



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

April 21, 1994

IN REPLY PLEASE  
REFER TO OUR FILE

R-16

John A. Pillar, Esquire  
312 Boulevard of the Allies  
Suite 700  
Pittsburgh, PA 15222



Re: A-00111142,F.2  
General Commodities Warehouse  
& Distributing Company, L.P.

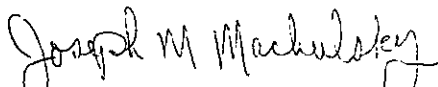
Dear Mr. Pillar:

Under date of March 29, 1994, the Secretary's office transmitted to you the Commission's compliance order of March 24, 1994, evidencing approval of the above carrier's application which is in effect a transfer of the rights formerly held by General Commodities Warehouse & Distributing Co., Inc. at A-00101312,F.3. The letter transmitting the order directs attention to the requirement for the filing of a tariff.

Pa. Code, Title 52, Section 23.13(c) provides that in the case of change in ownership, etc., if feasible to do so, the tariffs of the former operator shall be adopted by the new operator. In this instance, however it is not possible to meet the tariff requirements by the adoption of the former schedule for the reason that new contracts will be executed between the shipper and the carrier.

It will be necessary, therefore, to prepare and file a new schedule to be designated as Contract Pa. P.U.C. No. 1, to provide for the rates as named in the contract.

Very truly yours,  
Barry L. Ernst, Director  
Bureau of Transportation

By:   
Joseph M. Machulsky, Chief  
Financial Document Section

cc: General Commodities Warehouse  
& Distributing Company, L.P.  
499 Nixon Road  
Cheswick, PA 15024

Contact Person: G.L. Baker  
(717) 783-5936

EXTENSION OF TIME FOR COMPLIANCE ORDERS  
MOTOR CARRIERS

A. 00111142 , F1 23,  
Docket Number

JOHN A PILLAR ESQUIRE  
PILLAR & MURLOY  
SUITE 700  
312 BOULEVARD OF THE ALLIES  
PITTSBURGH PA 15222

Applicant/Attorney

GENERAL COMMODITIES WAREHOUSE AND  
DISTRIBUTING COMPANY, LP

Commission Order Adopted: March 24, 1994

Extension of time until: July 1, 1994

Reason for Extension: needs more time

Outstanding Requirements: tariff

Requested By: MARK TEWES

GENERAL COMMODITIES WAREHOUSE &  
DISTRIBUTING COMPANY, LP  
499 NIXON ROAD  
CHESWICK PA 15024

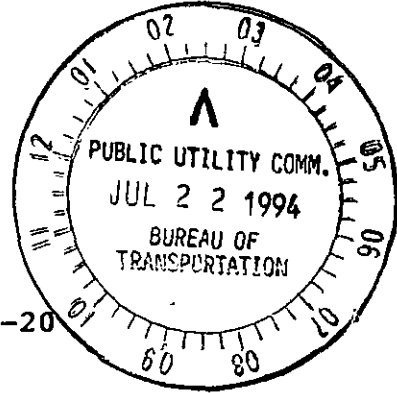
Approval given by:

DOCUMENT  
FOLDER

MOCKETED

JUN 08 1994

Elizabeth McConnell Ditzler  
Elizabeth McConnell Ditzler  
PUC - Service Section  
717-787-3366



CONTRACT 92-10-20

WAREHOUSING AND DISTRIBUTION SERVICES

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA LIQUOR CONTROL BOARD  
CAPITAL AND BOAS STREETS  
HARRISBURG, PENNSYLVANIA 17124-0001

AND

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.  
760 COMMONWEALTH DRIVE  
PITTSBURGH, PENNSYLVANIA 15086

A-111142  
F. 2

DOCUMENT  
FOLDER

LOCKETED  
JUL 26 1994

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**APPENDICES**

A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R  
S, T

## APPENDICES

- A - Cost Information
- B - Nondiscrimination Clause
- C - Fiscal Year Operation Dates
- D - Manual of Instructions
- E - Historical Description of Liquor Received (Rail, Truck, Pier), Stored and Warehouse Transfer Orders
- F - Financial Evaluation Methodology and Cost Information
- G - Description of Supply Items and Shipment Figures
- H - Pallet Specifications
- I - Liquor Code Section, Laws of Pennsylvania
- J - Adverse Interest Act
- K - Contractor Integrity Provisions
- L - Moving Information
- M - 1993 Store Holiday Schedule
- N - Sample Holiday Buildup Schedule
- O - Invoicing Instructions
- P - Sample Receipt Entry Agreement
- Q - EDP Information
- R - Contractor Responsibility Provisions
- S - Provisions for Commonwealth Contracts Concerning the Americans With Disabilities Act
- T - SERB Information

IN WITNESS WHEREOF, the PARTIES to this Contract have executed it through their respective duly authorized officers, as of the date first above written. This Contract shall not be fully executed and binding on the PARTIES unless and until all signatures are affixed hereto.

ATTEST:  
BY: Barbara S. Shear

NAME: Barbara S. Shear

TITLE: Secretary, Shear Investments Inc.  
General Partner for General Commodities  
Warehouse & Distributing Co., L.P.

FED ID NO: 25-1673288  
BY: Herbert S. Shear

NAME: Herbert S. Shear

TITLE: President, Shear Investments Inc.  
General Partner for General Commodities  
Warehouse & Distributing Co., L.P.  
3/24/93

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA LIQUOR CONTROL BOARD

ATTEST:  
BY: Emma A. Pettis

NAME: Emma A. Pettis

TITLE: Secretary to PLCB Chairman

BY: James A. Goodman

NAME: James A. Goodman

TITLE: Chairman, Pennsylvania Liquor  
Control Board 4/12/93

APPROVED FOR FORM AND LEGALITY:

Tracy X O'Connell  
OFFICE OF CHIEF COUNSEL (PLCB)  
4/14/93  
DATE

Orval T. John  
OFFICE OF ATTORNEY GENERAL  
4/27/93  
DATE

CERTIFICATION OF FUNDS:

I HEREBY CERTIFY THAT  
FUNDS IN THE AMOUNT OF  
\$640,000.00 ARE AVAIL-  
ABLE UNDER APPROPRIATION:  
084-026-291-42-2  
D. Winchell 4/29/93  
COMPTROLLER DATE

APPROVED:  
BY: Dennis D. M...  
SECRETARY OF THE BUDGET  
4-29-93  
DATE

PART I

PROPOSED CONTRACT

GENERAL CONDITIONS

I-1. TYPE OF CONTRACT

- A. The parties to this contract are the Pennsylvania Liquor Control Board, hereinafter referred to as "PLCB", and General Commodities Warehouse and Distributing Company, . L.P., hereinafter referred to as "Contractor".
- B. Rates of payment, reimbursement, and shipping or receiving levels, whether stated in the Request For Proposal, or at any time prior to this contract, or in this contract, are not to be construed as minimum or maximum guaranteed amounts. No agreement or guarantee is made concerning any minimum or maximum amounts.

I-2. DEFINITIONS - For purposes of this contract, the following terms and definitions apply:

- A. Board - The Pennsylvania Liquor Control Board (PLCB).
- B. Build-Up Period - A period of time during which the PLCB shall determine to ship and receive merchandise in excess of ordinary shipping and/or receipt levels.
- C. Contract Year - One full year beginning on the effective date of this contract and each subsequent full year thereafter during the term of this contract.
- D. Contractor - General Commodities Warehouse & Distributing Company, L.P.
- E. Damaged Merchandise - Any merchandise that has, through the perils of transportation, handling or natural occurrences, attained a condition that prevents its sale at full retail price through the Pennsylvania Liquor Store System. The PLCB reserves the sole right to determine if merchandise is damaged.
- F. Day - A calendar day.

G. Inbound Transportation Damage - Merchandise discovered by the Contractor to be damaged at time of receipt.

H. Merchandise - Liquor and supplies tendered to the PLCB.

1. Regular stock merchandise is liquor listed by the PLCB, stocked in board warehouses, and available for ordering by all PLCB stores.

2. Specialty merchandise is liquor purchased by the board for sale only in selected PLCB stores. Cases are marked with PLCB product code number and the specific store to which the merchandise is to be delivered.

3. Supplies are bags and any other store materials the board chooses to stock and distribute from the warehouse in the future.

I. PLCB - Pennsylvania Liquor Control Board.

I-3. INDEPENDENT CAPACITY OF THE CONTRACTOR - The Contractor and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the PLCB. Nor shall they, for any purpose, be deemed or considered officers, employees or agents of the PLCB.

I-4. ASSIGNMENT AND SUBCONTRACTING -

A. Assignment - This contract shall not be assigned by the Contractor either in whole or in part without the prior expressed written consent of the Board.

B. Subcontract - No contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the PLCB. Any subcontract hereunder entered into shall be annotated "Approved" by the PLCB. This provision shall not be taken as requiring the PLCB's approval of employment between the Contractor and personnel assigned for services thereunder.

I-5. PLCB HELD HARMLESS - The Contractor shall be responsible for and agrees to indemnify, defend and save harmless the PLCB and the Commonwealth, its officers, agents and employees from damages to property or injuries to any person(s), including Contractor employees or agents, and from any other losses, damages, expenses, claims, demands, suits, and actions by any party against the PLCB and/or the Commonwealth which arises from or is related or connected to the conduct or operation by the Contractor or arising out of the performance by the Contractor under this contract.

I-6. CONDUCT OF SERVICE -

- A. Unless otherwise provided herein, the Contractor shall furnish all necessary qualified personnel to perform the requirements set forth in the contract specifications. In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the PLCB Contract Administrator may measure the amount and quality of the Contractor's effort against the representations made by the Contractor and in comparison with the schedules and guidelines established by the PLCB under this contract in determining the extent of services to be provided. The Contractor's work hereunder shall be carried out under the supervision of the PLCB Contract Administrator. The PLCB will, within five (5) days of the effective date of this contract, provide the Contractor with the name of the PLCB Contract Administrator.
- B. Clerical Costs - The Contractor is responsible for and agrees to pay for all clerical and administrative costs which it incurs incidental to the terms and conditions of this contract.
- C. Equal Opportunity Employment - See Appendix B.
- D. Contractor Integrity Provisions - See Appendix K.
- E. Liquor Code - See Appendix I.
- F. Adverse Interest Act - See Appendix J.

G. Covenant Against Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the PLCB shall have the right to terminate this contract, in writing, without liability, or, in its discretion, to deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

H. License Required - The final award of this contract is contingent upon the satisfactory issuance to the Contractor of any appropriate license or permit legally necessary to operate including, but not limited to, a bailee-for-hire and a transporter-for-hire Class A license as required by the Pennsylvania Liquor Code and regulations promulgated pursuant thereto.

I. Other Contractors - The Contractor shall fully cooperate with other Contractors and/or employees inasmuch as the performance of work of such other Contractors and/or Commonwealth's employees is related to the successful operation of the PLCB's business. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor and/or employees. This subparagraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The PLCB shall equitably enforce this subparagraph to all Contractors to prevent the imposition of unreasonable burden upon any Contractor.

J. Environmental Protection - In carrying out the contract, the Contractor shall strictly comply with all applicable environmental laws and regulations (local, state and federal).

K. The parties agree that they shall perform their obligations hereunder in accordance with all applicable federal and state laws,

See  
attached  
Supplement

regulations and rules now and hereafter in effect. If any term or provision of the contract shall be found to be illegal or unenforceable, then the contract shall remain in full force and effect and such term or provision shall be deemed stricken.

- L. Failure by the PLCB to exercise any of its rights and remedies under this contract shall not constitute a waiver of those rights or remedies.

I-7.

SECURITY, INSURANCE, MAINTENANCE, SURETY -

- A. Insurance - Except as provided for in subparagraph I-7.A.4 below, the Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies and evidenced by policies, both of which are acceptable to the PLCB.

All insurance policies shall name the PLCB as an additional insured. Prior to commencement of work under this contract, Contractor shall provide the PLCB with current certificates of insurance. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or changed until at least thirty (30) days prior written notice has been given the PLCB. Copies of such notification shall be sent to the PLCB Contract Administrator.

The Contractor also agrees to authorize any provider of insurance coverage required under this contract, to notify the Contract Administrator of any notices or premiums due by sending a copy of such notice to the Contract Administrator. The PLCB reserves the right, in the event of any default by the Contractor on any premiums due hereunder, to cure said default and to deduct such premiums from any monies due the Contractor.

1. Workmen's Compensation Insurance sufficient to cover all of the employees of Contractor working to fulfill this contract.
2. Comprehensive General Liability Insurance, Property Damage Insurance, and Automobile Liability Insurance in

such amounts as the PLCB shall deem sufficient which shall not exceed \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one person in a single occurrence and \$500,000 for a single occurrence of property damage.

3. Flood Insurance - The Contractor shall maintain flood insurance insuring the interest of the PLCB in all merchandise in the custody of the Contractor as well as office supplies and equipment belonging to the Board. The amount of the insurance maximum will be based on the allowable insurance available for that specific site. The clause is applicable to any and all facilities/equipment situated in a flood plain designated by the U.S. government.
  4. Fire Regulation Compliance - The Contractor agrees to comply with regulations and rules of the fire insurance company(ies) insuring the merchandise in the custody of the Contractor. Premiums on the fire insurance policy(ies) issued to the PLCB as insured shall be paid by the PLCB.
- B. Personal Injury/Property Damage - Without in any way limiting the scope of subparagraph I-7.A. above, the Contractor shall be liable for all personal injuries or property damage to invitees while on the Contractor's property. The Contractor shall also be liable for any injuries or damages sustained by the PLCB, its agents, servants or employees resulting from the activities of the Contractor, its agents, servants or employees.
- C. Occupational Safety and Health Requirements - All matters dealing with health, welfare and working conditions of Contractor's employees are the responsibility of the Contractor. The Contractor agrees to comply with all local, state and federal regulations governing health, welfare and occupational safety standards.

D. Facility(ies) Security - The Contractor shall be responsible for all interior and exterior security of the Distribution Center Facility(ies) at its own expense.

1. Interior - The Contractor shall supply and maintain protective equipment and services which include burglar alarm and sprinkler systems with both off and on-site monitoring. Costs for any service/maintenance contract related to the overall security system shall be borne by the Contractor. Equipment shall remain at all times the property of the Contractor.

Sprinkler system shall have been checked/tested and certified prior to receiving initial merchandise. This requirement shall be met on an annual basis. A copy of the certification shall be forwarded to the Contract Administrator within thirty (30) days following the test. If the test is not made, the PLCB may contract for test certification and deduct said charges from monies owed the Contractor.

2. Exterior - The Contractor is responsible for providing round-the-clock security protection for the facility to include protection of both building and grounds, as well as protection of employees. Costs for this round-the-clock security protection shall be borne by the Contractor.

E. Facility(ies) Maintenance - The Contractor is responsible for any damage caused by its operation or use to all facility(ies) and for the maintenance of all areas under its control. The following maintenance areas are listed for example only:

1. Regular and routine cleaning of all areas under the control of the Contractor and all office space utilized by the PLCB, including but not limited to storage areas, office facilities, docks, lunch room, building service area and restrooms.

2. Collecting and removing all trash, including that of the PLCB office staff.
  3. Snow removal for all paved areas of the facility and the maintenance of surrounding ground, lawn and landscaped areas.
- F. Performance Surety - The Contractor agrees to furnish at its own expense a Performance Bond equal to one million dollars (\$1,000,000) or other performance guarantee which is acceptable to the PLCB.

#### **TERMS, CHANGES, CONDITIONS**

**I-8. TERM OF CONTRACT -**

- A. The term of this contract shall be for the period beginning upon the latter of either the date on which all signatures are obtained or May 1, 1993, unless otherwise amended in writing, and ending at the close of business five years later.
- B. The Contract is subject to the availability and appropriation of funds necessary to reimburse the Contractor for services provided the PLCB under this contract.
- C. The PLCB reserves the right to terminate the contract at anytime with or without cause upon seventy-five (75) days written notification.

**I-9. CHANGES TO DELIVERY SITES AND SCHEDULES -** At its sole option and discretion the PLCB may change the volume(s), delivery day(s), delivery time(s) and/or the location of individual stores. Except where modifications render impossible deliveries by the Contractor, the PLCB may at any time make changes to the service required of the Contractor, e.g., add, delete or relocate delivery points, increase or decrease volumes and codes handled, and change the items to be delivered by the Contractor to each delivery point.

