

March 29, 2013 CLARIFICATIONS AND AMENDMENTS:

Pursuant to Section 1.5.3, Page 7 of the Transportation Services RFP, the NHSLC has the authority to amend the RFP at any time and at its sole discretion.

In Section 1.3, Page 6, the NHSLC stated that official responses, official answers, and/or written information issued in writing by the Issuing Officer shall be the same as amendments.

CLARIFICATIONS:

Question 1 - 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?

Answer – The NHSLC shall conduct a comprehensive, fair and impartial review and evaluation of all qualifying Proposals. Page 20, Section 4.1. The NHSLC will use its discretion to determine which Proposal best meets the needs of the state. Page 24, Section 4.6.. The NHSLC may amend the RFP and will post amendments on its website. Page 7, Section 1.5.3. The NHSLC may accept alternatives deemed to be in the best interest of the NHSLC. A Vendor may take an exception without suggesting an alternative. Section 1.7, page 9. The NHSLC may request revised Proposals. Page 24, Section 4.7. The NHSLC may waive requirements and accept alternatives. (Same). The NHSLC will determine, on a case by case basis, whether other Vendors need to be notified and given an opportunity to respond in order to keep the process fair.

Question 2 - 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?

Answer –The RFP process will continue on schedule and a contract will be awarded as determined by the NHSLC.

Question 3 - 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?

Answer - The Schedule of Events, including the binding deadlines, is subject to change at the sole discretion of the NH State Liquor Commission (NHSLC). Any changes will be

posted on the NHSLC official website located at www.nh.gov/liquor. Vendors are responsible for checking the website for any schedule changes.

Question 4 - 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.

Answer – This is a legal issue beyond the scope of the NHSLC.

Question 5 - 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?

Answer – This is a legal issue beyond the scope of the NHSLC.

Question 6 - 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?

Answer – This sentence should, in fact, start: “Store hours...” Adjusting a store’s hours could impact delivery times in that adequate store personnel need to be present to assist with the delivery.

Question 7 - 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.

Answer – Yes, each load is e-mailed to each of the stores that make up the load in the order of delivery with the Start Time at the first store to be delivered

Question 8 - 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.

Answer –Page 10, Section 1.9 states that proper performance of the contract is “subject to Acts of God or other circumstances beyond the control of the Vendor.”

Question 9 - 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?

Answer – January 31, 2019

Question 10 - 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?

Answer – The NHSLC does not have authority to change standard contract terms. If the Attorney General authorizes a change, it will be communicated to Vendors. The State reserves the right to negotiate terms during Contract Negotiation, page 24, Section 4.8.

Question 11 - Page 14, Section 1.20 and Page 44, Section 4.1.1: Please address the conflict between these statements.

Answer - These two sections present different alternatives. The NHSLC prefers 1.20, which is standard language. Page 40, Paragraph 4. A Vendor may take an exception and elect Section 4.1.1 and explain why it needs the exception.

Question 12 - 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.

Answer – This submission contains multiple questions. In future submissions, if any, please submit one question per submission. In response to the first question, Please define the remedy available, see Section 1.3, Page 5 regarding the remedy for improper influence. Available remedies depend upon the circumstances of the protest. In regard to the remainder of this submission, these are legal issues beyond the scope of the NHSLC.

Question 13 - 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.

Answer – The existing contract has no effect on this issue. Page 36, Appendix C, Specific Requirements, Section 15 and Page 47, Section 26, paragraph 1 are amended to read: "for up to six months at the prices in effect at the end or termination of the contract," With this clarification, these sections are consistent with Page 16, Section 1.25, paragraph 1.

Question 14 - Page 16, Section 1.25 paragraph 2, 3 & 4: These paragraphs do not seem to relate to a transportation contract. Please explain

Answer – On Page 16, Section 1.25, paragraph 2, the language “...using dummy transactions provided by the NHSLC,...” is stricken. In regards to Paragraphs 3 and 4, the NHSLC recognizes that it is unlikely that they will apply during the transition from one transportation vendor to another. There will, however, need to be a deadline for the transfer. It is possible that product will be on the old transportation vendor’s trailers and there could be a shortage. Shortages shall be resolved between the old vendor and the new vendor. Therefore, paragraphs 3 and 4 remain as they are.

Question 15 - 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.

Answer – Page 16, Part 2, Section 1 is accurate. The NHSLC will not pay for pick errors or overages. Returns due to pick errors or overages are to be billed by the transportation vendor to the warehouse. Page 29, Appendix C, Background, paragraph 3, second and third sentence are stricken. The following is inserted: “The NHSLC will not pay for the return of pick errors or overages.” Page 32, Section 23 is correct.

Once the Bow warehouse is fully operational, special buy-in product and NH-made product will be transferred in bulk from Concord to Bow. If there is a pick error regarding product moved from Concord to Bow, it will not be returned but will be put into inventory at Bow.

The NHSLC is open to resolving disputes between the warehouse contractor and the transportation contractor provided, however, that the contractors agree that the decision of the NHSLC is final and waive any rights to invoke any other process against each other or against the NHSLC.

Question 16 - 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.

Answer – When a transportation vendor’s trailer arrives at the warehouse, the transportation vendor is responsible to place the trailer where directed by the warehouse. If it is a swing door trailer the driver will open the doors before backing up to the dock. If it is a roller shutter door trailer the warehouse staff will open the door once the trailer is backed to the dock. The driver will need to unlock the door before backing up. The

driver will be permitted on the loading dock to remove any equipment in the back of the trailer, e.g. rollers, electric/manual pallet jacks. This equipment will be left on the dock during the loading of the trailer

At this point the warehouse staff will inspect the trailer. The driver may stay by the trailer to verify the product being loaded on the trailer and secure the load with straps/load bars if they wish. If the driver does not wish to supervise the loading of their trailer they must wait in the driver room. The driver will reload their equipment prior to the warehouse provider closing the trailer doors and applying the trailer seal. The driver will need to lock the door. In the case of swing doors the driver will need to pull the trailer away from the dock to facilitate closing the trailer doors, applying the trailer seal, and locking the trailer

Question 17 - 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?

Answer – If a Vendor is not willing to agree to make all the necessary trips from Concord to Bow at its expense required by Section 2.1, the Vendor must propose an alternative. Section 2.2 seeks a discounted rate for the transport of a limited amount of Product. It does not require a Vendor to absorb costs without limit. The NHSLC currently plans to move all bailment product located in the Concord warehouse to the Bow warehouse in January 2014.

Question 18 - 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.

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 19 - 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.

Answer – As a general rule, all five stores (38, 66, 67, 73, 76) receive two trailers per day between 1200 and 1500 hours. Each sealed trailer will be dropped off to be emptied as the store personnel have time and then the trailer is picked up the next day when the next load is dropped off. Not all of the 5 stores have the trailer dropped. Trailers are dropped only when quantities are larger than the particular store's storage area can handle.

Question 20 - 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.

Answer – These charts refer to loads which are really invoices. These do not refer to truck loads but rather each store’s order or individual delivery.

Question 21 - 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.

