law; John Guerette; LAW-Jack Glow; Lehmann, Suzan M. (slehmann@HASLAW.com); Jack Law; Dawn Bureau; Newt Coryell; Steven Muise
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Following is our current list of questions regarding RFP 2013-14.

Page 2, Section 1.0, paragraph 12 and Page 9, Section 1.7, paragraph 1 and Page 9, Section 1.7.2 paragraph 1: Should the NHSLC waive a requirement, will such waiver be communicated to all bidders and will all bidders be given sufficient time to revise their proposal accordingly?

Page 3, Section 1., paragraph 1 and Page 11, Section 1.10.1 and page 45, Section 5.2: Should Exel not begin operation November 1, what will the effect be on this RFP or on the awarding of a contract should this occur following award of this contract?

Page 4, Section 1.2, paragraphs 1 & 4: The first paragraph refers to binding deadlines including the date/time of Proposal Award, however paragraph 4 refers to a period of months. What is the binding deadline for contract award?

Page 5, Section 1.3, Paragraph 3 and page 36, Appendix C, Specific Requirements, Section 11: The RFP defines the effective date as the date of Liquor Commission and Attorney General approval. Is Attorney General approval required by law? Is so, please specify the statute requiring Attorney General approval.

Page 5, Section 1.3, Paragraph 3: No mention is given to the requirement of Governor and Executive Council approval. Should the legislature pass legislation, such as HB686, that would require Governor and Executive Council approval of contracts of this nature could it apply to the award of this contract?

Page 10, Section 1.7.3, paragraph 1: The third to last sentence appears to be missing a word after the word "stores". I assume you mean store hours, which does not impact

delivery, however, to be clear, does this refer to some other factor that would impact delivery or impact the next sentence of the paragraph?

Page 10, Section 1.7.3, paragraph 1: The second to last sentence refers to the communication of a delivery window. Please confirm that the current practice of communicating the appointment time for the first liquor store on each load is the requested procedure.

Pages 10 & 11, Section 1.9, paragraphs 2 & 3 and page 31, Appendix C, Section 14: Please confirm that the Liquor Commission will guarantee that sufficient store personnel will be on-hand and on-time for deliveries to be unloaded in an expedient manner. Please confirm that unloading delays and loads not available to the transportation vendor due to delays by the warehouses can have a cascading effect, and in such situations where deliveries are late due to these types of delays, the transportation vendor will not be penalized nor will they accrue towards such a penalty.

Page 11, Section 1.10.1; page 38 Appendix D; and page 45, Section 5.2: Page 11 refers to an end date of January 31, 2019. Appendix D, page 38 refers to an end date of January 31, 2019 and a contract period of 62 months, which would be December 31, 2018. Page 45 refers to an end date of January 10, 2019. The NHSLC's press release indicates a contract running through January 15, 2018. Which date is correct?

Page 14, Section 1.19: Should the NHSLC accept a change to the standard contract terms prior to contract award, will such acceptance be communicated to all bidders and will all bidders be given sufficient time to revise their proposal accordingly?

Page 14, Section 1.20 and Page 44, Section 4.1.1: Please address the conflict between these statements.

Page 15, Section 1.24: Please define the remedy available. Please define the statute to which this Protest Process refers. Please confirm that a contract award is not effective until the protest process has expired, all protests have been resolved, and that any resulting contract can be reversed resulting in a rescore or rebid of the RFP.

Page 16, Section 1.25 paragraph 1; page 36, Appendix C, Specific Requirements, Section 15; and Page 47, Section 26, paragraph 1: Pages 16 and 36 state: "...for up to 6 months at the prices in effect at the end..." while page 47 states: "...for up to 9 months at prices to be negotiated by the parties..." The existing contract requires a 6-month extension at rates to be negotiated. Please clarify.