Contractor shall discuss any change to or deviation from the established delivery schedule with the PLCB's Bureau of Retail Management Regional Manager and the PLCB Warehouse Manager. Any change or deviation undertaken shall be only with the approval of the Regional Manager or

his/her designated representative(s) and the PLCB Warehouse Manager. This does not include the Store General Manager or other store personnel.

Delivery rates for new, relocated or additional points shall be determined by mutual agreement of the parties based on current rates for adjacent or nearby delivery points serviced by the Contractor. Upon deletion of any store or delivery point, no further compensation shall be due the Contractor. The PLCB will advise the Contractor, in writing, whenever it opens a new store or relocates a store. The Contractor shall advise the Contract Administrator in writing, of the Contractor's proposed delivery rate for the new or relocated store. Upon the approval of the rate, the store shall be added to the Contractor's payment list and become a part of this agreement.

I-10. DISCHARGE - If during the term of the contract, or any additional period or extension thereof, the PLCB is required to discontinue operations through actions taken by the courts, Federal Government, by action or inaction of the Legislature of the Commonwealth of Pennsylvania, or some other cause beyond the control of the PLCB, this agreement shall immediately expire and both parties are discharged from all terms, conditions and covenants in this contract. However, a final settlement inventory of this contract is required and shall survive expiration of this contract.

I-11. DEFAULT -

A. The PLCB may, except as provided in paragraph I-12 - FORCE MAJEURE, by written notice of default to the Contractor, terminate the whole, or any part, of this contract if the Contractor fails to perform any of the provisions of this contract and does not cure such failure within a period of ten (10) days after receipt of notice specifying such failure.

B. In the event the PLCB exercises its option to declare default pursuant to subparagraph I-11.A. above, the PLCB may procure similar services to those so terminated. The Contractor shall be liable to the PLCB for any excess costs for such similar services, provided that the Contractor shall continue this contract if, and to the extent it is not terminated under the provisions of subparagraph I-11.A. above.

- C. In the event the PLCB exercises its option to declare default pursuant to subparagraph I-11.A. above, the PLCB may require the Contractor, at the Contractor's cost, to transfer title and deliver to the PLCB in the manner and to the extent directed by the PLCB Contract Administrator, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated. Payments for completed work accepted by the PLCB shall be at the contract price. Payments for partially completed work accepted by the PLCB shall be in an amount agreed upon by the parties to this contract. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of paragraph I-13 - **DISPUTES**. The PLCB may withhold from amounts otherwise due the Contractor for such completed or partially completed work, reports or other documentation such sum as the Contract Administrator determines to be necessary to protect the PLCB against loss because of outstanding liens or claims.
- D. The rights and remedies of the PLCB provided in this paragraph I-11 shall not be exclusive and are in addition to any other available legal or equitable rights and remedies whether provided by law, equity or under this contract.

I-12. **FORCE MAJEURE** - Any failure to perform the obligations of this contract by either party is excused only if such failure is caused by war, rebellion, civil unrest, riots, acts of God, fire, authority of law, strikes, stoppage of labor, lockouts or labor troubles; but during such emergencies, the PLCB may adopt any available means to provide for the receipt, storage and delivery of its merchandise without any obligation to the Contractor. If the Contractor fails to perform its obligations for a period of twenty (20) or more days due to the causes cited in this paragraph, Contractor shall pay the PLCB and the PLCB is entitled to recover for the entire period the difference between the costs incurred in providing alternative service, and the costs that would have been incurred had the Contractor provided the services.

I-13. DISPUTES - Any controversy, claim or dispute arising out of or relating to this contract including the breach thereof, shall be settled by arbitration in accordance with the "Uniform Arbitration Act" (42 Pa.C.S.A. 7301 et seq) regarding common law arbitration. Neither the Contractor nor the PLCB is relieved of its responsibilities under this contract notwithstanding institution of dispute resolution procedures.

The party seeking arbitration shall give written notice to the other of its intention to arbitrate, which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy(ies) sought. The arbitrator is to be selected jointly by the parties within ten (10) days after receipt of notice of intention to arbitrate. If the parties fail to agree, an arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

All administrative costs under this paragraph I-13 are to be appropriated in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

I-14. INSOLVENCY - In addition to any other provisions of this contract, regardless of any Order of Court and not by way of limitation, if at any time during the term of this contract, pursuant to any statute either of the United States or of any State, bankruptcy proceedings, voluntary or involuntary, and including, Chapter XI - Reorganization of the Federal Bankruptcy Act; appointment of a receiver of all or a portion of the Contractor's property; or if the Contractor makes an assignment for the benefit of the creditors; or the Contractor assigns the contract voluntarily or involuntarily by judicial sale or otherwise; and the same are not withdrawn, settled or disposed within thirty (30) days of filing, appointment or assignment, this contract at the option of the PLCB exercised within a reasonable period of time of notice of the happening of any one (1) or more such events may be cancelled and terminated and the Contractor shall be in default of the terms of this contract. This provision shall in no way limit any other rights of the PLCB in the event of the Contractor's default of any other terms of this contract.

- I-15. FACILITY(IES) UTILIZATION - The Contractor agrees to perform distribution services at the facility(ies) located at Papercraft Building, Papercraft Park, Pittsburgh, PA 15238-3218, and only at other facilities when approved by the PLCB, subject to all provisions of this contract and such conditions as the Contract Administrator or his representative shall establish.

SERVICES TO BE PROVIDED

I-16. GENERAL

- A. The Contractor shall receive, store and handle the PLCB's merchandise at the Contractor's facility(ies) as provided in this agreement and distribute therefrom to the various Pennsylvania Liquor Stores listed in Appendix A of this agreement and/or, at the discretion of the PLCB, to points other than Pennsylvania Liquor Stores as the PLCB requests as more fully specified in this agreement. The Contractor shall operate its facility(ies) in accordance with the operating schedule of Pennsylvania Liquor Stores with regard to holiday closings (see Appendix M).

Within thirty (30) days of the beginning of this contract, as found in paragraph I-8, the Contractor shall receive, store and handle the PLCB merchandise at the Contractor's facility(ies) as provided in this contract. The Contractor shall be capable of distributing the PLCB products from the Contractor's facility(ies) to the various Pennsylvania Liquor Stores listed in Appendix A of this contract and/or, at the discretion of the PLCB, to points other than Pennsylvania Liquor Stores as the PLCB requests, as more fully specified in the contract, within sixty (60) days of the beginning term of this contract.

- B. Special Services - Upon request of the PLCB, the Contractor shall perform special services, such as licensee order delivery and/or handling and distribution of point of sale advertising, not otherwise provided for in this contract at rates which shall be approved by the Board.

C. Optional Services - At the sole discretion of the PLCB, the Contractor may be requested to, and shall, provide the types of optional services listed below at rates as shown in Appendix F. These rates are subject to the standard CPI adjustment applied under this contract.

1. Equipment and operator for delivery of merchandise to various locations. Rates based on type of equipment, number of cases, miles covered, hours of utilization, stated minimums or combinations of factors as provided by contractor.

2. Equipment and operator for the unloading and/or loading of merchandise on an hourly basis for various types of unitized loads. Rates based on hourly rate per type equipment proposed and applicable minimums as provided by contractor.

D. Moving Cost - In the event a facility(ies) is utilized other than the warehouse currently being operated by a current Contractor, the Proposer awarded this contract may be required to move all remaining PLCB merchandise from this facility(ies) to the new facility under the awarded contract (see Appendix L for information on merchandise to be moved and Appendix F for costs):

I-17.

RECEIPT AND STORAGE OF MERCHANDISE - The Contractor shall receive and store merchandise delivered to the warehouse via rail or trucks in various loading modes; unload and properly store said merchandise to insure regular rotation of stock on first-in, first-out basis and to insure compliance with the terms under which the merchandise was shipped to the PLCB. The normal schedule for receipt of merchandise will be five (5) days per week, Monday through Friday. Receiving and storage services include, but are not limited to, the following:

A. Unloading - Contractor using appropriate equipment and/or labor, shall be prepared to physically enter, remove, count, receive and store both unitized and non-unitized merchandise (unpalletized) from any mode of transportation. The various types of shipments will be handled as described below.

1. Unitized Loads (Palletized): Contractor using mechanical equipment as defined in the contract is to unload unitized loads identified as pallet (one code), slip sheeted, shrinkwrap, clamp, etc.
2. Non-Unitized Loads (Unpalletized - floor loads): Contractor is to unload under the following conditions:
  - a. If carrier is not obligated, unable or refuses to unload, and,
  - b. Contractor receives verbal authorization from the PLCB Contract Administrator or his on-site representative/PLCB Warehouse Manager before proceeding with the actual unloading.
- B. Verifying, by signature, vendor's or its delivering agent's delivery Bill-of-Lading,
- C. Properly maintaining and operating the PLCB's delivery permit schedule,
- D. If requested by the PLCB, identifying, segregating and handling damaged receipts, as specified in paragraph I-34 and Appendix D,
- E. Placing receipted merchandise in proper storage areas for picking and distribution,
- F. Filing reports, and completing forms and receipts in a timely manner as the PLCB may require, including the issuance of manually and/or electronically signed merchandise receipts and forms; and
- G. Applying new seals to any partial shipping container received for on carriage to another PLCB facility(ies); recording incoming and outgoing seal number(s) on forms prescribed by the PLCB,
- H. Recording seal numbers, overage, shortage and damage of all inbound shipping containers on forms prescribed by the PLCB.

**I-18. PICKING AND DELIVERY OF STORE ORDERS -**

- A. General - The Contractor shall, on a daily basis, pick store orders from regular stock

and specialty merchandise, merge with appropriate bottle orders and load on delivery trucks in sufficient time to insure transportation and delivery to Pennsylvania Liquor Stores in accordance with the daily schedule established by the PLCB.

B. Pick-Up Order Selection - When directed by the PLCB, the Contractor shall select and assist in loading specific full case, partial case or pallet quantities of merchandise for pick-up by the PLCB at the Contractor's facility(ies).

- I-19. PALLET ORDERS - When directed by the PLCB, the Contractor shall select and load pallet quantities of merchandise onto delivery trucks and deliver to Pennsylvania Liquor Stores or other designated points.
- I-20. SHIPMENTS TO POINTS OTHER THAN PENNSYLVANIA LIQUOR STORES - The Contractor will select and load merchandise for shipment to points other than PLCB Liquor Stores as designated by the PLCB or its designated representative. The base picking rate is applicable.
- I-21. STORE DELIVERIES - The Contractor shall deliver merchandise in enclosed trucks, inside Pennsylvania Liquor Stores in conjunction with the delivery schedule. Under normal conditions, deliveries are to be made at times as agreed upon, on the day established in the delivery schedule. The first store on each route shall be notified by the Contractor of the approximate time of delivery at least one day in advance of such delivery by telephone call or other approved means.
- I-22. DAMAGED RECEIPTS - If directed by the PLCB or its designated representative, the Contractor shall recondition damaged merchandise for future shipment to stores. If required to recondition damage, the Contractor shall complete damage processing within one (1) week of receipt of inbound damage and within one (1) week of occurrence if damaged while in the Contractor's custody. The Contractor will be reimbursed for this service at the per case rate in effect as shown in Appendix F.
- I-23. PROCESSING OF PLCB LIQUOR STORE RETURNS - The Contractor shall accept from the Pennsylvania Liquor Stores merchandise to be returned to

vendors or to be redistributed to PLCB Liquor Stores. This merchandise shall be returned to the Distribution Center by the Contractor and be reassembled, consolidated, shipped or distributed, as directed by the PLCB or its designated representative. The Contractor will be reimbursed for this service at the per case rate as is in effect as shown in Appendix F.

The Contractor shall also accept for return empty cases for reuse by the Board. These cases shall be picked up at designated stores, counted by Board employees and signed for at the warehouse. The Contractor shall be paid \$.21 for each reusable case returned.

I-24. MERCHANDISE VALIDATIONS - As directed by the PLCB or its designated representative, Contractor shall be required to select cases of particular merchandise and open them to verify contents, UPC codes, labels or other data. Merchandise will then be processed in accordance with PLCB instructions. The first fifteen (15) validations per month shall be performed at no cost. The Contractor will be reimbursed for additional validations at the rate as shown in Appendix F.

I-25. DOCUMENTATION - The Contractor shall, on the same day as merchandise is received, record receipts of merchandise in the form specified by the PLCB. In no case shall reporting of such delivery be delayed longer than 24 hours after occurrence. Such evidence shall be signed by the shipper and consignee and show the kind and quantity of merchandise received or delivered. The receipt process is not complete until appropriate input to the PLCB computer system has been accomplished. The Board desires to facilitate the exchange of data with the contractor by electronically transmitting and receiving data in prescribed formats in substitution for conventional paper-based documents. To ensure that these transmissions are not legally invalid or unenforceable as a result of the use of available electronic technologies, contractor shall execute an agreement with the Board to evince its intent to create binding obligations pursuant to the electronic transmissions received data. A copy of the sample Receipt Entry Agreement is included as Appendix P. The Contractor shall maintain a separate record, by item, of inventory in his custody at all times.

I-26. **CONTRACTOR INVOICING/CLAIMS** - The Contractor shall submit a detailed invoice to the PLCB's Central Office in Harrisburg, Pennsylvania, at the end of each day or week, as specified in Appendix O. The PLCB will process these invoices for payment in a timely manner.

Contractor agrees that all claims presented by the PLCB shall be paid within thirty (30) days. Failure to make payment will result in the PLCB deducting the claim amount from monies owed the Contractor. Contractor further agrees that any objection to a claim will be made in writing within thirty (30) days of the claim date. Failure to submit an objection to the claim will be considered the Contractor's agreement to the propriety of the claim.

I-27. **EQUIPMENT** - The Contractor shall furnish pallets, forklifts, trucks, vans and trailers, office equipment and any other necessary equipment to perform its contractual requirements. Equipment utilized shall be capable of handling all shipping modes, including but not limited to slipsheets and pallets.

I-28. **TRUCK AND RAIL SERVICE CHARGES** - The Contractor shall be liable for all truck detention and rail demurrage charges, except such as are incurred as a result of strikes by PLCB employees, or in other instances where the PLCB specifically accepts responsibility. The Contractor shall enter into appropriate agreements with carriers, including but not limited to, an Average Demurrage Agreement with servicing railroads, regarding payment of such charges. Should any truck detention or any rail demurrage charge except as explained herein above, be paid by the PLCB, the same may be charged to or against any monies due the Contractor. The PLCB will notify the Contractor of receipt of any demurrage charges or detention charges claimed against the Contractor. The Contractor shall be given a reasonable length of time, not to exceed thirty (30) days, to reply to the carrier and the PLCB indicating whether such charges are valid, and, if not valid, the reasons why such charges shall not be paid.

I-29. **USE OF PALLETS** - All pallets used shall be 48" x 40" four-way entry pallets which comply with the specifications in Appendix H. When requested by the PLCB, the Contractor agrees to enter into a pallet exchange program with shippers, vendors, carriers and other Contractors.

I-30. SAMPLES - The Contractor shall provide, at PLCB request, samples of merchandise.

Procedure for handling samples:

- A. Select cases of merchandise requested for laboratory analysis.
- B. Remove one sample unit, complete proper bottle label, insert PLCB prepared documentation for store verification and accounting entry.
- C. Repack the samples into cases for shipment.
- D. Deliver the partial cases from which the samples were removed to predesignated stores as an add-on order utilizing a PLCB-142 for record and billing purposes.

I-31. INVENTORIES - The Contractor is solely responsible for all merchandise in the warehouse facility(ies). The Contractor shall maintain a separate record, by item, of inventory held for distribution to Pennsylvania Liquor Stores.