Answer – The transportation vendor will not be required to co-mingle cases and ship to specific store locations. The word “may” in the last sentence in Appendix C, Background, Paragraph 5, Page 29, is stricken and “will not” is inserted.

Question 22 - 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.).

Answer – We are working on a response to this question.

Question 23 - 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.

Answer - The warehouse will pick orders based on the routing plan developed by the transportation vendor. If a change in pallet quantities is necessary, the warehouse will promptly notify the carrier of such change.

Question 24 - 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.

Answer – See answer to Question 16.

Question 25 - 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

Answer – A revised APPENDIX I is located at the end of this list of questions.

Question 26 - 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.

Answer – To properly answer this question, the NHSLC is working on a specific schedule for the time period before bailment product is transferred from Concord to Bow and a schedule for the time period after this product is transferred. There will be a response shortly.

Question 27 - 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.

Answer – The Vendor is not responsible for circumstances beyond their control. If the vendor has an issue regarding cooperation from store personnel, the NHSLC should be notified.

Question 28 - 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 secure 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.

Answer – Warehouse will secure (Stretch Wrap) pallets prior to loading. The driver verifies the number of cases/pallets, signs for the load and accepts the load. Once the load is accepted, the transportation vendor is responsible.

Paragraph 30, Page 33, last sentence is amended to read: “Vendor should specify the method they will use to secure pallets in the trailer.”

Currently, the transportation contractor provides each delivery trailer with a pallet jack in order to maneuver pallets for delivery. Whether the store is hand unload, lift gate delivery or a pallet drop, a pallet jack would be used inside the trailer to move pallets adjacent to the rollers or onto the liftgate. In the case of the few stores that have trailers dropped for later unloading by store personnel, there is typically no pallet jack in the trailer with the product. Store personnel use their own pallet jack to unload the trailer.

Any equipment needed for securing the load in the trailer would be provided by the transportation vendor. Cardboard and shrink-wrap trash will be disposed in the store’s dumpster.

Question 29 - Page 31, Appendix C, Section 14: Please define the NHSLC’s expectation regarding the type of “electronic proof of delivery.”

Answer – The question actually relates to Section 15. The NHSLC expects, in the course of the contract, that electronic proof of delivery will mean that the delivery person has a device capable of receiving and sending an electronic file with the stops and inventory to be delivered. At each stop the store would sign via an electronic signature that it received what was on the inventory file. In its proposal, a vendor should indicate how it will satisfy this requirement in the future.

Question 30 - 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?

Answer – The NHSLC is working on an answer to this question.

Question 31 - 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.

Answer – See answer to Question 29. We expect to have additional information regarding this question in the near future.

Question 32 - 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

Answer – The transportation vendor is not responsible for delivery to brokers. The last sentence of the inquiry is incomplete and can not be answered.

Question 33 - 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.

Answer - Warehouse will secure (Stretch Wrap) pallets no more than six feet high and with limited overhang prior to loading. It is the transportation vendor's responsibility to properly secure all pallets in the load from shifting during transit.

Question 34 - 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.

Answer - The NHSLC seeks a Proposal that complies with all laws, both state and federal. If a Vendor believes a requirement is in conflict with a state or federal law, explain the conflict and submit an alternative.

Question 35 - 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?

Answer – The number 17,684 referred to in Appendix C, Page 33, Paragraph 29 and Appendix G, Page 60 is the number of individual invoices sent to all the stores during the reporting period. A trailer load consists of multiple invoices.

We note that the number of invoices for FY 2012 on Page 60 is different than the number of invoices on Page 56. We will resolve this discrepancy.

Concord Warehouse will not need a yard driver as long as trailers were on hand and could be shuffled in and out by a returning driver as is the case currently.

The Bow warehouse will need a yard driver from 2400 to 0100 hours and from 0400 to 2400 hours. Trailers may be staged the night before they are loaded.

In regard to overtime, the phrase “within this shift” is not in the referenced section.

Question 36 - 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?

Answer – The identified requirement seeks vehicles presently owned and/or “intend to use....” Yes, expected make and model is acceptable.

Question 37 - 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.

Answer – The Vendor needs to propose an acceptable trip recording system.

Question 38 - Page 36, Appendix C, Specific Requirements 18: Will the Warehouses also make a snow scraper available free of charge to the Transportation Provider?

Answer - Yes.

Question 39 - 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.

Answer Requirement 19 is self-explanatory. The series of confirmations appear to rely on assumptions that are directly contradicted by Requirement 19. If a Vendor takes an exception, it should explain why and propose an alternative.

Question 40 - 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?

Answer – The RFP asks for a discounted rate for transfers from both warehouses. The table has a space for one rate. One rate is what the NHSLC has requested. If a vendor wants to take an exception, it may do so.

Question 41 - 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.

Answer - A great deal of the process is subjective. The NHSLC expects the Vendors to use their expertise in order to propose rates. The NHSLC may elect to use a template after Proposals have been submitted.

Question 42 - 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.

Answer - The Transportation Vendor is responsible for the totes. If a Vendor has a proposal that involves the warehouse vendor, explain it and the NHSLC will consider it.

Question 43 - 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.

Answer - Appendix J is stricken. See RFP Amendment posted on March 27, 2013.

Question 44 - Page 11, Section 1.9, Vendor missed more than 3 scheduled deliveries within a three month spanvendor may be penalized an amount up to \$10,000. What constitutes a missed delivery?

Answer - Appendix H lists the delivery schedule for every store. Appendix I provides specific information regarding stores with special delivery requirements. Should one of our 77 stores miss a regularly scheduled delivery as described in Appendix H, this would constitute a missed delivery assuming no Act of God or other circumstance beyond the control of the Vendor.

Question 45 - Page 25, A-2.3 On-Premise / Off Premise - Please provide definition.

Answer - An On-Premise location is a business such as a restaurant where spirits and wine are served to patrons on the premises. An Off-Premise location is a business such as a supermarket or convenience store where wine is sold to customers and is not consumed on the premises.

Question 46 - Page 30, 1.D. The loading of trailers are mostly live loads. Are we to assume minimal drop trailers at ship site?

Answer - Yes.

Question 47 - Page 30, General Requirements, #3, Vendor will be required to deliver to most stores on 48' trailers. This seems to contradict page 35, section 8 which indicates the daily need for 45' trailers. Can you provide clarification on this? Also, is there a current trailer list available showing size, number and type?

Answer – The current transportation vendor uses both 45’ and 48’ foot trailers. Please note that there are certain stores that can not accept a trailer longer than 45’. These stores are noted in Appendix I. If a delivery route includes one of these stores with restricted access, the entire route must be delivered on a 45’ trailer.

On July 7, 2011, the current transportation vendor (Law Motor Freight) submitted a proposal which is a basis for the current contract. In that proposal, Law provided a two-page list of equipment to be used to fulfill the contract. That list is attached at the end of this list of questions. Law also stated that 40 trailers are equipped with side doors, and roll up doors are standard on all equipment procured for this contract.

Question 48 - Page 33, section 30, Loads must be secured in such a fashion as to form a unitized pallet. Stretch wrap will be used to unitize the pallet. This is particularly beneficial for stores equipped to receive pallet deliveries. Are there times that ‘pallet delivery’ store product is combined with a non-pallet delivery store product on the same pallet?