Page 16, Section 1.25 paragraph 2, 3 & 4: These paragraphs do not seem to relate to a transportation contract. Please explain

Page 16, Part 2, Section 1, paragraph 3, page 29, Appendix C, Background, paragraph 3, and page 32 Section 23: Section 1 states that the NHSLC will not pay for the return of pick errors, then goes on to say that these returns are to be billed to the source warehouse. Appendix C indicates that the NHSLC will make payment for all such returns and then bill the source warehouse. Section 23 states that the NHSLC will not pay for overages returned to the warehouse. Please confirm that the NHSLC will pay

for such returns to the Concord warehouse and if the final procedure has the Vendor invoice Exel directly that the NHSLC will intervene in the event of non-payment by Exel for such returns to its warehouse.

Page 17, Section 1.0, paragraph 2 and others: Please confirm that both warehouses will store, accept responsibility for, and load the transportation providers equipment, such as rollers, to maintain the seal security program required by the RFP.

Page 17, Section 2.1: Section 2.2 of the RFP indicates that the Concord warehouse will remain fully operational into 2014. In addition Exel has indicated that they may wish Concord to remain operational for a longer period. This suggests the Vendor will be required to make more than one trip daily. Appendix D of the RFP requires the transportation provider to absorb these costs with no limit. How will the NHSLC cap this exposure?

Page 22, Vendor Technical...Competence: This section states that vendors must report real-time inventories. Please confirm that the Transportation Vendor will not receive, nor is it required to track, inventory specific data.

Page 29, Appendix C, Background, paragraph 4, page 31, Appendix C, Section 12 and page 62, Appendix H: The five high volume highway stores currently receive same day delivery. Please identify the time frame in which same day deliveries will begin and when they must be completed. Please identify the threshold, by store, for every store, in which the trailer must be dropped. For example, for a delivery of 8 or more pallets to store 67 the trailer must be dropped.

Page 29, Appendix C, Background, paragraph 4 and Pages 56 - 60 Appendix G: These charts provide contradictory and inaccurate data. Please identify which charts are for liquor stores only. The charts on pages 58 – 60 refers to loads in error. 17,6874 loads in 2012 would equate to 66 loads per day at 205 cases per load. Please confirm that this data represents orders. Please note that our current contract refers to 3,170 loads annually.

Page 29, Appendix C, Background, paragraph 5 and Page 62, Appendix H: A number of stores currently require shipments from both warehouses to be delivered on the same truck. Please provide the picking date for each delivery, which stores currently require a co-mingled delivery from both warehouses on the same truck and on which days. Please confirm that both warehouses will perform the reloading function required of co-mingled loads and that the transportation provider will not be required to reload trailers to create co-mingled loads at its facility.

Page 29, Appendix C, Section 1a: Please confirm that the information will be provided in electronic file format, that the NHSLC commits to creating a file with the proper fields (i.e.: true scheduled delivery date), that licensee orders for the Vendor will be included in the files, and the timeframe in which this information will be file transferred (i.e.: hourly, as orders come in, etc.).

Page 29, Appendix C, Section 1b: Please confirm that the warehouse will pick each order based upon the number of pallets identified by the transportation provider in the

routing plan and shall promptly communicate when the number of pallets must be changed.

Page 30, Appendix C, Section 1.d, page 31 Appendix C, Section 9 and Section 16a, and page 32 Appendix C, Section 19b: These sections are operationally in conflict and unattainable. Please explain.

Page 30, Appendix C, Section 3. And Page 67, Appendix I: Please update Appendix I as follows:

The following stores cannot utilize 48 trailers: 13, 17 & 19

The following stores receive lift gate deliveries: 10 & 47

Store 12 will not accept delivery before 7:30am

Store 27 will not accept delivery before 9:00am

Page 31, Appendix C, Section 11: To understand how loads will be released, how many cases/loads per hour will the warehouse pick. Exel has a two-shift operational clock. To understand the length of the day, please provide the time frame in which trailers are expected to be placed at each warehouse's shipping doors (i.e.: 6:00am to 2:30pm, or 8:00am to 11:30pm), and the time frame in which the Vendor can expect to be required to pull completed loads from each warehouse for delivery the same day or the following day (i.e.: 7:00am – 3:30pm or 8:00am – midnight, etc.). Please confirm that the transportation provider will determine the sequence in which the loads shall be picked where necessary to meet the schedule.