- A. The Contractor shall furnish such of the Contractor's employees and equipment as are necessary for the Commonwealth to take a physical inventory of the PLCB's merchandise annually and/or immediately prior to contract termination. All equipment and procedures employed shall insure the safety of Commonwealth personnel.
- B. The conditions of subparagraph I-31.A. shall also apply when the PLCB requests any additional inventories except that the PLCB shall pay for such additional inventories at a mutually agreeable rate. The PLCB shall request additional inventories in writing.
- C. If there is vendor private account liquor stored in the Contractor's facility, the Contractor shall account for it separately. At the time of the annual and/or contract termination physical inventory, the Contractor shall provide the PLCB with inventory figures showing the quantities of each type liquor belonging to private vendors. All other liquor of each type counted in the inventory shall be presumed to

belong to the PLCB if not included in the private account inventory. The Commonwealth reserves the right to conduct a physical inventory of vendor private account liquor at the time of the annual and/or contract termination inventory.

- D. The results of an inventory overage in either liquor or supplies, as expressed in dollars and cents, shall be added to the distribution center's inventory balance and become the responsibility of the Contractor.
- E. The results of an inventory net shortage in either liquor or supplies, as expressed in dollars and cents, will be claimed separately, in writing, against the Contractor. If either claim is not resolved within thirty (30) days, at the sole discretion of the PLCB, the PLCB shall deduct an amount equal to the shortage from monies due the Contractor from this contract. In the event no monies are due the Contractor from this contract, the Contractor shall make payment to the PLCB thirty (30) days after notification of the amount due.
- F. The inventory shall be stated at PLCB cost.
- G. The PLCB shall provide an inventory report for each physical inventory taken.
- H. As part of the Contractor's beginning inventory, the PLCB shall include all merchandise, either liquor or supplies, shipped directly to the Contractor's facility(ies) as well as merchandise shipped from the PLCB's former facility. The PLCB, Office of Comptroller and the Contractor shall have representatives at the former facility. The representatives shall agree to a count, as the merchandise is placed in the Contractor's vehicles. The representatives shall each verify the count by signature. Said count shall be included as part of Contractor's start-up inventory.

I-32. OFFICE SPACE -

The Contractor shall provide office space at its facility(ies), for PLCB employees and equipment. A minimum of 800 usable square feet is required.

This space shall have readily available access to adequate restroom facilities, both male and female. During the heating season, Contractor agrees to furnish and maintain heating equipment sufficient to maintain a uniform temperature of 70 degrees Fahrenheit inside at 0 degrees Fahrenheit outside temperature, and during the cooling season, Contractor agrees to furnish, install, and maintain air conditioning equipment of sufficient capacity to maintain 80 degrees Fahrenheit dry bulb with 50% relative humidity inside when outside conditions are 95 degrees Fahrenheit dry bulb and 78 degrees Fahrenheit wet bulb temperature. In the event Contractor fails to provide the services which pertain to the building and/or maintain the building and related equipment such as; but not limited to, the heating and air conditioning equipment, the PLCB reserves the right to remedy the deficiency and deduct cost of repairs from payments due the Contractor.

Contractor shall provide 800 square feet of usable office space, security, utilities, maintenance and janitorial services. The PLCB is responsible for its office telephone and other communications services.

The Contractor's facilities shall comply at all times with design and construction standards contained in the Americans with Disabilities Act (42 USC 12101 et. seq.). See Appendix S.

I-33. SUB-WAREHOUSE - Included within the boundary of the primary warehouse facility the Contractor will provide a separate, secure area for use by the PLCB. Ideal physical requirements are outlined below.

- A. Approximately 25,000 square feet in area.
- B. Sixteen (16) foot minimum ceiling height.
- C. Direct access to two (2) docks for receipt/loading.
- D. Separate employee entrance/exit.
- E. Same conditions apply as warehouse office requirements in I-32 above. May be a shared office with the required warehouse office.
- F. Heat and lighting to be provided at same standard levels as contractor's primary warehouse levels.

- G. Twelve (12) foot minimum height for fencing, to secure area. Fencing shall be topped with razor wire.
- H. Trash removal to be provided.
- I. A separate and secure holding area (in and out) for merchandise to be provided. This is included in the 25,000 square feet.

Contractor shall provide the above described facilities including both offices and all utilities for a monthly fee as shown in Appendix F under "Sub-Warehouse Fee." This fee, if imposed, shall take effect when the area is ready for use. This rate is subject to the standard CPI adjustment applied under this contract.

#### PERFORMANCE REQUIREMENTS AND RESPONSIBILITIES

##### I-34. RESPONSIBILITY FOR SHORTAGE, BREAKAGE, BURGLARY, THEFT AND PROPERTY DAMAGE -

- A. The Contractor is responsible for loss, shortage, breakage, burglary or theft of the Board's merchandise when in the Contractor's custody. The Contractor shall provide insurance in the amount of \$100,000 against loss under this subparagraph I-34.A. Should a loss be incurred under this subparagraph 34.A., such loss may be charged against any monies due the Contractor from the PLCB. The terms and conditions of paragraph I-7 are applicable.
- B. Any damage discovered by the Contractor after merchandise is accepted at the distribution center, shall be the responsibility of the Contractor, unless the PLCB agrees, in writing, that the damage was concealed at the time of delivery to the Contractor. The Contractor may exercise any subrogation rights which it may have against third parties who deliver damaged merchandise. The PLCB reserves the right to file a claim against vendors for loss due to poor packaging.
- C. If Contractor and/or its employees or agents damage premises or property owned or leased

by the PLCB, it is expressly understood that the Contractor is responsible for the cost of repairs and is subject to the conditions as set forth in I-5 of this contract. If Contractor does not make payment to the lessor or the lessor's designee or the PLCB in a timely manner, the PLCB reserves the right to reimburse the lessor and deduct the cost of the repairs from payments due the Contractor.

I-35. CONCEALED LOSS OR DAMAGE DISCOVERED AT PLCB LIQUOR STORES - The Contractor agrees to be responsible for fifty percent (50%) of the aggregate loss due to concealed damage and/or shortages of merchandise discovered by Liquor Store personnel and reported to the PLCB within thirty (30) days following the delivery date of such merchandise to the Liquor Store. Such aggregate loss shall include, but not be limited to, the cost of the merchandise, handling charges, insurance costs, transportation charges and service/accounting fees.

I-36. PERFORMANCE LEVEL - RECEIPT OF MERCHANDISE - Under ordinary circumstances the Contractor shall receive merchandise up to the following levels:

- A. During Non-Buildup Periods - Up to 22,000 cases per day.
- B. During Buildup Periods - Up to 30,000 cases per day.

Level quotes are intended to be anticipated maximums and not guaranteed levels of receipt. The PLCB shall give the Contractor at least fourteen (14) days notice of anticipated daily receipt requirements. The Contractor recognizes that, because of business exigencies the PLCB may, with less than fourteen (14) days prior notification, require the Contractor to receive at levels cited in subparagraphs I-36.A. and I-36.B. above. Contractor further recognizes that the PLCB may request receipt levels in excess of those cited in subparagraphs I-36.A. and I-36.B. above because of business exigencies. If the Contractor cannot receive at the requested level, the Contractor shall immediately contact the PLCB's Contract Administrator and remedy the situation.

Should the Contractor violate the requirements of this paragraph, the PLCB shall notify the

Contractor in writing within forty-eight (48) hours of the apparent violation. The Contractor shall take immediate corrective measures. Neither the Contractor nor the PLCB shall be liable for penalty under this paragraph I-36 due to the conditions resulting from the actions or inactions of inbound carriers and/or vendors. The receipt levels contained in this paragraph I-36 shall not be construed as a promise or guarantee of minimum or maximum receipt levels.

Capacity - Warehouse shall accommodate approximately 450,000 cases. Daily product storage will be calculated by using PLCB daily register of availability figures to determine the actual physical inventory. This physical inventory shall be the basis for payment of storage charges as contained in Appendix F.

I-37.

PERFORMANCE LEVEL - SHIPPING OF MERCHANDISE TO PLCB LIQUOR STORES - Under ordinary circumstances the Contractor shall ship merchandise to PLCB Liquor Stores up to the following levels:

- A. During Non-Buildup Periods - Up to 22,000 cases per day.
- B. During Buildup Periods - Up to 30,000 cases per day.

Levels quoted are intended to be anticipated maximums and not guaranteed levels of shipment. The Contractor further recognizes that the PLCB may require the Contractor to ship at levels in excess of those cited in subparagraphs I-37.A. and I-37.B. above because of business exigencies.

If the PLCB requests the Contractor to ship orders that exceed the applicable normal buildup or non-buildup shipping level and the Contractor cannot meet the shipping requirement as requested, the Contractor shall contact the Contract Administrator within two (2) days of the scheduled shipping date to discuss and remedy the problem. Should the Contractor violate the requirements of paragraph I-37, the PLCB shall notify the Contractor within two (2) days of the apparent violation. The Contractor shall take immediate corrective measures.

The Contractor may miss a maximum of six (6) scheduled Liquor Store deliveries without penalty during a contract year as long as the Contractor

notifies the Contract Administrator immediately of any non-delivery and corrects the violation within a twenty-four (24) hour period following the original scheduled delivery day. Missed Friday deliveries shall be made on the next day, Saturday, or on the following Monday at the sole discretion of the Bureau of Retail Management.

Because of lost profits and/or increased PLCB operational costs (clerical costs, labor costs, administrative costs, etc.) due to insufficient quantities of merchandise at PLCB liquor stores due to Contractor's failure to make timely delivery, as penalty, the Contractor shall pay the PLCB a sum of two hundred dollars (\$200) for each failure to deliver merchandise as scheduled. The PLCB reserves the right to deduct these monies from amounts due the Contractor. In addition to the above penalty the Contractor is also required to correct the violation(s) within a twenty-four (24) hour period as outlined elsewhere in this paragraph I-37.

The shipping levels contained in this paragraph I-37 shall not be construed as a promise or guarantee of shipping levels.

#### ADJUSTMENTS, APPROVALS AND CONTRACT CONSTRUCTION

- I-38. Adjustments - Changes to the rates paid to the Contractor in Appendix F of this contract reflecting the cost of living as established by the year to year percentage change of the Consumer Price Index for urban wage earners and clerical workers for all U.S. cities issued by the United States Department of Labor (CPI-W) will be applicable as follows:
- A. The rates paid from May 1, 1993 through April 30, 1994 shall be the rates listed in Appendix F. There shall be no changes to the rates paid through the first contract year.
  - B. Beginning May 1, 1994 the rates paid for each subsequent contract year shall be the current rate listed in Appendix F changed each contract year by the year to year percentage change to the Consumer Price Index cited in paragraph I-38 above.

- C. The year to year change shall be calculated from the agreed base month of the Consumer Price Index to the published CPI one year later.
- D. The Contract Administrator, in coordination with the Office of the Comptroller, shall calculate the rate changes and notify the parties to this contract and any other interested agencies in writing prior to the effective date of such changes.
- E. All rates in this contract shall be stated and adjusted to the fourth (4th) decimal position of a cent (i.e., \$x.xxxx). Any change and calculation which results in a figure extending beyond the fourth decimal position shall be rounded using normal, established accounting principles and procedures.

I-39.

CONTRACT CONSTRUCTION - Subject to the provision of subparagraph I-39.C. of this contract:

- A. The award of this contract and notice thereof to the proposer together with the specifications, appendices and attachments thereto shall constitute the contract between the PLCB and the Contractor.
- B. To the extent possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this contract shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability without rendering invalid, illegal or unenforceable the remainder of such provision or the remaining provisions of this contract.
- C. This contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- D. In addition to the current provisions of this contract modifications not already provided for herein shall be issued in the form of an amendment requiring the signatures of the parties.

- E. It is expressly understood that any practice between the Contractor and the PLCB that may deviate from the terms and conditions hereof, whether a single incident or arising out of a course of dealing, shall not be construed as a modification to this agreement or as prevailing over the terms and conditions hereof.
- F. All headings in this contract are for reference only and shall not be deemed as part of this contract.
- G. If any conflicts or discrepancies should arise in the terms and conditions of this contract, or the interpretation thereof, the order of precedence for resolution shall be:
1. The contract.
  2. Any riders or amendments thereto.
  3. The Commonwealth's Request for Proposal.
  4. The contractor's proposal, etc.

I-40.

CORPORATE AUTHORIZATION - This is to certify that the Board of Directors or other approving authority of Shear Investments, Inc., the Contractor, authorizes Herbert S. Shear, to negotiate and sign contracts with the PLCB on behalf of the corporation.

*Barbara S. Shear*

\_\_\_\_\_  
(Signature)

Name: Barbara S. Shear

Title: Secretary

Federal I.D.#25-1673288

Supplement to I-6.H.

Scope of Operating Authority

By Order entered March 29, 1994, General Commodities Warehouse & Distributing Company, L.P., was granted a contract carrier permit at A-00111142, Folder 2, authorizing the following operating authority:

To transport, as a contract carrier by motor vehicle, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

Contractor will provide service to PLCB pursuant to this Permit to the extent agreed to by the parties to the annexed Agreement.

APPENDIX A

- |   | <u>RATE</u> |
|---|-------------|
| <b>A. <u>Inbound Handling:</u></b>            |             |
| 1. Unitized receiving                         | \$0.0480    |
| 2. Nonunitized receiving                      | \$0.0980    |
| <b>B. <u>Storage Charge:</u></b>              |             |
| 1. Case charge per month                      | \$0.1157    |
| <b>C. <u>Order Picking Charge:</u></b>        |             |
| 1. Charge to pick per case                    | \$0.3362    |
| 2. Charge to pick per pallet                  | \$6.0000    |
| <b>D. <u>Charge Per Case For Delivery</u></b> |             |

<u>STORE#</u>	
0201	\$0.5601
0202	\$0.5358
0203	\$0.5358
0204	\$0.5602
0205	\$0.5601
0206	\$0.5845
0207	\$0.5358
0208	\$0.5358
0209	\$0.5358
0210	\$0.5358
0211	\$0.5115
0212	\$0.5358
0213	\$0.5358
0214	\$0.5358
0215	\$0.5358
0216	\$0.5358
0217	\$0.5845
0218	\$0.5358
0219	\$0.5602
0220	\$0.5115
0221	\$0.5115
0222	\$0.5358
0223	\$0.5358
0224	\$0.5358
0225	\$0.5358
0227	\$0.5115
0229	\$0.5358
0230	\$0.5358
0234	\$0.5358
0235	\$0.5602
0236	\$0.5602
0238	\$0.5358
0239	\$0.5358
0240	\$0.5602
0241	\$0.6574
0242	\$0.5602
0244	\$0.5602
0246	\$0.5358
0247	\$0.5358
0249	\$0.5358
0250	\$0.5358
0251	\$0.5358
0252	\$0.5358
0253	\$0.5358

APPENDIX A

	RATE
0255	\$0.5115
0258	\$0.5358
0259	\$0.5358
0260	\$0.5358
0261	\$0.5358
0263	\$0.5358
0264	\$0.5358
0265	\$0.6331
0266	\$0.5845
0267	\$0.5845
0270	\$0.5358
0271	\$0.5602
0272	\$0.5358
0273	\$0.5358
0274	\$0.5358
0275	\$0.5358
0277	\$0.5358
0279	\$0.5358
0280	\$0.5358
0281	\$0.5115
0282	\$0.5602
0283	\$0.5115
0284	\$0.5358
0285	\$0.5115
0287	\$0.5845
0288	\$0.5358
0289	\$0.5358
0290	\$0.5358
0291	\$0.5602
0292	\$0.5358
0293	\$0.5358
0294	\$0.5602
0295	\$0.5602
0296	\$0.5358
0297	\$0.5602
0298	\$0.5358
0299	\$0.5358
0301	\$0.5845
0302	\$0.5845
0303	\$0.5602
0304	\$0.5845
0305	\$0.5602
0306	\$0.8651
0307	\$0.5602
0308	\$0.5845
0401	\$0.6331
0402	\$0.5845
0403	\$0.5845
0404	\$0.6331
0405	\$0.5358
0408	\$0.6331
0409	\$0.6331
0410	\$0.5845
0411	\$0.5845
0412	\$0.5845
0414	\$0.5845
0501	\$0.7061
0701	\$0.7302
0703	\$0.7061
0704	\$0.7302