Answer – No. Product going to non-pallet delivery stores will not be co-mingled on a pallet going to a pallet delivery store. Every store delivery is on its own pallet.

Question 49 - Page 61, Appendix G. Please define ‘Store Transfers’.

Answer – Store transfers are product being moved from one store to another for numerous reasons. Usually this is product that must be transferred from multiple stores to a few high-volume stores that handle closeout product.

Question 50 - Not on RFP needing answers; Current hours of operation for Bow, Nashua, and Concord facilities. Can you ship non-NHSLC product with NHSLC product?

Answer – Concord Operating hours – 7:30 AM – 3:30 PM. Nashua operating hours will not be relevant to the new contract. Bow operating hours will be 0500 to 1330 hours and 1500 to 2330 hours.

The RFP allows a vendor to propose a rate if it is allowed to transport non-NHSLC product. The Main Proposal is at page 16. The section is amended to 2.0. Page 18 contains two additional Proposals which a vendor may make. Section 2.5 allows a Proposal for delivery of non-NHSLC Product with NHSLC Product. Section 2.6 contains a third option for the transportation of items that are compatible with Product.

Question 51 - Page 30 states that “vendor will be required to deliver product to most stores in 48-foot trailers. Some store locations require smaller trucks with lift gates. See Appendix I.” Appendix I shows some stores that say “Lift Gate” and some that say “Lift Gate Truck”. If it’s just “Lift Gate”, can it still be a 48’ trailer with lift gate? If it’s “Lift Gate Truck”, what length straight truck with lift gate?

Answer – See answer to Question 47. Appendix I has been amended so that all references are to a “Lift Gate Truck.” The term “Lift Gate Truck” should not be understood to suggest the use of “straight” trucks. In the past, all deliveries have been accomplished with trailers with lift gates.

Question 52 - Page 31 states that RFP responses must include an agreement to accept the current delivery schedule. Should we use the Concord warehouse or Law warehouse schedule or combine them together (For example, store 4 has Wed. for the Concord schedule and Mon, Thurs. for the Law schedule. Are the required delivery days Mon, Wed, and Thurs. or just Mon, Thurs.?)

a. Also, does the current delivery schedule mean just the frequency of deliveries per week or does it also mean the delivery days cannot change from current?

Answer – The NHSLC anticipates that the Bow warehouse will take the place of the Nashua warehouse on November 1, 2013. The Concord warehouse will continue as it is today until January, 2014. The Vendor must accept the current delivery schedule substituting Bow for Nashua. The NHSLC may change the delivery schedule during the November-December holiday season. Once that transition is working, the NHSLC, transportation and warehouse Vendors will discuss changes to the delivery schedule for selected stores that benefit the NHSLC. Those changes, if any, will probably not take effect until after bailment product is moved from Concord to Bow.

Question 53 - Some stores say “Hand Off” and some say “Hand Off/Side Door”? Just to clarify, are all stores that say either combination to be unloaded via rollers through a side door? Or if it doesn’t say “Side Door”, are we to assume a lift-gate and hand truck be required to bring the cases in through the front door for example?

For the airport delivery (store 3), does the driver have to go through security or does the store staff take it through security?

What is the required delivery day (s) for store 3? It’s missing from Appendix H.

Answer – Yes, if it doesn’t say “Side Door”, you don’t need a side door.

Regarding Store 3 at the Manchester Airport, the transportation vendor delivers to a loading dock at the main terminal. Monday deliveries average 20 cases and Thursday

deliveries average 40 cases. Store employees load a U-boat with approximately 20 cases and take it through airport security. They then return (if necessary) to pick up the balance of the delivery. The transportation vendor driver waits at the loading dock until all product is taken by store employees. The driver does not accompany the store employees through security. How fast the store employees can get through security varies depending on airport activity.

The delivery schedule for Store 3 is on the revised Appendix H published as the March 14, 2013 Amendment on our website.

Question 54 - Page 30 says 48' trailers but page 35 says 45' trailers? Please confirm the current length of trailers.

Answer – See answer to Question 47.

Question 55 - Page 35 states that Appendix I gives a breakdown of stores where full trailers are dropped and left for unloading by store personnel. However, we did not see that detail in Appendix I.

Answer – See the answer to Question 19 above.

Question 56 - Can NHSLC provide the delivery time windows by store?

Answer – Please refer to Appendix I (revised) at the end of this set of questions. Note that this appendix identifies stores with very specific delivery time requirements. All other stores can accept deliveries during normal business hours. These hours are noted in Appendix F.

Question 57 - Page 25 states annual quantity of 3,621,422 cases were shipped during calendar year 2012. The excel spreadsheet provided, “CopyofCY2012Shipments.xlsx”, annual cases are 3,506,140. Which annual volume should we assume and if the higher number, can NHSLC re-issue the data file with volumes by store by day or advise how we should account for the difference?

Answer - We are working on an answer and will respond by our deadline.

Question 58 - Can NHSLC provide a delivery stop assumption for the hand-off stores? For example, an average cases per hour plus a fixed amount of stop time?

Answer – The NHSLC does not have an “average cases per hour” number or an average stop time for hand-off stores. Delivery quantities can vary greatly depending on the size of the order, the size of its back storage area and the number of store personnel available to assist with the off-loading of product.

Question 59 - Our assumption is that the date in the “CopyofCY2012Shipments.xlsx” spreadsheet represents the delivery date. The days do not necessarily correlate with the delivery day schedule provided in Appendix H. For example store 7 has a Tues, Thurs delivery schedule for both Concord and Law, but the data shows case volume on Mon, Tues, Wed, and Thurs. So in this example, would it be accurate to combine the numbers for Mon and Tues. as the “Tues” volume and combine the numbers for Wed and Thurs. as the “Thurs” volume?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 60 - Is Store 32 Hand-Off or Lift-gate?

Answer – Lift gate. Note Appendix I (revised) at the end of this set of questions.

Question 61 - What is the average Stop times for a Lift-gate Delivery?

Answer – Stop times depend on the number of cases being delivered.

Question 62 - What is the average Stop time for a Hand-Off Delivery and do you have a cases per minute rate using the conveyors?

Answer – Again, average stop times depend on the number of cases being delivered. We do not have a “cases per minute” rate.

Question 63 - Can our equipment be parked at the 2 facilities overnight and weekends?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013

Question 64 - What is the difference between a State Store, On Premises and Off-Premises locations?

Answer – A state store refers to one of the 77 state-operated retail spirit and wine outlets. An On-Premise location is a business such as a restaurant where spirits and wine are served to patrons on the premises. An Off-Premise location is a business such as a supermarket or convenience store where wine is sold to customers and is not consumed on the premises.

Question 65 - When making a Lift-gate delivery does the driver drop the pallets and leave or do they have to wait for the store personnel to unstack all the pallets?

Answer – The driver drops the pallets at the store location and waits for a case count before departing that location.

Question 66 - Can you provide further information on the number of weekend deliveries?

Answer – Currently, five to seven high-volume stores take deliveries on Saturday. However, we anticipate that with growing volumes and special requirements, weekend deliveries may increase in the future.