Page 31, Appendix C, Section 14: To unload trucks in an expedient manner requires a commitment by the Liquor Commission to have sufficient store personnel, equipment and space available to receive deliveries. In years past the Commission committed to providing sufficient resources for the unloading of a minimum of 300 cases per hour. This is no longer the case. Please define the Commission's commitment regarding store personnel, equipment and space throughout the year and the Vendor's remedy should repeated issues result at specific stores.

Page 31, Appendix C, Section 14 and page 33, Section 30: Please confirm that the Vendor is responsible for providing the rollers from the truck to the store and the store is responsible for the rollers in the store. Please confirm that each pallet and lift-gate store is responsible for having a pallet jack on hand for the driver to use to unload pallets into these stores. Please confirm that it is the warehouse's responsibility, not the transportation providers, to properly secured all pallets in the load from shifting during transit. Please confirm that the last sentence in Section 30 is mis-stated, and that it is the warehouse's responsibility to secure cases to the pallet. Please confirm that the disposal of all shrink-wrap and related dunnage is the responsibility of the store and will not return in the truck.

Page 31, Appendix C, Section 14: Please define the NHSLC's expectation regarding the type of "electronic proof of delivery."

Page 32, Appendix C, Section 16b: Currently stores sign one combined bill of lading / packing list document. Does this RFP require a document not currently used in the delivery process?

Page 32, Appendix C, Section 16c: Section 15 indicates an electronic proof of delivery must be forwarded at each stop. This section indicates the proof of delivery includes two receiving documents. Please explain and where possible provide examples.

Page 32, Appendix C, Section 19a: Please confirm that the transportation vendor is not responsible for delivery to brokers. We disagree with the stated licensee process. Licensee's receiving damaged product

Page 32, Appendix C, Section 20: Please confirm that it is the warehouse's responsibility to properly build pallets to a height less than 6' with limited overhang, and it is the warehouse's responsibility to properly secure all pallets in the load from shifting during transit.

Page 32, Appendix C, Section 24: This requirement is more restrictive than federal or state law. Please confirm that following this requirement will not place the vendor in violation of state and federal labor laws regarding discrimination.

Page 33, Appendix C, Section 29: The number of loads is greatly overstated. The number referred to in the existing contract is 3,170. Please confirm that only one yard driver will be required and the expected standard work shift. In addition, what recourse will the Transportation provider have for overtime required as a result of the warehouses failing to have loads completed within this shift?

Page 34, Appendix C, Specific Requirements 6, paragraph 1: Until a few weeks prior to November 1, the specifics of all vehicles cannot be known. Is it acceptable to the NHSLC to provide expected make and model data in our Proposal?

Page 34, Appendix C, Specific Requirements 6, paragraph 4: We do not understand the intent of the sentence regarding "monitoring of equipment to substantiate...weekly bill". Please explain.

Page 36, Appendix C, Specific Requirements 18: Will the Warehouses also make a snow scraper available free of charge to the Transportation Provider?

Page 37, Appendix C, Specific Requirements 19: Please confirm that the NHSLC is requiring the transportation provider to include the cost of providing services which are the responsibility of the warehouse provider into the rates charged to the NHSLC. Please confirm that the warehouses will remove pallets from trailers that return directly to the warehouse from a delivery. Said another way, please confirm that an unloaded trailer that would pass near Concord or Bow on its way back to the Vendors facility can go directly to the Concord or Bow warehouse and the warehouse will unload and sort all pallets and/or empty boxes.

Page 38, Appendix D, table: The table infers that the price for transferring the remaining cases from the Nashua and Concord warehouses will be the same rate. Is that intended, required or can they be different?

Page 38, Appendix D, table: Please explain how the cost of transporting the remaining product from Nashua/Concord to Bow and the daily movement of product

of product from Concord to Bow will be part of the financial scoring as these numbers are highly subjective. Please provide a rate template, similar to that used in the warehouse contract to understand how total costs will be evaluated.

Page 38, Appendix D, last paragraph: Please confirm that the warehouse provider is responsible for assisting the transportation provider with the logistics of handling totes on trailers returned directly to Bow.