APPENDIX A

	RATE
0705	\$0.7302
0707	\$0.7302
0709	\$0.7302
1001	\$0.5845
1002	\$0.6331
1003	\$0.5845
1004	\$0.5845
1005	\$0.5845
1006	\$0.5845
1007	\$0.5115
1008	\$0.6574
1101	\$0.7061
1103	\$0.6574
1104	\$0.7302
1105	\$0.6574
1107	\$0.7061
1109	\$0.7302
1110	\$0.6574
1111	\$0.7061
1115	\$0.7061
1118	\$0.7061
1119	\$0.7061
1601	\$0.8651
1602	\$0.6574
1604	\$1.0699
1701	\$0.8651
1702	\$0.8651
1703	\$0.7302
1704	\$0.8651
1706	\$0.7302
2001	\$0.8651
2002	\$1.0699
2003	\$0.8651
2004	\$0.8651
2006	\$0.8651
2501	\$0.8651
2502	\$0.8651
2504	\$0.8651
2506	\$1.0699
2508	\$0.8651
2509	\$0.8651
2511	\$0.8651
2512	\$0.8651
2513	\$0.8651
2514	\$0.8651
2515	\$0.8651
2516	\$0.8651
2517	\$0.8651
2518	\$0.8651
2519	\$0.8651
2520	\$0.8651
2521	\$0.8651
2601	\$0.6574
2602	\$0.6331
2603	\$0.6331
2604	\$0.6574
2605	\$0.6574
2607	\$0.6331
2608	\$0.6331
2610	\$0.6574

APPENDIX A

	RATE
2611	\$0.6574
2701	\$1.0699
2702	\$1.0699
3001	\$0.6574
3002	\$0.6574
3201	\$0.6331
3202	\$0.6089
3203	\$0.6574
3205	\$0.6089
3301	\$0.8651
3302	\$0.8651
3303	\$1.0699
3305	\$0.8651
3701	\$0.6574
3702	\$0.6331
3706	\$0.6574
3707	\$0.6574
3708	\$0.6574
4301	\$0.8651
4302	\$0.8651
4303	\$0.8651
4304	\$0.8651
4305	\$0.8651
4306	\$0.8651
4307	\$0.8651
4308	\$0.8651
5601	\$0.6574
5602	\$0.7061
5603	\$0.7061
5605	\$0.6574
5606	\$0.7061
6101	\$1.0699
6102	\$1.0699
6201	\$1.0699
6202	\$1.0699
6203	\$1.0699
6301	\$0.5358
6302	\$0.5358
6303	\$0.5602
6304	\$0.6331
6305	\$0.6331
6306	\$0.5602
6307	\$0.5602
6308	\$0.6331
6311	\$0.6331
6312	\$0.6331
6314	\$0.5358
6315	\$0.5358
6316	\$0.5358
6501	\$0.5845
6502	\$0.5845
6503	\$0.6331
6504	\$0.5845
6505	\$0.5845
6506	\$0.6331
6507	\$0.6331
6508	\$0.5602
6509	\$0.6331
6510	\$0.6331
6511	\$0.5602

APPENDIX A

	RATE
6513	\$0.5602
6514	\$0.5602
6515	\$0.5115
6516	\$0.6331
6517	\$0.5845
6518	\$0.5845
6519	\$0.5115
6521	\$0.5602
6522	\$0.5845
6523	\$0.5845
6524	\$0.6331
6525	\$0.5845
9203	\$0.5845
9205	\$0.5358
9206	\$0.5845
9207	\$0.5845
9209	\$0.5602
9210	\$0.5115
9211	\$0.5358
9212	\$0.6331
9213	\$0.5358

- E. Moving Cost
- |                             |          |
|-----------------------------|----------|
| 1. 1 to 50,000 cases        | \$0.0000 |
| 2. 50,001 to 100,000 cases  | \$0.0000 |
| 3. 100,001 to 150,000 cases | \$0.0000 |
- F. Charge To Ship Via Carrier(s) Other Than Contractor
- |                 |          |
|-----------------|----------|
| Charge per case | \$0.5000 |
|-----------------|----------|
- G. Charge To Ship To Existing Distribution Centers
- |                               |                   |
|-------------------------------|-------------------|
| 1. 400 case minimum Taylor    | \$1.1000 per case |
| 400 case minimum Philadelphia | \$1.1000 per case |
| 2. 900 case minimum Taylor    | \$0.7000 per case |
| 900 case minimum Philadelphia | \$0.7000 per case |
- H. Charge For Handling Samples \$2.5000 per case
- I. Damage Processing Rate Per Case
- |                   |                   |
|-------------------|-------------------|
| 1 - 50 cases      | \$9.7500 per case |
| 51 cases and over | \$6.9500 per case |
- J. Charge To Return Cases From Store To DC \$0.5000 per case
- K. Sub-Warehouse Fee (Monthly) \$7,850.00
- L. Optional Services
- |   |                  |
|---|------------------|
| 1. Equipment & operator for delivery          | \$50.00 per hour |
| 2. Equipment & operator for loading/unloading | \$30.00 per hour |
- M. Merchandise Validations \$2.0000 per case

APPENDIX A



The Master Link Between You and Your Customer

Genco Distribution System

- General Commodities Warehouse & Distributing Company, Inc.
- Distribution Resources, Inc.
- GENCO Transportation Services, Inc.

February 9, 1993

TO: Jim Folan - PLCB  
 FROM: Jim Polacheck - GENCO  
 RE: Additional Rate Information

93 FEB 12 AM 8 03  
 REC'D P.L.C.B.  
 PROCUREMENT DIV.

In accordance with our meeting of February 8, 1993, I am sending you the following requested information to be made part of our contract with the PLCB:

Item 1.: Damage Processing Charge

During yesterday's meeting, it was requested that we supply the PLCB with graduated damage processing rates. Please note the following:

<u>Cases Damaged</u>	<u>Rate Per Case</u>
1-5	\$ 10.15
6-10	\$ 9.40
11-25	\$ 8.65
26-50	\$ 7.90
51-100	\$ 6.75
Over 100	\$ 6.00

In addition, GENCO will when requested, provide damage processing services on an hourly basis of \$25.00 per hour with a \$12.50 minimum charge.

Item 2.: Empty Case Return Charge

The PLCB requested that we propose a rate to pick up empty cases from certain PLCB stores and delivery the empty cases to the PLCB Bottle Pick area of our warehouse. Please note the following rate inclusive of pick-up and delivery to the bottle pick area:

\$ .21 per case

Jim, we look forward to working with you and the PLCB staff for another five years. If you have any questions or desire any additional information, please feel free to contact me at (412)274-8000.

499 Nixon Road  
 Cheswick, PA 15024-1037  
 (412) 274-8000  
 800-677-3110  
 FAX (412) 274-4401

## APPENDIX B

The nondiscrimination clause to be incorporated into every contractual agreement or other arrangement shall be in the following form:

### NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

APPENDIX C

1992 JULY							1993 JANUARY								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	*3	◇4						①	2		
5	6	7	8	9	10	11	3	4	5	6	7	8	9		
12	13	14	15	16	17	18	10	11	12	13	14	15	16		
19	20	21	22	23	24	25	17	⑱	19	20	21	22	23		
26	27	28	29	30	31		24	25	26	27	28	29	30		
AUGUST							FEBRUARY								
						1	1	2	3	4	5	6			
2	3	4	5	6	7	8	7	8	9	10	11	12	13		
9	10	11	12	13	14	15	14	⑮	16	17	18	19	20		
16	17	18	19	20	21	22	21	22	23	24	25	26	27		
23	24	25	26	27	28	29	28								
30	31														
SEPTEMBER							MARCH								
			1	2	3	4	5			1	2	3	4	5	6
6	⑦	8	9	10	11	12	7	8	9	10	11	12	13		
13	14	15	16	17	18	19	14	15	16	17	18	19	20		
20	21	22	23	24	25	26	21	22	23	24	25	26	27		
27	28	29	30				28	29	30	31					
OCTOBER							APRIL								
				1	2	3					1	2	3		
4	5	6	7	8	9	10	4	5	6	7	8	9	10		
11	⑫	13	14	15	16	17	11	12	13	14	15	16	17		
18	19	20	21	22	23	24	18	19	20	21	22	23	24		
25	26	27	28	29	30	31	25	26	27	28	29	30			
NOVEMBER							MAY								
1	2	3	4	5	6	7							1		
8	9	10	⑪	12	13	14	2	3	4	5	6	7	8		
15	16	17	18	19	20	21	9	10	11	12	13	14	15		
22	23	24	25	⑳	㉑	*27	28	16	17	⑱	19	20	21	22	
29	30						23	24	25	26	27	28	29		
							30	⑳							
DECEMBER							JUNE								
		1	2	3	4	5				1	2	3	4	5	
6	7	8	9	10	11	12	6	7	8	9	10	11	12		
13	14	15	16	17	18	19	13	14	15	16	17	18	19		
20	21	22	23	24	㉕	26	20	21	22	23	24	25	26		
27	28	29	30	31			27	28	29	30					

○ Holiday      \*Holiday for Central Office - Stores will be open  
 □ Indicates End of First Half      ◇ Holiday for Store Employees

APPENDIX D


 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		TC-3298	2-05-86	1010	01

TABLE OF CONTENTS

DISTRIBUTION CENTER

DAMAGED/UNSATABLE MERCHANDISE AND SHORTAGES

<u>Section</u>	<u>Subject</u>
01	General
02	Preparation of PLCB-920
03	Processing Inbound Vendor Shipment Damage/Shortage
04	DCTO Damage/Shortage
05	Distribution Center Damage/Shortage
06	Concealed Damage
07	Concealed Shortage
08	Preparation of PLCB-1774
09	Distribution of PLCB-920

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-462	4-20-89	1010	01

DISTRIBUTION CENTER

DAMAGED/UNSALEABLE MERCHANDISE AND SHORTAGES

01 GENERAL

This procedure outlines the manner in which the Manager and the Contract Operator of the Distribution Center will report and process damaged merchandise and shortages. All damaged merchandise and shortages encountered in the Distribution Center must be reported on form PLCB-920 within three (3) days of discovery. The Distribution Center Manager is responsible to assure that the contract Operator complies with the reporting and processing requirements.

02 PREPARATION OF PLCB-920

When preparing PLCB-920, Distribution Center Damage/Shortage Report, enter data as follows: (Circled numbers below correspond to those on Illustration 1)


A) Part I

- ① Distribution Center #900\_
- ② Date PLCB-920 prepared
- ③ Type of Damage/Shortage:
  - a) Inbound DCTO Damage/Shortage
  - b) Inbound Vendor Damage/Shortage
  - c) Distribution Center Damage
  - d) Concealed Damage
  - e) Concealed Shortage
  - f) Pier Carrier, Damage
  - g) Domestic Consolidator Damage
- ④ 6 Digit reference number

First two digits indicate the period number.

Last four digits indicate type of damage or shortage and will start over at the beginning at each period.

0001-0999	DCTO Damage/Shortage Accepted and Processed
1000-1999	Distribution Center Damage
2000-4499	Inbound Damage/Shortage to be destroyed or returned to the vendor
4500-4999	Reserved for future enhancement of Lab Samples
5000-6999	Damage received by motor carrier and returned "Free Astray".

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-432	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

- ②② Short cases
- ②③ Number of damaged cases
- ②④ Purchase order number against which the shipment was made; or PLCB-142 number for DCTO.
- ②⑤ PLCB-141# on which the shipment was accepted.
- ②⑥ A breakdown in units of unrecoverable bottles and the total unrecoverable bottles.
- ②⑦ Total cases repacked and placed in stock available for shipment to stores. (Include less than full case with attached PLCB-1774 case label.)
- ②⑧ Damaged cases totally unrecoverable

NOTE: when damaged cases are recouped, the cases listed in ②⑦ and ②⑧ must equal the number of damaged cases in ②③.

- ②⑨ Total number of missing bottles from short-unit repacked case.  
MUST AGREE WITH THE NUMBER OF MISSING BOTTLES ON THE PLCB-1774 CASE LABEL ON THE SHORT PACKED CASE.

NOTE: ②⑧ multiplied by ②① (unit pack) must equal ②⑥ "Total" less block ②⑨.

NOTE: ②⑥ thru ②⑨ are not required for merchandise returned "Free Astray"; or short full cases, except if short full cases are "concealed shortage".

- ③⑩ The totals of the entries listed under ②②, ②③, ②⑥, ②⑦ and ②⑧.  
NOTE: When damaged cases are recouped, entries in ②⑦ and ②⑧ must equal ②③.

C) Part III

- ③① Remarks such as:
  - A) Concealed Damage
  - B) Overshipment, accepted/rejected
  - C) PLCB-920 cross referencing


 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-434	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 8/86		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				<b>DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT</b>				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER			
<b>PART I.</b>		DISTRIBUTION CENTER #000 <b>1</b>		DATE PREPARED <b>2</b>		TYPE OF DAMAGE/SHORTAGE <b>3</b>				REFERENCE NO. <b>4</b>		PAGE NO. <b>5</b> OF	
W/BOUND CARRIER & FREIGHT BILL NO. <b>6</b>		<input type="checkbox"/> CAR NO. <input type="checkbox"/> TRUCK NO. <b>7</b> <input type="checkbox"/> CONTR. NO.		POINT OF ORIGIN <b>8</b>				ARRIVAL DATE <b>9</b>		DATE UNLOADED <b>10</b>			
ALLOCATION NO./PERMIT NO. <b>11</b>		UNITIZED LOAD <b>12</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		CASES REPORTED SHIPPED <b>13</b>		CASES ACCEPTED <b>14</b>		CASES RETURNED FREE OF CHARGE <b>15</b>		SEAL NUMBERS <b>16</b>		<input type="checkbox"/> INTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING	
VENDOR(S)/SHIPPER(S) <b>17</b>				DCTO CARRIER CODE <b>18</b>		INSPECTION OF DAMAGE/SHORTAGE							
						REQUESTED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE _____ WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO BY _____							
<b>PART II.</b>													
SEQ. NO.	CODE <b>20</b>	UNIT PACK <b>21</b>	NUMBER CASES SHORT <b>22</b>	NUMBER CASES DAMAGED <b>23</b>	PURCHASE ORDER NO. OR DCTO NO. <b>24</b>	PLCB-141 NO. <b>25</b>	UNRECOVERABLE BOTTLES				RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES <b>27</b>	DAMAGED CASES TOTALLY UNRECOVERABLE <b>28</b>	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE <b>29</b>
1.							BROKEN	MISSING	UNUSABLE	TOTAL			
2.							<b>26</b>						
3.							<b>30</b>						
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
<b>TOTALS</b>													
<b>PART III. REMARKS</b> <b>31</b>													
The undersigned hereby verify damage and/or shortages received at the <b>32</b> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.													
SIGNATURE - CARRIER REPRESENTATIVE <b>33</b>				SIGNATURE - CONTRACT OPERATOR REPRESENTATIVE <b>34</b>				SIGNATURE - DISTRIBUTION CENTER MANAGER <b>35</b>					
DISTRIBUTION INSTRUCTIONS: 1. WHITE - Distribution Center Manager 2. BLUE - Distribution Center Manager 3. GREEN - Carrier				4. CANARY - Contract Operator 5. PINK - Distribution Center Manager 6. GOLDENROD - Distribution Center Manager				<b>37</b> AUTHORIZED BY _____ DATE _____ SUPERVISED/WITNESSED BY _____ DATE _____					