Question 67 - For Store 7. They have a Tuesday and Thursday delivery from Concord and a Tuesday and Thursday delivery from the Private warehouse. Please confirm that all Concord cases would be transported from Concord to the private warehouse where they would be co-mingled and loaded on to the trailer?

Answer – See answer to Question 80.

Question 68 - For Store 6. They have a Tuesday and Thursday delivery from Concord and a Monday and Wednesday delivery from the Private warehouse. Please confirm that on Tuesday and Thursday the trailers would be loaded in Concord and on Monday and Wednesday the trailers would be loaded at the Private warehouse?

Answer – Yes, that is correct until all bailment Product is stored at the Bow warehouse.

Question 69 - For Store Transfers, are the transfers overlayed onto the routing plan or will the delivery vehicles run additional miles outside of the routing plan to perform these transfers?

Answer – Generally, transfers are picked up from the store when a delivery is made and returned to the Bow warehouse and cross-docked until the next delivery to the destination store. The delivery of this product will not require additional miles outside the regular routing plan.

Question 70 - How many miles did the existing provider run in 2011 and 2012?

Answer – The NHSLC does not have this information, however, it may be estimated using the information already provided.

Question 71 - Is an assigned driver and yard tractor required at both warehouses and what hours do they need to cover?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 72 - For equipment needs are we to assume that in Appendix I "Retail Store Delivery Requirements", all stores can be delivered by a 53" tractor trailer combination except for those marked "Lift Gate Truck"?

Answer – No. The normal delivery trailer is a 45' trailer. There are several stores that can not accept a 48' trailer due to delivery/loading dock area constraints. Our largest stores will accept 48' trailers. These include stores 2, 15, 34, 38, 60, 66, 69, 67, 73, and 76.

Question 73 - What are the specs for a "Lift Gate Truck"?

Answer – Lift gates can be installed on various size trailers. Please refer to industry standard specifications. Note that the reference should be to “Lift Gate Trailers.”

Question 74 - How is the product loaded at the warehouse? Is it palletized or floor-loaded?

Answer – Palletized.

Question 75 - If it is palletized, will more than one store's delivery be stacked on the same pallet?

Answer – Typically, individual store orders are placed on different pallets. From time to time, if there is a small number of cases for several stores – and they are on the same delivery route, they may be placed on the same pallet. Each store's product will be separately labeled.

Question 76 - Is the product loaded by sku or by store order?

Answer – Product is loaded by store order.

Question 77 - What are the loading hours at the Concord and Private Warehouse?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 78 - Where can we observe a Lift Gate delivery and a Hand Off delivery?

Answer – Please note the list of Lift Gate and Hand Off stores in APPENDIX I. Visits to these stores can be coordinated through the Issuing Officer.

Question 79 – 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.

Answer – When referring to the Product to be delivered to each store, this refers to a case count – not a code by code listing. The schedule will show the appointment time for the first store only. The NHSLC expects that the transportation vendor will provide an estimated delivery time to each store on the load in a timely manner. See Appendix C, Paragraph 15, Page 31.

Question 80 – Will the removal of bailment and the addition of domestic product only in the Concord warehouse alter the delivery frequency out of that warehouse?

Answer – Bailment Product will be transported from Concord to the Bow warehouse. The Concord warehouse will be used to store “domestic” product which is not charged bailment. It will also be used to store special buys of wine and/or spirits owned by the NHSLC. All Product stored in Concord will be transported to Bow as it is needed. This transport will not be a charge. The Concord Product will be cross-docked and co-mingled with Bow Product for shipment to the stores.

After January 2014, an automatic order will run for product in the Concord Warehouse two days before the NHSLC retail store is to be delivered. The Concord facility will pick the order and prepare for pickup by the transportation contractor to move to the Exel facility in Bow. The store order will be a separate shipment with bill of lading and invoice.

Exel will receive the shipment, verify the cases/pallets, and stage to ship the following day with the Exel order. Exel will notify the Transportation contractor with the total cases/pallets to be picked up for each order. The Transportation vendor will develop the routing and notify Exel per the RFP.

The NHSLC anticipates that the transportation of NHSLC product from Concord to Bow will be accomplished by using the daily trip to move totes from Concord to Bow. As previously stated, there will be no charge for this daily trip.

Question 81 – When the transfer of product happens out of the Nashua warehouse into the Bow warehouse - there are approximately 500,000 cases are going to be moved - from the time frame after November 1st until such time, is there a defined period that you want that moved into Bow?

Answer –The NHSLC anticipates that the Bow warehouse will be able to receive 20,000 cases each business day. On this schedule, it will take 30 business days to move the Product.

Question 82 – Do you expect to move it in full truckloads when it does happen? Maximize the trailer load?

Answer – Yes, we expect product to be moved to Bow in trailer loads.

Question 83 – In a couple of locations in the RFP you state that 48ft and 45ft equipment is required, is there any reason we couldn't use 53ft trailers?

Answer – This question has been addressed previously (above).

Question 84 – Will you include that some stores have an 8 pallet limit and the driver must drop the trailer overnight?

Answer – All five high volume stores (Hooksett North & South, Hampton North & South, Portsmouth Traffic Circle) receive two trucks per day (one from each warehouse) between 1200 hours and 1500 hours, each trailer is dropped off to be emptied as the store has time and then they are picked up the next day when the next load is dropped off.

Question 85 – Which stores are box stores?

Answer – These retail stores that save empty boxes for use as shipment of single pick boxes are 66 and 67, Hooksett.

Question 86 – On page 29, Vendor may be required to comingle cases from both warehouse and specific stores, can you explain a little bit about this?

Answer – The last sentence in Appendix C, fifth paragraph, page 29 has been amended to eliminate this requirement.

Question 87 – Along those lines is it important that the delivery schedule you put out doesn't show the dates and doesn't show which stores have to be comingled, are you asking all of us to commit to the current schedule? It would be helpful if everyone understood. (ex. 2 pallets from Concord warehouse, 3 from Nashua warehouse and I believe you committed on line that Exel will reshuffle those so you can take them off one trailer and reshuffle them on the other trailer? (cross dock)

Answer – See answer to 86

Question 88 – If you have a common delivery day from the two warehouses, that WILL be comingled at Exel?

Answer – See answer to 86

Question 89 – On page 34, below the legal description (4th paragraph from the bottom) it states "Vendor must submit a plan for monitoring of equipment to substantiate the integrity of the equipment"... what do you mean by the monitoring of equipment?

Answer – The use of an acceptable trip recording system.

Question 90 – Appendix F – retail store locations, open and close times: is that when you can make delivery, and stop when they close?

Answer – Appendix F identifies the hours of operation for each store. Deliveries will be made during these times. Appendix I identifies stores with specific delivery requirements that may be different from regular store hours.

Question 91 – On orders is there a time frame for pick-up? Same day delivery or 2 day delivery?

Answer – Warehouse will notify transportation vendor regarding pick-up times.

Question 92 – Orders come in, and we should have them electronically by midnight? Including licensee orders if we are the designated carrier? But then Exel is going to work 2 shifts the next day, so can you talk about what time frame we can expect to get those loads that have to be delivered same day and which are the following day? Do we have to wait two full shifts to get all of our loads?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 93 – Is it possible to identify which percentage goes out as solid loads (single delivery) versus as opposed to drop off loads?