Page 68, Appendix J: This rate structure exhibit bears no resemblance to our existing contract and is entirely inaccurate. In addition, it must be made completely clear that the actual rate structure is based upon a fuel surcharge base price of \$2.25 per gallon rather than the \$3.50 in Exhibit K in order for all bidders to receive accurate data regarding the existing contract.

From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkley
Cc:
Subject: Law - RE: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Yes we saw that. Thank you. May we have 4 people attend and one will stand if necessary

Sent from my Verizon Wireless 4G LTE DROID

"Craig W. Bulkley" <cbulkley@liquor.state.nh.us> wrote:

Received; thank you.

Please note that the time of the vendor's conference on Monday, 3/18 has changed from 10 AM to 2 PM, same location. This change has been posted on our website.



Please consider the environment before printing this e-mail.

Craig W. Bulkley
Chief of Administration
NH State Liquor Commission
☎ (603) 230-7008
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Cell: (603) 490-1559
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From: Brian Law [<mailto:brianlaw@lawwarehouses.com>]
Sent: Wednesday, March 13, 2013 4:02 PM
To: Craig W. Bulkley
Cc: Brian Law; John Guerette; LAW-Jack Glow; Lehmann, Suzan M. (slehmann@HASLAW.com); Jack Law; Dawn Bureau; Newt Coryell; Steven Muise
Subject: Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

Craig: Following is our current list of questions regarding RFP 2013-14.

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Page 11, Section 1.10.1; page 38 Appendix D; and page 45, Section 5.2: Page 11 refers to an end date of January 31, 2019. Appendix D, page 38 refers to an end date of January 31, 2019 and a contract period of 62 months, which would be December 31, 2018. Page 45 refers to an end date of January 10, 2019. The NHSLC's press release indicates a contract running through January 15, 2018. Which date is correct?

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Page 29, Appendix C, Section 1a: Please confirm that the information will be provided in electronic file format, that the NHSLC commits to creating a file with the proper fields (i.e.: true scheduled delivery date), that licensee orders for the Vendor will be included in the files, and the timeframe in which this information will be file transferred (i.e.: hourly, as orders come in, etc.).

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Page 31, Appendix C, Section 11: To understand how loads will be released, how many cases/loads per hour will the warehouse pick. Exel has a two-shift operational

clock. To understand the length of the day, please provide the time frame in which trailers are expected to be placed at each warehouse's shipping doors (i.e.: 6:00am to 2:30pm, or 8:00am to 11:30pm), and the time frame in which the Vendor can expect to be required to pull completed loads from each warehouse for delivery the same day or the following day (i.e.: 7:00am – 3:30pm or 8:00am – midnight, etc.). Please confirm that the transportation provider will determine the sequence in which the loads shall be picked where necessary to meet the schedule.

Page 31, Appendix C, Section 14: To unload trucks in an expedient manner requires a commitment by the Liquor Commission to have sufficient store personnel, equipment and space available to receive deliveries. In years past the Commission committed to providing sufficient resources for the unloading of a minimum of 300 cases per hour. This is no longer the case. Please define the Commission's commitment regarding store personnel, equipment and space throughout the year and the Vendor's remedy should repeated issues result at specific stores.

Page 31, Appendix C, Section 14 and page 33, Section 30: Please confirm that the Vendor is responsible for providing the rollers from the truck to the store and the store is responsible for the rollers in the store. Please confirm that each pallet and lift-gate store is responsible for having a pallet jack on hand for the driver to use to unload pallets into these stores. Please confirm that it is the warehouse's responsibility, not the transportation providers, to properly secured all pallets in the load from shifting during transit. Please confirm that the last sentence in Section 30 is mis-stated, and that it is the warehouse's responsibility to secure cases to the pallet. Please confirm that the disposal of all shrink-wrap and related dunnage is the responsibility of the store and will not return in the truck.

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From: Brian Law <brianlaw@lawwarehouses.com>
To: Craig W. Bulkey
Cc: Brian Law; John Guerette; LAW-Jack Glow; Lehmann, Suzan M. (slehmann@HASLAW.com); Jack Law; Dawn Bureau; Newt Coryell; Steven Muise
Subject: Law - Transportation of Liquor & Wine & Related Product, Equipment & Supplies: RFP 2013-14

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