Illustration 1

APPENDIX D


 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-436	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 995		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER			
PART I.		DISTRIBUTION CENTER #000		DATE PREPARED		TYPE OF DAMAGE/SHORTAGE				REFERENCE NO		PAGE NO	
		1		8-12-86		INBOUND VENDOR DAMAGE/SHORTAGE				02-2001		1 OF 1	
INBOUND CARRIER & FREIGHT BILL NO		TRUCK NO		POINT OF ORIGIN		ARRIVAL DATE		DATE UNLOADED					
CONRAIL #74-39212		1278654		Columbus, Ohio		8-12-86		8-12-86					
ALLOCATION NO/PERMIT NO		UNITIZED LOAD		CASES REPORTED SHIPPED		CASES ACCEPTED		CASES RETURNED FREE ASTRAY		SEAL NUMBERS		CONTACT	
4382		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		500*		499*		-		53217 53218		<input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING	
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE							
Stoner Distillers						REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE 8-12-86							
						WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY							
PART II.		UNRECOVERABLE BOTTLES		RECOUPED CASES AVAILABLE FOR SHIPMENT TO STORES		DAMAGED CASES TOTALLY UNRECOVERABLE		NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE					
SEQ NO	CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-101 NO	BROKEN	MISSING	UNSALEABLE	TOTAL			
1.	4234	12	-	2	472651	34265	-	-	24	24	0	2	0
2.	5236	6	1	0	"	"	-	-	-	-	-	-	-
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
TOTALS		1		2				-		24		24	
PART III. REMARKS													
* 2 types of disposition See Also: 920-02-9001 54288 Re: DAMAGE to be Recouped						The undersigned hereby verify damage and/or shortages received at the PHILADELPHIA Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.							
SIGNATURE, CARRIER REPRESENTATIVE				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER					
T. Drive				Contract operator				D.C. Manager					
DISTRIBUTION INSTRUCTIONS				DESTRUCTION OF UNSALEABLE AND BROKEN BOTTLES									
1. WHITE - Distribution Center Manager				4. CANARY - Contract Operator				AUTHORIZED BY					
2. BLUE - Distribution Center Manager				5. PINK - Distribution Center Manager				DATE					
3. GREEN - Carrier				6. GOLDENROD - Distribution Center Manager				SUPERVISED/WITNESSED BY					
								DATE					

Illustration 3

APPENDIX D

	PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
			WA-438	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 999		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				<b>DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT</b>				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER							
<b>PART I.</b>		DISTRIBUTION CENTER #900		DATE PREPARED		TYPE OF DAMAGE/SHORTAGE				REFERENCE NO		PAGE NO					
		1		8-12-86		INDOUBT VENDOR DAMAGE/SHORTAGE				02-8001		1 OF 1					
INBOUND CARRIER & FREIGHT		BILL NO		<input type="checkbox"/> CAR NO.		POINT OF ORIGIN		ARRIVAL DATE		DATE UNLOADED							
XTL		# 234875		<input type="checkbox"/> TRUCK NO.		Tioga Marine Terminal		8-12-86		8-12-86							
ALLOCATION NO / PERMIT NO.		UNITIZED LOAD		CONTR. NO.		USLU 548326		CASES REPORTED SHIPPED		CASES ACCEPTED		CASES RETURNED FREE ABSTAY					
3284 4692		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		1000*		990*		-		435826		<input type="checkbox"/> CONTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING					
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE											
HURST IMPORTS						REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE 8-12-86											
						WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY											
<b>PART II.</b>		UNIT PACK		PURCHASE ORDER NO OR DCTO NO		PLCB-141 NO		UNRECOVERABLE BOTTLES				RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES		DAMAGED CASES TOTALLY UNRECOVERABLE		NUMBER OF BOTTLES MISSING FROM SHORT PACKED CASE	
SEQ NO	CODE	NUMBER CASES SHORT	NUMBER CASES DAMAGED					BROKEN	MISSING	UNSALEABLE	TOTAL						
1	7694	12	10	-	92543	128674		-	-	-	-	-	-	-	-	-	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
<b>TOTALS</b>		10		-													
<b>PART III. REMARKS</b>		* CONTAINER had damage & shortage See: 420# 02-9002 8-12-86 RE: DAMAGE TO BE RECORDED						The undersigned hereby verify damage and/or shortages received at the PHILADELPHIA Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.									
SIGNATURE, CARRIER REPRESENTATIVE				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER									
T. Drive				Contract Operator				DC Manager									
DISTRIBUTION INSTRUCTIONS				DESTRUCTION OF UNSALEABLE AND BROKEN BOTTLES													
1 WHITE - Distribution Center Manager				4 CANARY - Contract Operator				AUTHORIZED BY									
2 BLUE - Distribution Center Manager				5 PINK - Distribution Center Manager				DATE									
3 GREEN - Carrier				6 GOLDENROD - Distribution Center Manager				SUPERVISED/WITNESSED BY									
								DATE									

Illustration 5


 <p>PENNSYLVANIA LIQUOR CONTROL BOARD</p>	<p>MANUAL OF INSTRUCTIONS</p>	Plate No.	Date	Chapter	Procedure
		WA-440	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 9/85		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				<b>DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT</b>				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER			
<b>PART I.</b>		DISTRIBUTION CENTER #900 <u>L</u>		DATE PREPARED <u>8-12-86</u>		TYPE OF DAMAGE/SHORTAGE <u>INBOUND DCTO DAMAGE/SHORTAGE</u>		REFERENCE NO. <u>02-5002</u>		PAGE NO. <u>1 OF 1</u>			
INBOUND CARRIER & FREIGHT BILL NO. <u>GENCO 82679</u>		<input type="checkbox"/> CAR NO. <input checked="" type="checkbox"/> TRUCK NO. <u>7248</u>		POINT OF ORIGIN <u>LEBANON, PA.</u>		ARRIVAL DATE <u>8-12-86</u>		DATE UNLOADED <u>8-12-86</u>					
ALLOCATION NO./PERMIT NO. <u>9276</u>		UNITIZED LOAD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CASES REPORTED SHIPPED <u>700</u>		CASES ACCEPTED <u>690</u>		CASES RETURNED FREE ASTRAY <u>5</u>		SEAL NUMBERS <u>2586</u>			
VENDOR(S)/SHIPPER(S) <u>PLCB</u>				DCTO CARRIER CODE <u>9003</u>		INSPECTION OF DAMAGE/SHORTAGE		REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		DATE <u>8-12-85</u>			
						WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		BY _____					
<b>PART II.</b>													
SEQ NO	CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-141 NO	UNRECOVERABLE BOTTLES				RECOUPED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT PACKED CASE
							BROKEN	MISSING	UNSALEABLE	TOTAL			
1	4159	12	0	5	01-8691-27683								
2	7267	6	2	-	"	"							
3	8197	12	3	-	"	"							
4													
5													
6													
7													
8													
9													
10													
11													
12													
TOTALS			<u>5</u>	<u>5</u>									
<b>PART III. REMARKS</b> * 5 CASES OF 4159 WERE DAMAGED & RETURNED "FREE ASTRAY"							The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.						
SIGNATURE, CARRIER REPRESENTATIVE <u>T. Driver</u>				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE <u>Contract Operator</u>				SIGNATURE, DISTRIBUTION CENTER MANAGER <u>D. C. Mangano</u>					
DISTRIBUTION INSTRUCTIONS 1. WHITE - Distribution Center Manager 2. BLUE - Distribution Center Manager 3. GREEN - Carrier				4. CANARY - Contract Operator 5. PINK - Distribution Center Manager 6. GOLDENROD - Distribution Center Manager				DESTRUCTION OF UNSALEABLE AND BROKEN BOTTLES AUTHORIZED BY _____ DATE _____ SUPERVISED/WITNESSED BY _____ DATE _____					

Illustration 7

**APPENDIX D**

 <p>PENNSYLVANIA LIQUOR CONTROL BOARD</p>	<p><b>MANUAL OF INSTRUCTIONS</b></p>	Plate No.	Date	Chapter	Procedure
		WA-442	2-05-86	1010	01

**02 PREPARATION OF PLCB-920 (Cont'd)**

PLCB-920 985 COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD		<b>DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT</b>				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER								
<b>PART I.</b>		DATE PREPARED	TYPE OF DAMAGE/SHORTAGE		REFERENCE NO	PAGE NO								
DISTRIBUTION CENTER #900 <u>L</u>		<u>8-12-86</u>	<u>DISTRIBUTION CENTER Damage</u>		<u>02-1001</u>	<u>1</u> OF <u>1</u>								
INBOUND CARRIER & FREIGHT BILL NO		<input type="checkbox"/> CAR NO. <input type="checkbox"/> TRUCK NO. <input type="checkbox"/> CONTR. NO.		POINT OF ORIGIN	ARRIVAL DATE	DATE UNLOADED								
ALLOCATION NO/PERMIT NO	UNITIZED LOAD <input type="checkbox"/> YES <input type="checkbox"/> NO	CASES REPORTED SHIPPED	CASES ACCEPTED	CASES RETURNED FREE ASTRAY	SEAL NUMBERS		<input type="checkbox"/> INTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING							
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE	INSPECTION OF DAMAGE/SHORTAGE									
					REQUESTED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE _____									
					WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO BY _____									
<b>PART II.</b>		UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-181 NO.	UNRECOVERABLE BOTTLES				RECOUPED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE	
SEQ NO	CODE						BROKEN	MISSING	UNUSABLE	TOTAL				
1	2675	12	-	1	-	-	2	0	1	3	1	0	3	
2	4288	12	-	3	-	-	14	0	2	16	2	1	4	
3	5245	6	-	2	-	-	3	0	0	3	2	4	3	
4	6339	4	-	10	-	-	18	0	2	20	5	5	0	
5														
6														
7														
8														
9														
10														
11														
12														
<b>TOTALS</b>			-	16			37	0	5	42	10	6		
<b>PART III. REMARKS</b>		<u>D.C. Damage 8-12-86</u>				The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.								
SIGNATURE, CARRIER REPRESENTATIVE		SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER								
		<u>Contract Operator</u>				<u>D.C. Manager</u>								
DISTRIBUTION INSTRUCTIONS		4 CANARY - Contract Operator				DESTRUCTION OF UNSALABLE AND BROKEN BOTTLES								
1 WHITE - Distribution Center Manager		5 PINK - Distribution Center Manager				AUTHORIZED BY		DATE		SUPERVISED/WITNESSED BY			DATE	
2 BLUE - Distribution Center Manager		6 GOLDENROD - Distribution Center Manager												
3 GREEN - Carrier														

Illustration 9

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-444	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 985		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER													
PART I.		DISTRIBUTION CENTER #000		DATE PREPARED		TYPE OF DAMAGE/SHORTAGE				REFERENCE NO.		PAGE NO.											
		1		8-12-86		Concealed Shortage				02-7001		1 of 1											
INBOUND CARRIER & FREIGHT BILL NO.		<input type="checkbox"/> CAR NO. <input type="checkbox"/> TRUCK NO. <input type="checkbox"/> CONTR. NO.		POINT OF ORIGIN		ARRIVAL DATE		DATE UNLOADED															
ALLOCATION NO./PERMIT NO.		UNITIZED LOAD <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		CASES REPORTED SHIPPED		CASES ACCEPTED		CASES RETURNED FREE ASTRAY		SEAL NUMBERS		<input type="checkbox"/> INTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING											
VENDOR(S)/SHIPPER(S)		DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE		REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		DATE		5-12-86		WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY											
PART II.		SEQ NO.		CODE		UNIT PACK		NUMBER CASES SHORT		NUMBER CASES DAMAGED		PURCHASE ORDER NO. OR DCTO NO.		PLCB-141 NO.		UNRECOVERABLE BOTTLES		RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES		DAMAGED CASES TOTALLY UNRECOVERABLE		NUMBER OF BOTTLES MISSING FROM SHORT PACKED CASE	
		1		4839		12		1		-		-		-		-		0		1		0	
		2																					
		3																					
		4																					
		5																					
		6																					
		7																					
		8																					
		9																					
		10																					
		11																					
		12																					
		TOTALS				1		-		-		-		-		12		0		1		0	
PART III.		REMARKS				The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate																	
		F. 11 date 2-6-86 SERIAL # 25963																					
SIGNATURE, CARRIER REPRESENTATIVE		SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER																	
		<i>Contract Operator</i>				<i>DC Manager</i>																	
DISTRIBUTION INSTRUCTIONS		4 CANARY - Contract Operator				DESTRUCTION OF UNSALABLE AND BROKEN BOTTLES																	
1 WHITE - Distribution Center Manager		5 PINK - Distribution Center Manager				AUTHORIZED BY				DATE													
2 BLUE - Distribution Center Manager		6 GOLDENROD - Distribution Center Manager								SUPERVISED/WITNESSED BY													
3 GREEN - Carrier										DATE													

Illustration 11

APPENDIX D

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-446	2-05-86	1010	01

03 PROCESSING INBOUND VENDOR SHIPMENT DAMAGE/SHORTAGE (Cont'd)

B) Shipment by Rail or Import

For shipments received by rail or imported by ship.

- 1) ACCEPT the damaged merchandise.
- 2) Determine, from the Vendor Disposition Instructions, if the damaged merchandise should be:
  - a) Destroyed
  - b) Returned to the vendor
  - c) Recouped/Processed


NOTE: If disposition instructions are not available, call the Distribution Center Operations Division immediately at (717) 787-2861.

- 3) Prepare a PLCB-920 in the carriers presence as follows:  
(see also Section 02)

Part I

- a) Complete ① thru ⑰ and ⑲ (⑱ is not needed).
- b) Use reference numbers:
  - 1) 2000-4499 for damage to be destroyed or returned (see Illustration 3).
  - 2) 9000-9999 for damage to be recouped by the distribution center operator (see Illustrations 4 and 6).
  - 3) 8000-8999 for full case shortage on imported merchandise (see Illustration 5). If import shortage is "concealed shortage" use reference #7000-7999 (see also Section 07).

NOTE: If part of a single shipment from one vendor is to be destroyed/returned and part is to be recouped, make two separate PLCB-920's. Cross reference the PLCB-920's in "Remarks" ⑳ of each PLCB-920 (see Illustrations 3 and 4).

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-448	2-05-86	1010	01

03 PROCESSING INBOUND VENDOR SHIPMENT DAMAGE/SHORTAGE (Cont'd)

- 4) Complete and attach PLCB-1774 case label to the partial case (see Illustration 12).
- 5) Complete (26) thru (29).
- 6) Record totals in (30).
- c) For reference numbers 8000-8999 (see Illustration 5).
  - 1) Record the short cases in (20) thru (22).
  - 2) Record the PO# and 141# in (24) and (25).
  - 3) Make no entries in (23) or (26) thru (29).
  - 4) Record totals in (30).


Part III

- a) If there is an overshipment, show if it is accepted or rejected in "Remarks" (31).
- b) Record the proper distribution center in (32) (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
- c) Obtain proper signatures in (33), (34) and (35).
- 4) Show all "Cases Accepted" (14), both good and damaged on PLCB-141. List PLCB-920 numbers, codes and quantities damaged and/or short in the remarks of PLCB-141.
- 5) Retain all damaged merchandise for proper disposition. If merchandise is to be destroyed, conduct such action only under the supervision of both the PLCB and AG auditors.

04 DCTO DAMAGE/SHORTAGE

The Contract Operator must process inbound DCTO damage/shortage as follows:

- A) For DCTO's shipped via the sending distribution centers carrier:
  - 1) REFUSE the damaged merchandise.
  - 2) Stamp the freight bill "RETURNED FREE ASTRAY" and notate the number of cases returned.
  - 3) Prepare PLCB-920 in the carriers presence as follows: (see also Section 02).

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-450	2-05-86	1010	01

04 DCTO DAMAGE/SHORTAGE (Cont'd)

Part I


- a) Complete ① thru ⑱.
- b) Use reference numbers 0001-0999 (see Illustration 8).
- c) Show the total cases accepted, BOTH good and damaged in ⑭.
- d) Record the proper carrier code in ⑱. If a carrier code is not available, call the Distribution Center Operations Division immediately at (717) 787-2861.

Part II

- a) Record the damaged and/or short cases in ⑳ thru ㉓.
- b) Record the DCTO# and 141# in ㉔ and ㉕.
- c) Recoup good bottles making as many full cases as possible, with only one partial case per code.
- d) Complete and attach PLCB-1774 case label to the partial case (see Illustration 12).
- e) Complete ㉖ thru ㉙.
- f) Record totals in ㉚.

Part III

- a) Make appropriate remarks in ㉛.
  - b) Record the proper distribution center in ㉜ (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
  - c) Obtain proper signature in ㉝, ㉞ and ㉟.
- 3) Show all "Cases Accepted" ⑭ both good and damaged on PLCB-141. Notate PLCB-920 number, codes and quantities short and/or damaged in remarks of PLCB-141.
  - 4) Retain all damaged merchandise for proper disposition. Merchandise should only be destroyed under the supervision of both the PLCB and AG auditors.

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-451	2-05-86	1010	01

### 05 DISTRIBUTION CENTER DAMAGE/SHORTAGE

For damage to merchandise while in the responsibility of the contract operator. The operator must:

A) Prepare PLCB-920 as follows: (see also Section 02)

#### Part I

- 1) Complete ① thru ⑤ only.
- 2) Use reference numbers 1000-1999 (see Illustration 9).
- 3) Block ③ must indicate "Distribution Center Damage."
- 4) Skip ⑥ thru ⑱.