Answer – The top seven volume stores receive designated trailers.

Question 94 – Are the racks being dynamically generated every day or are you relying on skeleton runs? Are stores given a delivery every Monday, Wednesday and Friday at 6 o'clock irrespective of volume or is it a case of Monday 3 o'clock Wednesday at 6 o'clock, etc.?

Answer – In most instances, stores will receive shipments at the same time week-to-week.

Question 95 – Are you going to provide us with a list of early-only deliveries and late-only deliveries, and are there others that have window requirements?

Answer – See Appendix I (revised) at the end of this set of questions for special delivery times.

Question 96 – How do you envision seals working with transfers and rollers? Driver cannot be anywhere near the truck when it is being loaded, and it supposed to be under seal.

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 97 – Page 16, last sentence section 1.24, can you define what that means?

Answer The intent of the sentence is that a vendor agrees to use the RFP Protest Process. Once the Protest process is concluded, the Vendor may pursue another remedy, if any. The sentence is stricken and the following is inserted:

By submitting a Proposal, the Vendor agrees that the RFP Protest Process is the exclusive initial remedy. Once the RFP Protest Process is concluded, a Vendor may pursue other remedies, if any exist.

Question 98 – For hands off deliveries, did you say that it is the driver's responsibility to get it to the side or the back of the truck and onto the conveyor, and once it's on the truck it is the driver's responsibility? For a pallet, where does the driver's responsibility end?

Answer – The driver's responsibility ends after delivery is completed.

Question 99 – All dock deliveries? Any lift gate deliveries? Will these stores be highlighted on the list?

Answer – See Appendix I (revised) at the end of this set of questions for this information.

Question 100 – Please delineate the responsibility of the pallet, and the pallet jacks, and the seals?

Answer – The transportation vendor is responsible for the return of pallets and the use of pallet jacks to deliver product. The warehouse vendor and the NHSLC are responsible for affixing seals provided by the transportation vendor.

Question 101 – Please clarify Appendix G so that everyone knows what they are dealing with for loads (example over 3,000 loads) should it be orders?

Answer – Appendix G, Page 56 identifies the number of orders (13,145) and the number of cases (3,506,140) shipped during Calendar Year 2012.

Question 102 – On page 32, Section 16C – electronic proof of delivery? Do you envision a "FedEx" type of pad or cell phone pad that everyone will be signing at every stop, and will it go back to Exel warehouse and to Liquor Commission?

Answer – The question actually relates to Section 15. The NHSLC expects, in the course of the contract, that electronic proof of delivery will mean that the delivery person has a device capable of receiving and sending an electronic file with the stops and inventory to be delivered. At each stop the store would sign via an electronic signature that it received

what was on the inventory file. In its proposal, a vendor should indicate how it will satisfy this requirement in the future.

Question 103 – What is the statute under which you are procuring transportation services?

Answer – This is a legal issue beyond the scope of the NHSLC

Question 104 – What statute requires the attorney general to approve this contract for it to become effective?

Answer – This is a legal issue beyond the scope of the NHSLC

Question 105 – What statute exempts the Governor and council?

Answer – This is a legal issue beyond the scope of the NHSLC

Question 106 – What are the RSA's?

Answer This is a legal issue beyond the scope of the NHSLC

Question 107 – 1.22 Proposal Guaranty. Is the \$50K proposal guarantee a condition precedent to the bid submittal itself? That is, does the bond need to accompany the RFP submittal or be subsequently proffered as a condition of award?

Answer – The Proposal Guaranty must accompany the Proposal.

Question 108 – Appendix G. Certainly, Appendix G evidences the pivotal support and documentation of the complete picture of shipping and store volumes, but does not appear to indicate the single store solid FTL percentages (the number of single stop solid loads); the breakdown in individual State store's that received solid loads (again, single store end deliveries) and/or the total number of solids by store. Can the aggregate total of solid FTL's, or even better, the annual count by store of solid load FTLs be identified?

Answer – See answer to question 93.

Question 109 – 2.5, 2.6 Separate Second and/or Separate Third Proposal for Co-mingling. Even though it is established that the incumbent provider historically does not exact a "sealed load" system, referring also to 1.7.2 and 3 and pricing section (pg 23), under the new RFP guidelines the ability to construct a proposal in combination with private licensees, and still perform under the strictest NHSLC store delivery schedule at a minimum, taxes the ability to offer, for example, a combined *all inclusive* State Liquor Store and private licensee proposal without relief of the seemingly preferred sealed load system. It therefore follows that even though the RFP essentially promotes throughout (beginning with paragraph 1.f, pg. 30of the GENERAL REQUIREMENTS, see also par.

19, pg. 32), that the RFP must be formed around a “seal” system, the RFP seems to be also saying, or at least alluding to something outside of a true “seal” program, vis:

i. “Vendor may be required to co-mingle cases from both warehouses and ship to specific stores...”

ii. “If the shipment is not sealed, the transportation vendor may be billed for any breakage or shortages.”

iii. “The NHSLC, however, is open to allowing a proposal from a vendor regarding comingled loads going to both State stores and licensees if the vendor demonstrates a benefit to the NHSLC and deliveries to State stores are not delayed...”

iv. “If vendor receives permission to deliver liquor and/or wine products to NHSLC licensees, those deliveries cannot interfere with deliveries to NHSLC stores”

SUMMARY OF QUESTION: BECAUSE THE ARGUMENT COULD BE MADE THAT A PURELY “SEALED LOAD” SYSTEM EITHER DOES NOT ALLOW FOR NEW INNOVATION MEANS AND WAYS TO EFFECTUATE A LOWER COST DELIVERY CONSTRUCT, OR DOES NOT ALLOW FOR AN OPPORTUNITY TO DESIGN A DELIVERY SYSTEM THAT MATCHES OR IMPROVES ON THE PRESENT DAY EARLY AM DELIVERY SCHEDULE BY WAY OF EXPANDING THE NUMBER OF DELIVERY UNITS, TO WIT, LOGIC HAS IT THAT DOUBLE THE NUMBER OF DELIVERY UNITS WOULD DOUBLE THE EARLEIST AM STORE DELIVERY TIMES, EMPHASIS THEREFORE ON NEW BENEFITS TO THE NHSLC, SUBJECT TO THE PRICE POINTS, THAT INCORPORATES THE LICENSEE DELIVERIES, THE *BOTTOM LINE* QUESTION IS:

If a vendor accepts the dollar value responsible inherent to a non-seal system, is the EC going to simply reject an otherwise qualified proposal that does not fully act off a “seal system”? Differently presented, is it the NHSLC’s position that a non-seal proposal disqualifies a primary proposal, or even an alternative/secondary proposal?

Answer – In the past, Law has performed warehouse service and transportation. There was no need for a seal system because the two Law entities worked out issues between themselves to the satisfaction of the NHSLC.

The RFP requests a seal system based on the possibility that the warehouse vendor and the transportation vendor will be different. The Vendors are invited to make Proposals that present alternative solutions. A Vendor may take an exception to the seal system and propose an alternative. The Proposal will not be disqualified because it does not contain a seal system. The EC will review all Proposals. It may revisit the Proposal and insist that a seal system be included. It may approach Vendors with an alternative to the seal system which the EC has determined to be acceptable.

Question 110 – 2.2 Initial Transport (Nashua to Bow; Concord to Bow). Is this sub-bid required to be submitted to be identified as a “qualified” bidder? Does the EC reserve the right to a “bump out” in favor of a separate “initial transport” vendor? Finally, does this *sub*-rate category affect the 55 points attributed to pricing criteria, reference 4.2 (criteria for evaluations)?

Answer – The determination of whether a Vendor is “qualified” is based on the entire Proposal. Vendors are allowed to take exceptions. The EC may accept or reject an exception. All rates affect the pricing criteria.

The NHSLC has asked Transportation Vendors to provide a rate for all services. It is not interested in carving out the initial transport at this time.

Question 111 – Page 3, Part 1, Purpose – Is the new warehouse vendor Exel eligible to bid on the RFP for Transportation Services

Answer – Yes

Question 112 – Page 16, Part 1, 1.25 – What is the expected transition time period from award to full performance?

Answer – The RFP anticipates that the contract will be awarded by the end of July, 2013. Page 4, Section 1.2. The Vendor is expected to have successfully completed all operational tests by October 15, 2013. The transfer of responsibilities will occur on November 1, 2013.

Question 113 – Page 17, Part 2, second paragraph states " Note that the Product previously shipped from Concord and Nashua will be combined in large part at the Bow Warehouse. The Transportation Vendor will have to transport Product from the Concord warehouse." Does this mean the transportation vendor only transfers product from Concord to Bow?

Answer – No, see answer to Question 115.

Question 114 – Page 17, Part 2, Paragraph 2.1 - What is the purpose of the "at least daily" (no charge) trip between Concord and Bow?

Answer – The NHSLC transports marketing and other material to each store by using a tote dedicated to each store. The NHSLC expects that something will be in at least one of the 77 totes each day. The totes need to be transported to Bow to be put on a trailer with a delivery at that store.

Question 115 – Page 17, Part 2, Paragraph 2.1 - If the "at least daily" trip from Bow to Concord is to transfer product, what is the anticipated volume?

Answer – See answer to Question 114. The Concord warehouse will be used to store special buy Product and NH Product. The NHSLC anticipates that this Product will be delivered to the Bow warehouse and cross docked.

Question 116 – Page 57, Page 60, Page 61, Appendix G, FY12 Cases - The total FY12 Cases shipped from both warehouses and store transfers is 5,010,581. The total FY12 Cases shipped from both warehouses is 3,621,422. The total FY12 Cases transferred between stores is 17,703.

Based on the provided numbers above - is it correct that the 1,371,456 case delta is the amount of cases transferred between Concord and Nashua? If not - what is the correct total shipped and transferred case quantities?

Answer – The correct total shipped to stores number is 3,621,422. The total number of store-to-store transfers for Calendar Year 2012 is 5,392 invoices for a total of 12,348 cases. The total number of store to warehouse transfers in CY2012 was 60 invoices for 1,232 cases. The total number of warehouse to warehouse transfers in CY2012 was 251 invoices for a total of 38,799 cases.

Question 117 – Page 17, Part 2, Paragraph 2.2 - The only mention of single bottles in the RFP is the 9000 bottles on the initial transfer. Will there be single bottle deliveries required? How will they be packaged for delivery?

Answer – Yes, there will be single bottle deliveries packed in cases designated for a particular store.

Question 118 – Page 18, Part 2, Paragraph 2.5 - Please provide the numbers and locations of licensees and agency stores.

Answer – There are three Agency stores, one in Pittsburgh, one in Erol, and one in Greenfield. Two of these stores pick-up their Product from a retail store. The number and location of all licensees will also contain some that pick-up their own product; some arrange delivery with a carrier. In short, the NHSLC does not manage the delivery of Product to Licensees.

Question 119 – Page 18, Part 2, Paragraph 2.5 - Please provide examples of these entities, dimensions and expected quantities

Answer – The NHSLC interprets this question to relate to Paragraph 2.6, not 2.5. 2.6 is designed to allow Vendors to use their expertise to identify an appropriate entity, the quantity and dimensions. The NHSLC has nothing more to add to 2.6.

Question 120 – Page 22, Part 4, Paragraph 2 – IT Competence - Please provide the name and version of the software that will be used by the two warehouse operations. This information is necessary to ensure compatibility with our software.

Answer – Manhattan Associates Warehouse Manage Systems

Question 121 - Page 25, Appendix A, Paragraph A-2.3 - Please provide the number of weekend and holiday deliveries for 2012 - locations and volume (cases)

Answer – Other than Easter, Thanksgiving and Christmas, there are limited deliveries to stores on other state holidays. The number of weekend and holiday deliveries for FY 2012 is contained in Enclosure 1 below.

We currently deliver on Saturday to the five highway stores (38, 66, 67, 73, 76). There may be a need to increase the number of stores receiving product on Saturdays as our needs dictate.

Question 122 – Page 30, Appendix C, Paragraph I.e. - How will the driver be able to accurately count and receive (pg 31 para 9 and 32 para 19) product once it's shrink-wrapped and loaded?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 123 – Page 33, Appendix C, Paragraph 29 - Please confirm reference to See P.32b.?

Answer – SEE P. 32 b. is a scrivener's error and is stricken.

Question 124 – Page 33, Appendix C, Paragraph 30 - Is last sentence meant for the warehouse vendor?

Answer – The last sentence is stricken and the following is inserted:

Vendors shall specify the method they will use to secure pallets in the trailer.

Question 125 – Page 34, Appendix C, Paragraph 4 - How is the current vendor storing product in trailers overnight to keep from freezing?

Answer – When necessary due to weather conditions, trailers are stored inside the warehouse of the current warehouse vendor.

Question 126 – Page 34, Appendix C, Paragraph 6 - Are side doors required on both sides of the trucks/trailers?

Answer –No, just a door on one side is required.

Question 127 - RFP page 17 – 2.1 Transportation between Concord and Bow. What time of day will the daily trip occur?

Answer – Between 1200 and 1500 hours.

Question 128 – RFP page 22 – Criteria for Selection, Vendor Technical, Service, and Project Management Proposal/IT Competence. What platform is required for the software?

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 129 – RFP page 31 – General Requirements, Item No. 7. What is the schedule for the store to store transfers? Does this transfer ever occur on a day when neither store is being delivered a shipment from the warehouse?

Answer – See answer to Question 69

Question 130 – RFP page 31 – General Requirements, Item No. 15. What type of electronic signature transmission is acceptable? Please elaborate.

Answer – We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 131 – RFP page 32 – General Requirements, Item No. 19b. What process is acceptable to the NHSLC for the transportation vendor to “confirm what product has been loaded on his truck?” Will the product be palletized? If so, how are the contents of the pallet “confirmed?” Please elaborate.

Answer – See answer to Question 122.

Question 132 – RFP page 38 – Appendix D. What are the contents of the totes going to the stores? What are the contents of the totes returning to the warehouse?