NOTE: One PLCB-920 should be prepared daily to report all Distribution Center damage.

#### Part II

- 1) Record damaged cases in ⑳, ㉑ and ㉓.
- 2) Skip ㉒, ㉔ and ㉕.
- 3) Recoup good bottles making as many full cases as possible, with only one partial case per code.
- 4) Complete and attach PLCB-1774 case label to the partial case (see Illustration 12).
- 5) Complete ㉖ thru ㉙.
- 6) Record totals in ㉚.

#### Part III

- 1) Make appropriate remarks in ㉛.
  - 2) Record the proper distribution center in ㉜ (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
  - 3) Obtain proper signature in ㉝ and ㉞.
- B) Retain all damaged merchandise for proper disposition. Merchandise should only be destroyed under the supervision of both the PLCB and AG auditors.

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-449	2-05-86	1010	01

04 DCTO DAMAGE/SHORTAGE (Cont'd)

Part I

- a) Complete ① through ⑱.
- b) Use reference numbers 5001-6999 (see Illustration #7).
- c) Show the total "Cases Accepted" in ⑭.
- d) Show the total cases damaged and returned "Free Astray" in ⑮.
- e) Record the proper carrier code in ⑱. If a carrier code is not available call the Distribution Center Operations Division immediately at (717) 787-2861.

Part II

- a) Record the damaged and return "Free Astray" codes in ⑳ thru ㉓.
- b) Record any short cases in ㉔ thru ㉖.
- c) Record the DCTO# and 141# in ㉘ and ㉙.
- d) Make no entries in ㉚ thru ㉝.
- e) Record totals in ㉞.

Part III

- a) Notate which cases listed as short in ㉔ thru ㉖ were returned "Free Astray" in "Remarks" ㉟.
  - b) Record the proper distribution center in ㊱ (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
  - c) Obtain proper signatures in ㊲, ㊳ and ㊴.
  - 4) Show all "Cases Accepted" 14 on PLCB-141. Notate PLCB-920 number, codes and quantities short and returned "Free Astray" in remarks of PLCB-141.
- B) For DCTO's shipped via common carrier:
- 1) ACCEPT the damaged merchandise.
  - 2) Prepare PLCB-920 in the carriers presence as follows: (see also Section 02)

 <p align="center">PENNSYLVANIA LIQUOR CONTROL BOARD</p>	<p align="center">MANUAL OF INSTRUCTIONS</p>	Plate No.	Date	Chapter	Procedure
		WA-447	2-05-86	1010	01

03 PROCESSING INBOUND VENDOR SHIPMENT DAMAGE/SHORTAGE (Cont'd)

NOTE: Import merchandise is described as containerized cargo from overseas shipped to the port of Philadelphia. Domestic shipment of merchandise usually imported should be processed in the same manner as truck or rail shipments, depending on the carriers.

NOTE: If an import shipment has damage and shortage, make two separate PLCB-920's. Cross reference the PLCB-920's in "Remarks" (31) of each PLCB-920 (see Illustrations 5 and 6).

- c) Show the total "Cases Accepted", BOTH damaged and good, in (14).

Part II

- a) For reference numbers 2000-4499 (see Illustration 3).

- 1) Record the damaged and/or short cases in (20) thru (23).

NOTE: If the shortage is on an import shipment, prepare a separate PLCB-920 reference #8000-8999 (see Illustration 5).


- 2) Record the PO# and 141# in (24) and (25).
- 3) Record the number of units in the damaged cases ((23) x (21)) in (26), "unsalable" and "total".
- 4) Record "0" in (27).
- 5) Record the number of damaged cases from (23) in block (28).
- 6) Record "0" in (29).

- b) For reference numbers 9000-9999 (see Illustration 4 and 6).

- 1) Record the damaged and/or short cases in (20) thru (23).

NOTE: If the shortage is on an import shipment, prepare a separate PLCB-920 reference #8000-8999 (see Illustration 5).

- 2) Record the PO# and 141# in (24) and (25).
- 3) Recoup good bottles making as many full cases as possible, with only one partial case per code.

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-445	2-05-86	1010	01

### 03 PROCESSING INBOUND VENDOR SHIPMENT DAMAGE/SHORTAGE

The operator must process inbound damage/shortage of vendor shipments as follows:

#### A) Shipments by Motor Carrier

For shipments from vendors by motor carriers originating in the continental United States or Canada.

- 1) REFUSE any damaged merchandise.
- 2) Stamp the freight bill "RETURNED FREE ASTRAY" and notate number of cases returned.
- 3) Prepare PLCB-920 in the carriers presence as follows: (see also Section 02)

#### Part I


- a) Complete ① through ⑰ (blocks ⑱ and ⑲ are not needed).
- b) Use reference numbers 5000 - 6999 (see Illustration #2).
- c) Do NOT include damaged cases in "Cases Accepted" ⑭.
- d) Record the number of "Cases Returned Free Astray" ⑮.

#### Part II

- a) Record the damaged and/or short cases in ⑳ thru ㉓.
- b) Record the PO# and 141# in ㉔ and ㉕.
- c) Make no entries in ㉖ thru ㉙.
- d) Enter totals in ㉚.

#### Part III


- a) If there is an overshipment, show whether accepted or rejected in "Remarks" ㉛.
- b) Record the proper distribution center in ㉜ (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
- c) Obtain proper signatures in ㉝ and ㉞.
- 4) Show ONLY actual "Cases Accepted" in ⑭ on the PLCB-141. Notate PLCB-920 number, codes and quantities returned "free astray" and/or short in remarks of PLCB-141.

 <p>PENNSYLVANIA LIQUOR CONTROL BOARD</p>	<p>MANUAL OF INSTRUCTIONS</p>	Plate No.	Date	Chapter	Procedure
		WA-443	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 903		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER					
PART I		DISTRIBUTION CENTER #	DATE PREPARED	TYPE OF DAMAGE/SHORTAGE		REFERENCE NO		PAGE NO							
		L	8-12-88	Concealed Damage		02-9004		1 of 1							
INBOUND CARRIER & FREIGHT BILL NO		<input type="checkbox"/> CAR NO <input type="checkbox"/> TRUCK NO <input type="checkbox"/> CONTR NO		POINT OF ORIGIN		ARRIVAL DATE		DATE UNLOADED							
ALLOCATION NO / PERMIT NO		UNITIZED LOAD <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		CASES REPORTED SHIPPED		CASES ACCEPTED		CASES RETURNED FREE ASTAY		SEAL NUMBERS <input type="checkbox"/> INTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING					
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE 8-12-88 WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY									
PART II		CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-141 NO				UNRECOVERABLE BOTTLES		RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE
SEQ NO							BROKEN	MISSING	UNUSABLE	TOTAL					
1	4606	12	-	3	-	-	4	0	0	4	3	0	4		
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
TOTALS				3			4	0	0	4	3	0			
PART III. REMARKS						The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.									
F.I.I. date: 1-17-88 Serial No. 79634															
SIGNATURE, CARRIER REPRESENTATIVE				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER							
				<i>Contract operator</i>				<i>DC Manager</i>							
DISTRIBUTION INSTRUCTIONS						DESTRUCTION OF UNSALABLE AND BROKEN BOTTLES									
1 WHITE - Distribution Center Manager		4 CANARY - Contract Operator		5 PINK - Distribution Center Manager		AUTHORIZED BY		DATE		SUPERVISED/WITNESSED BY		DATE			
2 BLUE - Distribution Center Manager		3 GOLDENROD - Distribution Center Manager													
3 GREEN - Carrier															


Illustration 10

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-441	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 8/85		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER					
PART I.		DISTRIBUTION CENTER 4900		DATE PREPARED	TYPE OF DAMAGE/SHORTAGE				REFERENCE NO.	PAGE NO.					
		L		8-12-86	Inbound DCTO Damage/SHORTAGE				02-0002	1 OF 1					
INBOUND CARRIER & FREIGHT BILL NO.		2583		<input type="checkbox"/> CAR NO. <input checked="" type="checkbox"/> TRUCK NO. 79632 <input type="checkbox"/> CONTR. NO.		POINT OF ORIGIN		ARRIVAL DATE	DATE UNLOADED						
GASPI TRUCKING						LEBANON, PA		8-12-86	8-12-86						
ALLOCATION NO./PERMIT NO.		UNITIZED LOAD		CASES REPORTED SHIPPED	CASES ACCEPTED	CASES RETURNED FREE ASTRAY	SEAL NUMBERS		<input checked="" type="checkbox"/> CONTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING						
4382		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		700	695	0	27583								
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE	INSPECTION OF DAMAGE/SHORTAGE										
PLCB				70014	REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE 8-12-86 WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY										
PART II.		SEQ NO	CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-141 NO	UNRECOVERABLE BOTTLES				RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE
									BROKEN	MISSING	UNUSABLE	TOTAL			
1	4203	12	5	-	01-794	1-27186			-	-	-	-	-	-	-
2	7586	6	-	3	"	"			3	-	4	7	2	1	1
3	5274	12	-	2	"	"			2	-	3	5	2	0	5
4															
5															
6															
7															
8															
9															
10															
11															
12															
TOTALS			5	5					5	-	7	12	4	1	
PART III. REMARKS								The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.							
SIGNATURE, CARRIER REPRESENTATIVE				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE				SIGNATURE, DISTRIBUTION CENTER MANAGER							
T. Druwe				Contract Operator				D.C. Manager							
DISTRIBUTION INSTRUCTIONS				DESTRUCTION OF UNSALABLE AND BROKEN BOTTLES											
1. WHITE - Distribution Center Manager 2. BLUE - Distribution Center Manager 3. GREEN - CANINE				4. CANARY - Contract Operator 5. PINK - Distribution Center Manager 6. GOLDENROD - Distribution Center Manager				AUTHORIZED BY _____ DATE _____ SUPERVISED/WITNESSED BY _____ DATE _____							


Illustration 8

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-439	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 9/85		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER			
PART I.		DISTRIBUTION CENTER #000	DATE PREPARED	TYPE OF DAMAGE/SHORTAGE		REFERENCE NO.	PAGE NO.						
		L	8-12-85	INBOUND VENDOR DAMAGE/SHORTAGE		02-9002	1 OF 1						
INBOUND CARRIER & FREIGHT BILL NO.		CAR NO.	POINT OF ORIGIN		ARRIVAL DATE	DATE UNLOADED							
XTL # 234875			TIoga MARINE TERMINAL		8-12-85	8-12-85							
ALLOCATION NO./PERMIT NO.		UNITIZED LOAD	CASES REPORTED SHIPPED	CASES ACCEPTED	CASES RETURNED FREE ASWAY	SEAL NUMBERS	CONTACT						
3248 4692		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	1000*	990*	-	435826	<input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING						
VENDOR(S)/SHIPPER(S)				DCTO CARRIER CODE	INSPECTION OF DAMAGE/SHORTAGE								
HURST IMPORTS					REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE 8-12-85								
					WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY								
PART II.		UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED	PURCHASE ORDER NO OR DCTO NO	PLCB-141 NO	UNRECOVERABLE BOTTLES				RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE
SEQ NO	CODE						BROKEN	MISSING	UNRECOVERABLE	TOTAL			
1	6210	12	-	5	92543	1-28674	12	2	2	16	4	1	4
2	4307	6	-	3	"	"	4	0	1	5	3	0	5
DAMAGE ON IMPORT TO BE RECOVERED													
TOTALS		-	8				16	2	3	21	7	1	
PART III. REMARKS						The undersigned hereby verify damage and/or shortages received at the _____ Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.							
* CONTAINER HAD DAMAGE + SHORTAGE													
See: 920# 02-8001 8-12-85													
Re: SHORTAGE OF IMPORT MUSE.													
SIGNATURE, CARRIER REPRESENTATIVE			SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE			SIGNATURE, DISTRIBUTION CENTER MANAGER							
T. Driver			Contract Operator			D.C. Manager							
DISTRIBUTION INSTRUCTIONS			DISTRIBUTION CENTER MANAGER			DESTRUCTION OF UNSALABLE AND BROKEN BOTTLES							
1 WHITE - Distribution Center Manager			4 CANARY - Contract Operator			AUTHORIZED BY		DATE		SUPERVISED/WITNESSED BY		DATE	
2 BLUE - Distribution Center Manager			3 PINK - Distribution Center Manager										
3 GREEN - Carrier			6 GOLDENROD - Distribution Center Manager										


Illustration 6

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-437	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 988		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				<b>DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT</b>				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER			
<b>PART I.</b>		DISTRIBUTION CENTER #900 <u>L</u>		DATE PREPARED <u>8-12-85</u>		TYPE OF DAMAGE/SHORTAGE <u>Inbound Vendor Damage/Shortage</u>				REFERENCE NO <u>02-9001</u>		PAGE NO <u>1</u> OF <u>1</u>	
INBOUND CARRIER & FREIGHT BILL NO <u>CONRAIL</u> <u># 74-39212</u>		<input checked="" type="checkbox"/> CAR NO. <u>12786541</u>		POINT OF ORIGIN <u>Columbus, Ohio</u>		ARRIVAL DATE <u>8-12-85</u>		DATE UNLOADED <u>8-12-85</u>					
ALLOCATION NO / PERMIT NO <u>4382</u>		UNITIZED LOAD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CASES REPORTED SHIPPED <u>500*</u>		CASES ACCEPTED <u>499*</u>		CASES RETURNED FREE ASTRAY <u>-</u>		SEAL NUMBERS <u>53217 53218</u>		<input checked="" type="checkbox"/> CONTACT <input type="checkbox"/> BROKEN <input type="checkbox"/> MISSING	
VENDOR(S)/SHIPPER(S) <u>STONER Distillers</u>				DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE REQUESTED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE <u>8-12-85</u> WAIVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BY _____							
<b>PART II.</b>				PURCHASE ORDER NO OR DCTO NO		PLCB-141 NO.				UNRECOVERABLE BOTTLES			
SEQ NO	CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED			BROKEN	MISSING	UNUSABLE	TOTAL	RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES	DAMAGED CASES TOTALLY UNRECOVERABLE	NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE
1	4286	12	0	1	47265	1-34265	2	0	1	3	1	0	3
2	5023	24	0	2	"	"	4	1	3	8	2	0	8
3	4825	12	0	5	"	"	6	0	7	13	7	1	1
4													
5													
6													
7													
8													
9													
10													
11													
12													
<b>TOTALS</b>		<b>0</b>	<b>8</b>				<b>12</b>	<b>1</b>	<b>11</b>	<b>24</b>	<b>7</b>	<b>1</b>	
<b>PART III. REMARKS</b> * 2 TYPES of disposition See also 920 #02-2001 8-12-85 Re: <u>DAMAGE TO BE DESTROYED OR SHORTAGE</u>						The undersigned hereby verify damage and/or shortages received at the <u>PALMADILLA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate.							
SIGNATURE, CARRIER REPRESENTATIVE <u>T. Drive</u>				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE <u>Contract operator</u>				SIGNATURE, DISTRIBUTION CENTER MANAGER <u>D.K. Manager</u>					
DISTRIBUTION INSTRUCTIONS: 1. WHITE - Distribution Center Manager 2. BLUE - Distribution Center Manager 3. GREEN - Carrier				4. CANARY - Contract Operator 5. PINK - Distribution Center Manager 6. GOLDENROD - Distribution Center Manager				DESTRUCTION OF UNUSABLE AND BROKEN BOTTLES AUTHORIZED BY _____ DATE _____ SUPERVISED/WITNESSED BY _____ DATE _____					

Illustration 4

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-435	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