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

Question 133 – RFP page 46 – Exhibit C, 14.1.4. What is the dollar amount of the performance bond?

Answer – The amount will be determined during contract negotiations. The current amount is \$1,000,000. See page 10, paragraph 1.9.

Question 134 – RFP page 46 – Exhibit C, 14.1.7. What is the dollar amount of the transition bond?

Answer – Page 46, paragraph 14.1.7, The amount will depend upon the NHSLC’s judgment regarding the successful vendors ability to be operational on schedule. The amount will be determined during negotiations. Do not include this amount in your rate proposal.

Question 135 – RFP page 67 – Appendix I, Stores 12, 19, 33 and 37. Does “6:00-7:30 only” refer to morning or evening?

Answer – All references to 6:30-7:00 are meant to be 0630 – 0700 hours.

Question 136 – RFP page 70 – Appendix K. Is the fuel surcharge based on the “On-Highway Diesel Fuel Prices” for New England or another benchmark?

Answer – The base rate of \$3.50 was set by the NHSLC based on an average of price in the geographic area. It will be adjusted based on the actual, reasonable price established and properly documented by the vendor.

Question 137 - Please provide any restrictions by store on delivery times. Otherwise, our assumption is that a store can receive a delivery during business hours with a delivery arriving no later than one hour before close.

Answer - See Appendix I for restrictions on delivery.

Question 138 - For store transfers, since they come back to the warehouse and go out on the next outbound delivery truck, can you provide any historical history with the delivery date, case volume, and store receiving the transfer so that we can incorporate those volumes into the route design? Or does the “CY2012Shipments.xlsx” data file already include store transfer volume?

Answer - We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 139 – The rate sheet and the general contract terms speak of a contract period from November 1, 2013 to January 31, 2019. This is actually 63 months. The rate sheet speaks to 62 months, not 63 months. Also – p 45, 5.2 , speaks to rates being in effect from November 1, 2013 to January 10, 2019 – again, another discrepancy. Can you provide clarity/explanation around the exact timeframe we are looking at?

Answer – November 1, 2013 through January 31, 2019.

Question 140 – The only paragraph on page 27 (Appendix A 3.4) reads: “The requirement in Exhibit C, Paragraph 1.14.1.6, Page 66, is a requirement that will need to be met in the future. The same is true for similar licensing requirements in the RFP including, but not limited to, Exhibit C, Paragraph 2, Page 63, and Appendix C, VII, Paragraph 11, Page 46”. These references do not seem to match the RFP, e.g. page 66 is

the last page of Appendix H (store delivery schedules). Can you provide the correct references?

Answer – The reference to Exhibit C should be Page 46. The next reference to Exhibit C should be Page 44. The final reference is stricken.

Question 141 – The last paragraph of section 1.25 (page 16) and the last paragraph of Appendix C, Special Requirements section 15 (Page 36) are inconsistent. Please confirm which is correct.

Answer - We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

Question 142 - Please provide the square footage of each store's storage area.

Answer - We are working on an answer and we intend to respond by Tuesday, April 2, 2013.

APPENDIX I (revised)
Retail Store Delivery Requirements

NOTE: Product deliveries can be made to stores during their normal hours of operation except where noted below. See Appendix F for store hours.

STORE	PALLET	SPECIAL	INSTRUCTIONS	AVERAGE # OF CASES PER MONTH
1	Yes	No		
2	Yes			
3	Yes	No		See
4	No	No	Hand Off	information
5	No	No	Hand Off	posted on
6	Yes	Yes	Lift Gate Trailer	website
7	Yes	No		http://www.nh.gov/liquor/public_notices.shtml
8	Yes	Yes	Lift Gate Trailer	
9	No	No	Hand Off	
10	Yes	No	Lift Gate Trailer	
11	Yes	Yes	Lift Gate trailer	
12	No	Yes	Deliveries after 7:30 AM	
13	No	No	Hand Off; can't handle a 48' trailer	
14	No	No	Hand Off	
15	Yes	No		
16	Yes	No	Lift Gate Trailer	
17	No	No	Hand Off; can't handle a 48' trailer	
18	No	No	Hand Off	
19	No	Yes	Deliveries between 6:00-7:30 only; Can't handle a 48' trailer	
20	No	No	Hand Off / Side Door	
21	Yes	No		
22	Yes	No		
23	Yes	No		
24	No	No	Hand Off / Side Door	
25	Yes	No		
26	No	No	Hand Off	
27	Yes	No	Deliveries after 9 AM	
28	No	No	Hand Off	
29	No	No	Hand Off	
30	Yes	No		
31	No	No	Hand Off / Side Door	
32	Yes	No	Life Gate Trailer	
33	Yes	Yes	Deliveries between 6:00-7:30 only	
34	Yes	No		

35	No	No	Hand Off
36	No	No	Hand Off
37	Yes	Yes	Deliveries between 6:00-7:30 only
38	Yes	No	
39	No	No	Hand Off / Side Door
40	No	No	Hand Off
41	No	No	Hand Off
42	No	No	Hand Off
43	No	No	Hand Off
44	Yes	No	
45	No	No	Hand Off
46	No	No	Hand Off
47	Yes	Yes	Deliveries between 6:00-7:30am only Lift Gate Trailer
48	Yes	No	
49	Yes	No	
50	Yes	No	Deliveries prior to 8:00 AM
51	No	No	Hand Off
52	No	No	Hand Off
53	Yes	No	
54	Yes	No	
55	Yes	No	Lift Gate Trailer
56	Yes	No	Lift Gate Trailer
57	No	No	Hand Off / Side Door
58	No	No	Hand Off
59	Yes	Yes	Lift Gate Trailer
60	Yes	No	Lift Gate Trailer
62	Yes	Yes	Lift Gate Truck
63	No	No	Hand Off
64	No	No	Hand Off
65	No	Yes	Deliveries between 6:00-7:30am
66	Yes	No	
67	Yes	No	
68	Yes	Yes	Lift Gate Trailer
69	Yes	No	
70	No	No	Hand Off
71	No	No	Hand Off / Side Door
72	No	No	Hand Off
73	Yes	No	
74	No	No	Hand Off
75	No	No	Hand Off
76	Yes	No	
77	No	No	Hand Off / Side Door
78	No	No	Hand Off / Side Door