PLCB-920 9/85		COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD				DISTRIBUTION CENTER DAMAGE/SHORTAGE REPORT				BUREAU OF LOGISTICS OFFICE OF THE COMPTROLLER					
PART I. DISTRIBUTION CENTER #900 <u>1</u>		DATE PREPARED <u>8-12-88</u>		TYPE OF DAMAGE/SHORTAGE <u>INBOUND VENDOR DAMAGE/SHORTAGE</u>		REFERENCE NO. <u>03-5001</u>		PAGE NO. <u>1</u> OF <u>1</u>							
INBOUND CARRIER & FREIGHT BILL NO. <u>WILSON FREIGHT # 23-764218</u>		<input type="checkbox"/> CAR NO. <input checked="" type="checkbox"/> TRUCK NO. <u>8923</u>		POINT OF ORIGIN <u>Louisville, KY.</u>		ARRIVAL DATE <u>8-12-88</u>		DATE UNLOADED <u>8-12-88</u>							
ALLOCATION NO./PERMIT NO. <u>9243</u>		UNITIZED LOAD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CASES REPORTED SHIPPED <u>120</u>		CASES ACCEPTED <u>109</u>		CASES RETURNED FREE ASTRAY <u>10</u>		SEAL NUMBERS <u>72534</u>					
VENDOR(S)/SHIPPER(S) <u>JONES Distillers</u>				DCTO CARRIER CODE		INSPECTION OF DAMAGE/SHORTAGE									
						REQUESTED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE _____									
						WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO BY _____									
PART II.				PURCHASE ORDER NO. OR DCTO NO.		PLCB-141 NO.		UNRECOVERABLE BOTTLES		RECOVERED CASES AVAILABLE FOR SHIPMENT TO STORES		DAMAGED CASES TOTALLY UNRECOVERABLE		NUMBER OF BOTTLES MISSING FROM SHORT-PACKED CASE	
SEQ NO	CODE	UNIT PACK	NUMBER CASES SHORT	NUMBER CASES DAMAGED				BROKEN	MISSING	UNSALEABLE	TOTAL				
1	4801	12	-	10	42735	1-23456		-	-	-	-	-	-	-	-
2	4762	6	1	-	"	"		-	-	-	-	-	-	-	-
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
TOTALS			1	10				-	-	-	-	-	-	-	-
PART III. REMARKS						The undersigned hereby verify damage and/or shortages received at the <u>PHILADELPHIA</u> Distribution Center, with the understanding that claims will be filed for such damages and/or shortages as appropriate									
SIGNATURE, CARRIER REPRESENTATIVE <u>T. Driver</u>				SIGNATURE, CONTRACT OPERATOR REPRESENTATIVE <u>Contract operator</u>				SIGNATURE, DISTRIBUTION CENTER MANAGER							
DISTRIBUTION INSTRUCTIONS 1. WHITE - Distribution Center Manager 2. BLUE - Distribution Center Manager 3. GREEN - Carrier				4. CANARY - Contract Operator 5. PINK - Distribution Center Manager 6. GOLDENROD - Distribution Center Manager				DESTRUCTION OF UNSALEABLE AND BROKEN BOTTLES AUTHORIZED BY _____ DATE _____ SUPERVISED/WITNESSED BY _____ DATE _____							

Illustration 2

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-433	2-05-86	1010	01

02 PREPARATION OF PLCB-920 (Cont'd)

- ③② Distribution Center (Philadelphia, Kingston, Lebanon, Youngwood, Erie)
- ③③ Carriers Representative Signature
- ③④ Contract Operator Signature
- ③⑤ Distribution Center Manager Signature
- ③⑥ Distribution Instructions
- ③⑦ Authorization signature, witness signature and dates for destruction of unsalable and broken bottles.

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-463	4-20-89	1010	01


02 PREPARATION OF PLCB-920 (Cont'd)

7000-7999 Concealed Full Case Shortage, Unitized Load  
 8000-8999 Inbound Full Case Shortages on import merchandise.  
 9000-9799 Inbound Damage/Shortage and Concealed Damage to be  
 recouped by the distribution center operator.  
 9800-9999 When **Manager determines** damage is the responsibility  
 of the Pier Carrier, and for ALL Domestic  
 Consolidator Damage.

- ⑤ Page Number of total pages
- ⑥ Carrier and Freight Bill Number
- ⑦ Check appropriate box and write in the proper number.
- ⑧ Shipment point of origin
- ⑨ Date of Arrival
- ⑩ Date of Unloading
- ⑪ Import allocation number and/or permit number.
- ⑫ Unitized Load - check yes or no.
- ⑬ Total cases reported as shipped on the shipping document.
- ⑭ Actual cases accepted
- ⑮ Total cases returned "Free Astray".
- ⑯ Seal numbers and check whether the seals were "intact", "broken", or "missing".
- ⑰ Name of vendor, shipper, consolidator or carrier originating the shipment. (Do NOT enter the parent company if subsidiary is the shipper)  
 Include ID number for Consolidator or Carrier OR "PLCB" if shipment is a DCTO.
- ⑱ If shipment is a DCTO, insert proper carrier code number.
- ⑲ Check (Yes or No) if inspection was requested and enter the date.  
 If yes, then check (yes or no) if inspection was waived. If waived, indicate by whom.

B) Part II

- ⑳ Code number of damaged merchandise
- ㉑ Unit pack

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-452	2-05-86	1010	01

## 06 CONCEALED DAMAGE

If damage is concealed within a unitized load and undetectable at unloading, the contract operator must:

- A) Request the Distribution Center Manager to verify the concealed damage.
- B) Prepare a PLCB-920 as follows: (see also Section 02)

### Part I


- 1) Complete ① thru ⑤, ⑫ and ⑰ only.
- 2) Use reference numbers 9000-9999 (see Illustration #10).
- 3) Write "Concealed Damage" in ③.
- 4) Show date of discovery in ②.
- 5) Check "yes" in ⑫.
- 6) Request inspection of the concealed damage by the Distribution Center Manager.
- 7) Check requested "yes" in ⑰ and indicate the inspection date.
- 8) Check waived "no" in ⑰.

### Part II

- 1) Record the damage cases in ⑳, ㉑ and ㉓.
- 2) Make no entries in ㉒, ㉔ and ㉕.
- 3) Recoup good bottles making as many full cases as possible, with only one partial case per code.
- 4) Complete and attach PLCB-1774 case label to the partial case (see Illustration 12).
- 5) Complete ㉖ thru ㉙.
- 6) Record totals in ㉚.

### Part III

- 1) In "Remarks" ㉛ show the date and serial number of the case.
  - 2) Record the proper Distribution Center in ㉜, (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
  - 3) Obtain proper signatures in ㉝ and ㉞.
- C) Retain all damaged merchandise for proper disposition. If merchandise is to be destroyed, conduct such action only under the supervision of both the PLCB and AG auditors.

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-454	2-05-86	1010	01

08 PREPARATION OF PLCB-1774

PLCB-1774 Case Label, must be completed and attached to all short-unit cases, created through recouping damaged merchandise, as follows: (see Illustration 12)

- A) Check the block for "Repack Of Damaged Merchandise."
- B) Record the appropriate digit to complete the Distribution Center number 900\_\_.
- C) Record the PLCB-920 reference number used to report the damage.
- D) Record the number of good bottles and missing bottles in the case.

NOTE: Number of missing bottles must agree with block ②9 on the PLCB-920.

- E) Attach PLCB-1774 to the short-packed case.

NOTE: When picking store order the contract operator must pick cases with PLCB-1774 labels before picking full cases.

NOTE: Cases with PLCB-1774 case labels must not be picked for DCTO's.

PLCB-1774

**ATTENTION STORE MANAGER**

**REPACKED CASE DUE TO:**

LAB ANALYSIS


**REPACK OF DAMAGED MERCHANDISE**  
 Prepare PLCB-145, check Item 0, Short-Pack; Enter appropriate Distribution Center #900 \_\_\_\_\_ followed by this reference number.

**REFERENCE #** \_\_\_\_\_

NO. GOOD BOTTLES	NO. MISSING BOTTLES

PLCB-1774 6/85

Illustration 12

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-455	2-05-86	1010	01

09 DISTRIBUTION OF PLCB-920

Upon completion of the PLCB-920, distribute copies as follows:

Copy No.

- 1 (White) - Distribution Center Manager - forward to Comptroller,  
AND  
(Destroy if used for Inbound Damage returned
- 2 (Blue) "free astray")
- 3 (Green) - Carrier  
(Destroy if used for Distribution Center Damage or  
Concealed Damage or Shortage)
- 4 (Canary) - Contract operator - file
- 5 (Pink) - Distribution Center Manager - forward to Comptroller
- 6 (Goldenrod) - Distribution Center Manager - file

 PENNSYLVANIA LIQUOR CONTROL BOARD	MANUAL OF INSTRUCTIONS	Plate No.	Date	Chapter	Procedure
		WA-453	2-05-86	1010	01

07 CONCEALED SHORTAGE

If full case shortage is concealed within a unitized load and undetectable at unloading, the contract operator must:

- A) Request the Distribution Center Manager to verify the concealed shortage.
- B) Prepare a PLCB-920 as follows: (see also Section 02).

## Part I

- 1) Complete ① thru ⑤, ⑫ and ⑰ only.
- 2) Use reference numbers 7000-7999 (see Illustration 11).
- 3) Write "Concealed Shortage" in ③.
- 4) Show date of discovery in ②.
- 5) Check "yes" in ⑫.
- 6) Request inspection of the concealed shortage by the Distribution Center Manager.
- 7) Check requested "yes" in ⑰ and indicate the inspection date.
- 8) Check waived "no" in ⑰.

## Part II

- 1) Record the short case in ⑳, ㉑ and ㉒.
- 2) Make no entries in ㉓, ㉔ and ㉕.
- 3) Record the units (cases in ㉒ x unit pack in ㉑ in ㉖ "missing" "total").
- 4) Record the total cases short in block ㉘.
- 5) Record "0" in blocks ㉙ and ㉚.
- 6) Record totals in block ㉛.

NOTE: To check totals (as listed in Section 02 under the notes for ㉘ and ㉛), use the entries under "Number Cases Short" ㉚ instead of the entries under "Number of Cases Damaged" ㉛.

## Part III

- 1) In "Remarks" ㉜, show the date and serial number of the cases.
- 2) Record the proper distribution center in ㉝ (Philadelphia, Kingston, Lebanon, Youngwood, Erie).
- 3) Obtain proper signatures in ㉞ and ㉟.

APPENDIX E

HISTORY OF RECEIPTS FOR PITTSBURGH 91/92

PERIOD	----- RAIL -----			----- TRUCK -----			----- DCTO -----			----- PIER -----			TOTAL
	NUM	CASES	AVG	NUM	CASES	AVG	NUM	CASES	AVG	NUM	CASES	AVG	
1	8	26,110	3,264	138	141,750	1,027	8	7,999	1,000	7	6,538	934	182,397
2	7	23,623	3,375	164	161,112	982	10	11,555	1,156	11	9,769	888	206,059
3	5	17,639	3,528	168	168,507	1,003	8	7,966	996	18	15,563	865	209,675
4	8	24,968	3,121	205	211,542	1,032	9	10,102	1,122	23	24,755	1,076	271,367
5	13	40,788	3,138	217	223,095	1,028	14	14,579	1,041	58	56,367	972	334,829
6	8	26,100	3,263	261	249,308	955	18	18,405	1,023	17	16,054	944	309,867
7	7	23,826	3,404	86	72,389	842	1	2,267	2,267	14	15,809	1,129	114,291
8	7	22,337	3,191	182	183,004	1,006	9	10,232	1,137	26	29,209	1,123	244,782
9	8	26,509	3,314	152	164,131	1,080	6	7,272	1,212	10	10,506	1,051	208,418
10	2	6,492	3,246	172	161,275	938	9	10,124	1,125	20	20,754	1,038	198,645
11	10	34,312	3,431	235	248,262	1,056	6	6,864	1,144	18	17,795	989	307,233
12	10	34,596	3,460	142	144,447	1,017	3	4,407	1,469	23	23,597	1,026	207,047
13	9	32,470	3,608	179	187,611	1,048	2	2,290	1,145	27	26,824	993	249,195
TOTALS	102	339,770	3,331	2,301	2,316,433	1,007	103	114,062	1,107	272	273,540	1,006	* 3,043,805

\*Includes approximately 18,000 cases of specialty merchandise.

APPENDIX E

RECEIPTS AND SHIPMENTS (CASES)  
 BY REPORTING PERIOD FOR 91/92  
 PENNSYLVANIA DISTRIBUTION CENTER #4, PITTSBURGH, PA

PERIOD	ENDING DATE	----- RECEIPTS -----				----- SHIPMENTS -----			ENDING INVENTORY
		VENDOR	OTHER DIST. CENT.	STORE RETURNS	TOTAL RECEIPTS	STORE	OTHER DIST. CENT.	TOTAL SHIP	
1	07/23/91	174,685	7,999	0	182,684	234,652	856	235,508	200,504
2	08/20/91	191,615	11,555	0	203,170	167,520	0	167,520	236,237
3	09/17/91	202,540	7,966	0	210,506	197,640	0	197,640	248,975
4	10/15/91	260,160	10,102	0	270,262	222,929	0	222,929	296,308
5	11/12/91	320,136	14,579	0	334,715	281,215	0	281,215	349,808
6	12/10/91	291,753	18,405	109	310,267	330,275	2	330,277	329,798
7	01/07/92	111,456	2,267	1	113,724	219,774	4	219,778	223,700
8	02/04/92	233,641	10,232	107	243,980	170,304	824	171,128	296,552
9	03/03/92	189,643	7,272	13	196,928	192,160	0	192,160	301,216
10	03/31/92	188,427	10,124	24	198,575	204,553	0	204,553	295,238
11	04/28/92	300,269	6,864	65	307,198	192,964	0	192,964	409,472
12	05/26/92	201,540	4,407	37	205,984	205,228	0	205,228	410,227
13	06/30/92	250,683	2,290	48	253,021	238,593	0	238,593	424,655
TOTALS		2,916,548	114,062	404	3,031,014	2,857,807	1,686	2,859,493	424,655

## APPENDIX F

### FINANCIAL EVALUATION METHODOLOGY

- I. Purpose - To establish the methodology that will be used to evaluate contractor's cost proposals for distribution services to be provided in the Western Pennsylvania Distribution Service Area (WPDSA).
- II. Methodology - The financial evaluation of costs will be based on the quoted rates and current contractual rates from which the following will be calculated. Moving Costs will be part of the financial evaluation process.
  - a. Liquor Distribution Cost - The rates submitted by proposers for each service (inbound handling rate, storage charge, picking and loading charge and delivery charge) times the data provided will determine the estimated total liquor distribution cost for the first year.
  - b. Supplies Distribution Cost - The rates submitted by proposers for each service (inbound handling rate, storage charge, picking and loading charge and delivery charge) times the data provided will determine the estimated total supplies distribution cost for the first year.
  - c. Moving Cost - The rates submitted by proposers for loading and transportation times the data provided will be combined with the current contractor's picking charges and the new contractor's receipting charges to determine the estimated cost for this item.
  - d. Sub-Warehouse Fee - The monthly fee submitted by proposers for two offices, the sub-warehouse area, and all associated utilities (as described in V-33) times twelve will determine the cost for the first year.
  - e. First Year Contract Cost for WPDSA - The total of costs derived in a through d will be totalled to arrive at the first year's contract cost.
  - f. Low Cost Determination - The Total Estimated Annual Distribution cost arrived at in e above, minus Moving Cost, will be multiplied by a projected Consumer Price Index factor for each contract year (see V-38 Adjustments, Approvals and Contract Construction in the Model Contract). Proposals which offer an alternate to the language in V-38, or any other alternate form of costing, will be evaluated as required to arrive at the FYCCE. The total for each contract year will be added together to produce the Five Year Contract Cost

FINANCIAL EVALUATION INFORMATION

A. PLCB to Provide Proposer:

1. Store delivery schedule. (See Appendix A)
2. Cases delivered by rail to distribution center (assume unitized/palletized loads). (See Appendix E)
3. Cases delivered by truck to distribution center (assume unitized/palletized loads). (See Appendix E)
4. Cases delivered to pier in containers (assume nonunitized loads). (See Appendix E)
5. List of store addresses by store number. (See Appendix A)
  - a. Present hours of operation by day (start/close time).
6. List of present delivery restrictions. (See Appendix A)
7. Historical data on supplies. (See Appendix G)
8. Historical modeling and storage data. (See Appendix E)
9. Historical data for delivery to other than Liquor Stores. (See Appendix E)
10. Moving Information (See Appendix L)

B. Proposer to Provide Costs:

1. Inbound Handling Rate:

- a. Unitized/Palletized. (Pre-palletized/slip sheet or carrier palletized at delivery).
- b. Nonunitized/Unpalletized. (Distribution operator to unload).