Law Motor Freight Master Vehicle List -- as of June 1, 2011							
Unit#	Category	Liftgate	Sidedoor		Age	Make	Model
P-10	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-11	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-12	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-13	Walkie			Owned	12	1999 Yale	MPB040ACN24C2748
P-14	Walkie			Owned	12	1999 Yale	MPB040ACN24C2748
P-1	Walkie			Owned	12	1999 Yale	MPB040ACN24C2748
P-2	Walkie			Owned	12	1999 Hyster	MPB040ACN24C2748
P-3	Walkie			Owned	12	1999 Hyster	MPB040ACN24C2748
P-4	Walkie			Owned	12	1999 Hyster	MPB040ACN24C2748
P-5	Walkie			Owned	14	1997 Yale	MPB040ACN24C2748
P-6	Walkie			Owned	14	1997 Yale	MPB040ACN24C2748
P-7	Walkie			Owned	14	1997 Yale	MPB040ACN24C2748
P-8	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-9	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-16	Walkie			Owned	23	1988 Yale	MPB040ACN24C2748
P-17	Pallet Truck			Owned	6	2005 Yale	MPB040ACN24C2748
P-18	Pallet Truck			Owned	13	1998 Yale	MPB040ACN24C2748
P-19	Pallet Truck			Owned	13	1998 Yale	MPB040ACN24C2748
127	Trailer	x		Leased	21	1990 Trailmobile	
228	Trailer	x		Leased	9	2002 Utility	
14545	Trailer		x	Leased	22	1989 Great Dane	
16045	Trailer		x	Leased	12	1999 Trailmobile	
16145	Trailer		x	Leased	12	1999 Trailmobile	
16245	Trailer		x	Leased	12	1999 Trailmobile	
16345	Trailer		x	Leased	12	1999 Trailmobile	
16445	Trailer		x	Leased	12	1999 Trailmobile	
16545	Trailer		x	Leased	12	1999 Trailmobile	
16645	Trailer		x	Leased	12	1999 Trailmobile	
16748	Trailer			Leased	11	2000 Trailmobile	
16848	Trailer			Leased	11	2000 Trailmobile	
16948	Trailer			Leased	11	2000 Trailmobile	
17048	Trailer			Leased	11	2000 Trailmobile	
17148	Trailer			Leased	11	2000 Trailmobile	
17248	Trailer			Leased	11	2000 Trailmobile	
17348	Trailer			Leased	11	2000 Trailmobile	
17448	Trailer		x	Leased	11	2000 Trailmobile	
17548	Trailer		x	Leased	11	2000 Trailmobile	
17648	Trailer			Leased	11	2000 Trailmobile	
17945	Trailer			Leased	16	1995 Trailmobile	
18045	Trailer		x	Leased	5	2006 Trailmobile	
18145	Trailer		x	Leased	5	2006 Trailmobile	
18245	Trailer		x	Leased	5	2006 Trailmobile	
18345	Trailer		x	Leased	5	2006 Trailmobile	
18445	Trailer		x	Leased	5	2006 Trailmobile	
18545	Trailer		x	Leased	5	2006 Trailmobile	
18645	Trailer		x	Leased	5	2006 Trailmobile	

Law Motor Freight Master Vehicle List -- as of June 1, 2011						
Unit#	Category	Liftgate	Sidedoor		Age	Make Model
18745	Trailer		x	Leased	5	2006 Trailmobile
18845	Trailer		x	Leased	5	2006 Trailmobile
18945	Trailer		x	Leased	5	2006 Trailmobile
19045	Trailer		x	Leased	3	2008 Trailmobile 011A
19145	Trailer		x	Leased	3	2008 Trailmobile 011A
19245	Trailer		x	Leased	3	2008 Trailmobile 011A
19345	Trailer		x	Leased	3	2008 Trailmobile 011A
19445	Trailer		x	Leased	3	2008 Trailmobile 011A
19545	Trailer		x	Leased	3	2008 Trailmobile 011A
19645	Trailer		x	Leased	3	2008 Trailmobile 011A
19745	Trailer		x	Leased	3	2008 Trailmobile 011A
19845	Trailer		x	Leased	3	2008 Trailmobile 011A
19945	Trailer	x	x	Leased	3	2008 Trailmobile 011A
20045	Trailer		x	Leased	2	2009 Trailmobile
20145	Trailer		x	Leased	2	2009 Trailmobile
20245	Trailer		x	Leased	2	2009 Trailmobile
20345	Trailer		x	Leased	2	2009 Trailmobile
20445	Trailer		x	Leased	2	2009 Trailmobile
20545	Trailer	x	x	Leased	2	2009 Trailmobile
20645	Trailer		x	Leased	2	2009 Trailmobile
20745	Trailer		x	Leased	2	2009 Trailmobile
20845	Trailer		x	Leased	2	2009 Trailmobile
20945	Trailer		x	Leased	2	2009 Trailmobile
1148	Trailer			Leased	15	1996 Dorsey
1748	Trailer			Leased	9	2002 Trailmobile
1848	Trailer			Leased	9	2002 Trailmobile
24	Tractor			Leased	12	1999 Mack CH613
25	Tractor			Leased	12	1999 Mack CH613
33	Tractor			Leased	10	2001 Mack CH613
43	Tractor			Leased	4	2007 Mack CXN 613
44	Tractor			Leased	4	2007 Mack CXN 613
45	Tractor			Leased	4	2007 Mack CXN 613
63	Tractor			Leased	11	2000 Mack CH613
64	Tractor			Leased	6	2005 Mack CXN 613
65	Tractor			Leased	6	2005 Mack CXN 613
66	Tractor			Leased	5	2006 Mack CXN 613
67	Tractor			Leased	5	2006 Mack CXN 613
73	Tractor			Owned	2	2009 Mack CXU-613
74	Tractor			Owned	2	2009 Mack CXU-613
75	Tractor			Owned	2	2009 Mack CXU-613
77	Tractor			Leased	2	2009 Mack CXU-613
78	Tractor			Leased	0	2011 Mack CXU-613
79	Tractor			Leased	0	2011 Mack CXU-613
80	Tractor			Leased	0	2011 Mack CXU-613
81	Tractor			Leased	0	2011 Mack CXU-613

Enclosure 1

Sunday picking Dec 23, 2012				
Store#	Order day/date	pick/ship day/date	Delivery day/date	
34	Fri - Dec 21	Sun - Dec 23	Mon, Dec 24	5.00am
38	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
50	Fri - Dec 21	Sun - Dec 23	Mon, Dec 24	5.000am
66	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
67	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
69	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
73	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
76	Fri - Dec 21	Sun - Dec 23	Sun - Dec 23	
Store #	Order day/date	pick/ship day/date	Delivery day/date	
34	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
38	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
50	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
66	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
67	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
69	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
73	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	
76	Sat- Dec 22	Sun - Dec 23	Mon, Dec 24	

Monday picking Dec 24, 2012			
Store#	Order day/date	pick/ship day/date	Delivery day/date
34	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
38	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
50	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
66	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
67	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
69	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
73	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26
76	Sun - Dec 23	Mon - Dec 24	Wed - Dec 26

<p>Christmas Tuesday - Dec 25, 2012</p>
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Wednesday Picking - Dec 26, 2012

Store#	Order day/date	pick/ship day/date	Delivery day/date
34	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
38	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
50	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
66	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
67	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
69	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
73	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27
76	Mon - Dec 24	Wed, Dec 26	Thu - Dec 27

Thursday Picking - Dec 27, 2012

Store#	Order day/date	pick/ship day/date	Delivery day/date
34	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
38	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
50	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
66	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
67	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
69	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
73	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28
76	Wed, Dec 26	Thu - Dec 27	Fri - Dec 28

Friday picking - Dec 28, 2012

Store#	Order day/date	pick/ship day/date	Delivery day/date
34	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
38	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
50	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
66	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
67	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
69	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
73	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29
76	Thu - Dec 27	Fri - Dec 28	Sat - Dec 29