2. Storage Charge (Per Case):

Stored product for calendar month. (Cases on hand the first day of each month to calculate the actual storage charge.)

3. Order Picking Charge:

Charge to pick cases.  
Charge to pick pallets of one code.

4. Charge Per Case for Loading, Delivery and Unloading:

SECTION II, PARAGRAPH 7

Cost and Price Analysis

This portion of the proposal is to be used to submit your rates for the required services. This portion of the proposal must be bound and sealed separately from the rest of the proposal.

APPENDIX I

D. Charge per case for Loading, Delivery and Unloading (insert rate for each store in column headed "Delivery Charge")

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE	
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI		
040	201					A						A	
040	202			C					C				
040	203		C						C				
040	204				C					C			
040	205					C							C
040	206		C						C				
040	207		C						C				
040	208					C							C
040	209					C							C
040	210	B							C				
040	211					C							C
040	212	C							C				
040	213			C						C			
040	214	C							C				C
040	215	C	C			C			C	C			C
040	216		C							C			
040	217		A							C			
040	218		C							C			
040	219	C								C			
040	220				C						C		
040	221					C							C
040	222					C							C
040	223	C								C			
040	224		C								C		
040	225		C								C		

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE		NORMAL					HOLIDAY					DELIVERY CHARGE
			MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	264	C						C					
040	265					B						B	
040	266						C						C
040	267		C							C			
040	270		C							C			
040	271	A							C				
040	272				C						C		
040	273				C						C		
040	274				C						C		
040	275				C						C		
040	277				C						C		
040	279				C						C		
040	280	C								C			
040	281				C						C		
040	282				C						C		
040	283					C						C	
040	284				C						C		
040	285						C						C
040	287		A							C			
040	288	C								C			
040	289	C					C			C			C
040	290				C						C		
040	291				C						C		
040	292				C						C		
040	293				C						C		

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	501				C						C	
040	701			C					C			
040	703			C					C			
040	704			B					B			
040	705			A					A			
040	707			A					A			
040	709			C					C			
040	1001		B						C			
040	1002		C						C			
040	1003		C						C			
040	1004		2						B			
040	1005		C						C			
040	1006		C						C			
040	1007					C			C			C
040	1008				B							C
040	1101				C							C
040	1103			A					C			
040	1104				A							C
040	1105				A							C
040	1107				B							C
040	1109				1							C
040	1110				C							C
040	1111			A					C			
040	1115				C							C
040	1118				C							C

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	2516		C							C		
040	2517		C							C		
040	2518	A								C		
040	2519				C						C	
040	2520				C						C	
040	2521				C						C	
040	2601	C								C		
040	2602				B						C	
040	2603	C								C		
040	2604				B						C	
040	2605				2						B	
040	2607				B						C	
040	2608				B						C	
040	2610	C								C		
040	2611	C								C		
040	2701		2							B		
040	2702		2							B		
040	3001				A						C	
040	3002				A						C	
040	3201			A							C	
040	3202			C							C	
040	3203			B							B	
040	3205			C							C	
040	3301			A							A	
040	3302			A							A	

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	6301				C					C		
040	6302				C					C		
040	6303				B					C		
040	6304				C					C		
040	6305					B					C	
040	6306				C					C		
040	6307					B					C	
040	6308				B					C		
040	6311				A					C		
040	6312				A					C		
040	6314					C					C	
040	6315					C					C	
040	6316					C					C	
040	6501		C								C	
040	6502		B								C	
040	6503	B						C				
040	6504			C					C			
040	6505				C					C		
040	6506		C						C			
040	6507			C						C		
040	6508			B						C		
040	6509		C							C		
040	6510		B							B		
040	6511	A							C			
040	6513					2					B	

E. Moving Cost:

The proposer is required to move the PLCB's merchandise from the facility(ies) being utilized to the new facility under the awarded contract.

Cost per case to floor load onto trucks, verify code count, deliver to new facility and unload onto pallets in estimated quantities as shown below.

- |    |                          |          |
|----|--------------------------|----------|
| 1. | 1 to 50,000 cases        | \$ _____ |
| 2. | .50,001 to 100,000 cases | \$ _____ |
| 3. | 100,001 to 150,000 cases | \$ _____ |

New contractor will receipt palletized merchandise at the pallet rate in contract.

F. Charge to Ship Via Carrier(s) Other Than Contractor:

Charge per case for picking, packing and loading \$ \_\_\_\_\_

G. Charge to Ship to Existing Distribution Centers. For Distribution Center Transfers and Less than Truck Load Consolidations:

	Taylor	Philadelphia
Charge per case for picking, loading and delivery		
1. 400 case minimum	\$ _____	\$ _____
2. 900 case minimum	\$ _____	\$ _____

H. Charge for Handling of Samples \$ \_\_\_\_\_

I. Damage Processing Rate Per Case:

- |                              |          |
|------------------------------|----------|
| 1. Charge per case of damage |          |
| 1-50 cases                   | \$ _____ |
| 51 and over                  | \$ _____ |

J. Charge to Return Cases from Store to Distribution Center \$ \_\_\_\_\_

K. Sub-Warehouse Fee (Monthly) \$ \_\_\_\_\_

L. Optional Services (See V-16, C)

1. Equipment and Operator for Delivery \$ \_\_\_\_\_

2. Equipment and Operator for Loading/Unloading \$ \_\_\_\_\_

M. Merchandise Validations (See V-24) \$ \_\_\_\_\_

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	6514				B						C	
040	6515				A						C	
040	6516				B						B	
040	6517	C										C
040	6518			C					C			
040	6519				C						C	
040	6521				C						C	
040	6522	C							C			
040	6523	C									C	
040	6524				C						C	
040	6525	C									C	
040	9203	B							C			
040	9205			C							C	
040	9206	C							C			
040	9207					C						C
040	9209					C						C
040	9210			C							C	
040	9211				C							C
040	9212	C							C			
040	9213			C							C	

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	3303			1							A	
040	3305			1							A	
040	3701				B							C
040	3702				C							C
040	3706				A							C
040	3707				B							G
040	3708				C							C
040	4301	C									C	
040	4302	A									A	
040	4303	C									C	
040	4304	A									A	
040	4305	B									B	
040	4306	C									C	
040	4307		B								B	
040	4308	B									B	
040	5601			A								C
040	5602			C								C
040	5603				C							C
040	5605			2								B
040	5606			B								C
040	6101	C									C	
040	6102	C									C	
040	6201		C									C
040	6202		2									2
040	6203		2									B

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	1119				C						C	
040	1601			A		B			A			B
040	1602					B						B
040	1604					2						B
040	1701			A							C	
040	1702			C							C	
040	1703			2							B	
040	1704			1							A	
040	1706			B							B	
040	2001	C									C	
040	2002	A									A	
040	2003					2						B
040	2004	A									A	
040	2006	C									C	
040	2501					B						B
040	2502			C							C	
040	2504					A						A
040	2506			A							A	
040	2508					2						B
040	2509					C						C
040	2511					C						C
040	2512			A							A	
040	2513			C							C	
040	2514					C						C
040	2515					C						C

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	294					C						C
040	295			A						C		
040	296		C						C			
040	297	C							C			
040	298		C						C			
040	299	C							C			
040	301					B						B
040	302					B						B
040	303				B					C		
040	304					2						B
040	305				B					B		
040	306		2						B			
040	307				B						B	
040	308					B						C
040	401					A						A
040	402					A						A
040	403					A						C
040	404					C						C
040	405		A						A			
040	408					A						C
040	409					C						C
040	410		C						C			
040	411		A						C			
040	412		A						C			
040	414		C						C			

APPENDIX F

17 NOV 92      NORMAL DELIVERY AND HOLIDAY BUILDUP DELIVERY SCHEDULE

WHSE	STORE	NORMAL					HOLIDAY					DELIVERY CHARGE
		MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	
040	227				A					A		
040	229		C							C		
040	230	C						B				
040	234					C						C
040	235				A					A		
040	236	A						C				
040	238				C			C				C
040	239					C						C
040	240			B						B		
040	241	C						C				
040	242			C						C		
040	244					B						B
040	246	C						C				
040	247	C						C				
040	249			C						C		
040	250			B						B		
040	251	C						C				
040	252	C						C				
040	253	A						C				
040	255				C							C
040	258	C						C				
040	259					B						B
040	260	C						C				
040	261		C							C		
040	263	C						C				

REFERENCE SECTION II, PARAGRAPH 7

II-7. Cost and Price Analysis - The information in this section is required to support the reasonableness of your quotation and is for internal PLCB use only. This portion of the proposal must be bound and sealed separately from the remainder of the proposal. (See Appendix F, Financial Information)

In order to evaluate properly each proposal's cost, it is mandatory that all cost factors be addressed and completed exactly as requested. Proposers wishing to submit deviations from information requested must submit them as alternate proposals.

A. Inbound Handling Rate:

- 1. Charge per case to receive unitized/palletized product \$ \_\_\_\_\_
- 2. Charge per case to receive nonunitized/unpalletized product \$ \_\_\_\_\_

B. Storage Charge:

- 1. Charge to store a case of product per month \$ \_\_\_\_\_

C. Order Picking Charge:

- 1. Charge to pick per case \$ \_\_\_\_\_
- 2. Charge to pick per pallet of one code \$ \_\_\_\_\_

D. Key for Normal Delivery and Holiday Buildup Delivery Schedule

- C = Weekly Delivery
- A = Bi-Weekly Delivery, Non-Pay Week
- B = Bi-Weekly Delivery, Pay Week
- 1 = Monthly Delivery, Non-Pay Week
- 2 = Monthly Delivery, Pay Week

(Includes merging regular, specialty, supplies and bottle orders.)

(a)

(b)

Store  
Number

Charge Per Case to Load,  
Deliver, and Unload at  
Store (Delivery Charge)

5. Moving Cost:

(See Appendix L)

Charge per case to floor load onto trucks, verify code count, deliver to new facility and unload onto pallets.

6. Charge to Ship Via Carrier(s) Other Than Contractor:

(Non-evaluation)

Charge per case for  
picking, packing  
and loading

7. Charge to Ship to Existing Distribution Centers:

(Distribution Center Transfer Orders or DCTO's)

(Non-evaluation)

Taylor

Philadelphia

Charge per case for  
picking, loading and delivery

8. Samples:

(See Section V-30)

9. Damage Processing (if requested by PLCB):

(Non-evaluation)

Charge per case

1-50 cases

51 and over cases

10. Sub-Warehouse Fee:

Monthly fee for two (2) offices, sub-warehouse area, and all associated utilities. (See V-33)

APPENDIX F

Estimate (FYCCE). The FYCCE will be the basis for determination of the lowest estimated cost. The proposal with the lowest estimated cost will be awarded the maximum score on cost. The remaining proposals will be scored by applying the formula:

$$a/b * c = d$$

a is the lowest proposer estimated cost

b is the second (third, fourth, etc.) lowest proposer estimated cost

c is the PLCB maximum points allowed for cost

d is the second (third, fourth, etc.) proposer's rating

III. Proposer's Response - Using the format in this Appendix F, each proposer must provide complete cost information as required in PART II of the RFP in his primary proposal. Proposers wishing to submit deviations from cost information requested in Appendix F must submit them as alternate proposals.

APPENDIX G

DESCRIPTION OF SUPPLY ITEMS

1. Pint Bags - Paper - Kraft, Brown, 3,000 bags per bundle  
Size per bundle: 25 1/4" long, 13 1/2" wide, 8 1/2" high  
Weight per bundle: 39 lbs.
2. Quart Bags - Paper - Kraft, Brown, 2,000 bags per bundle  
Size per bundle: 18" long, 19" wide, 10 1/2" high  
Weight per bundle: 43 lbs.
3. Gallon Bags - Paper - Kraft, Brown, 500 bags per bundle  
Size per bundle: 24" long, 17 1/2" wide, 7" high  
Weight per bundle: 34 lbs.
4. Polyethylene Bags - T-shirt, Color: Dark Brown, size: face 12" x width 7.5"  
x Length 23.25", 1,000 per carton
5. Paper Towels - C-Fold - Grade A, 150 towels per package  
16 packages per case  
Case size: 27" long, 16 1/2" wide, 10 1/2" high  
Case weight: 30 lbs.

APPENDIX G

SUPPLY SHIPMENTS

FISCAL YEAR 1991-92

<u>PERIOD</u>	<u>PINT BAGS</u>	<u>QUART BAGS</u>	<u>GALLON BAGS</u>	<u>POLYETHYLENE BAGS</u>	<u>PAPER TOWELS</u>	<u>TOTAL CASES/BUNDLES</u>
1	18	121	0	63	27	229
2	57	403	2,232	236	94	3,022
3	69	449	1,122	200	61	1,901
4	41	505	1,458	266	87	2,357
5	84	520	1,277	45	72	1,998
6	63	405	1,211	0	73	1,752
7	4	90	239	481	25	839
8	35	162	523	80	71	871
9	35	190	802	115	86	1,228
10	28	138	443	85	52	746
11	35	174	474	119	54	856
12	17	199	756	168	70	1,210
13	17	217	785	171	52	1,242
TOTAL	503	3,573	11,322	2,029	824	18,251

RECOMMENDED PALLET SPECIFICATIONS

FOR THE CONTROL STATES AND THE ALCOHOLIC BEVERAGE INDUSTRY

I. SIZE AND TYPE OF PALLET

Pallet should be 48" x 40"; flush non-reversible, four-way modified (see attached drawing for details).

II. TYPE AND QUALITY OF LUMBER

A. Allowable Species:

Lumber should be sound, square edge, free of mold and decay, and of the following hardwood species:

CLASS "C"

Beech	Hickory
Birch	Oak (except Swamp Oak)
Hackberry	Pecan
Hard Maple	Rock Elm
White Ash	

B. Moisture Content:

Maximum moisture content of deckboards should be 25 percent at time of manufacture; no moisture content limit for stringers.

C. Permissible Defects and Characteristics:

The diameter of sound knots should be no greater than one-third the width of the piece in which they occur; there should be no more than two such maximum diameter knots in any one piece. Loose or hollow knots should not exceed one-half the diameter of sound knots. Season checks and splits that do not affect structural strength of pallet are permissible defects. Wane or barky edge should not exceed one-fourth of the thickness or one-sixth of the width of the deckboard in which they appear and should be on the stringer side of the board only; no wane should be permitted in stringers.

No knots should be allowed in the stringer immediately over the notched areas that would impair the strength of the stringer.

Point: Diamond (not longer than  $5/32$ " ), or Chisel provided that the width does not exceed wire diameter.

Thread: Spiral-minimum 4 flutes-helical angle of thread at the pitch diameter should be 60 degrees plus or minus 5 degrees with a plane perpendicular to the axis.

## V. DIMENSIONS, SPACING AND ARRANGEMENTS OF COMPONENTS

### A. Deckboard Dimensions:

Thickness  $13/16$ ", plus  $1/16$ ", minus  $1/32$ ".  
Length 40", plus or minus  $1/8$ ". Top end deckboards should be  $5-3/4$ ", plus  $1/4$ ", minus  $1/8$ ".

Bottom end deckboards should be  $5-3/4$ ", plus  $1/4$ ", minus  $1/8$ ".

Center, top and bottom deckboards shall be nominal 4" width, with a minimum of  $3-3/4$ ", plus no limit, minus  $1/8$ ".

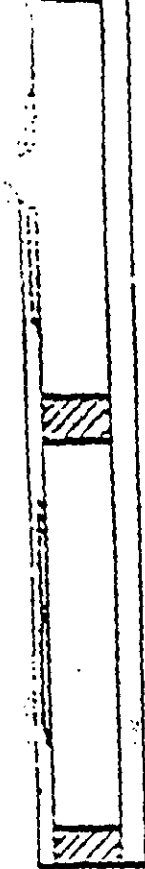
Chamfer inner and outer edges of bottom deck edge boards and wheel space edges of center cluster boards to within  $1/2$ " of bottom face, plus 0", minus  $1/8$ ". All chamfers to be cut at 45 degree angle and to extend within 2" but not closer than 1" of stringers at each end of chamfer.

### B. Deckboard Spacing and Arrangements:

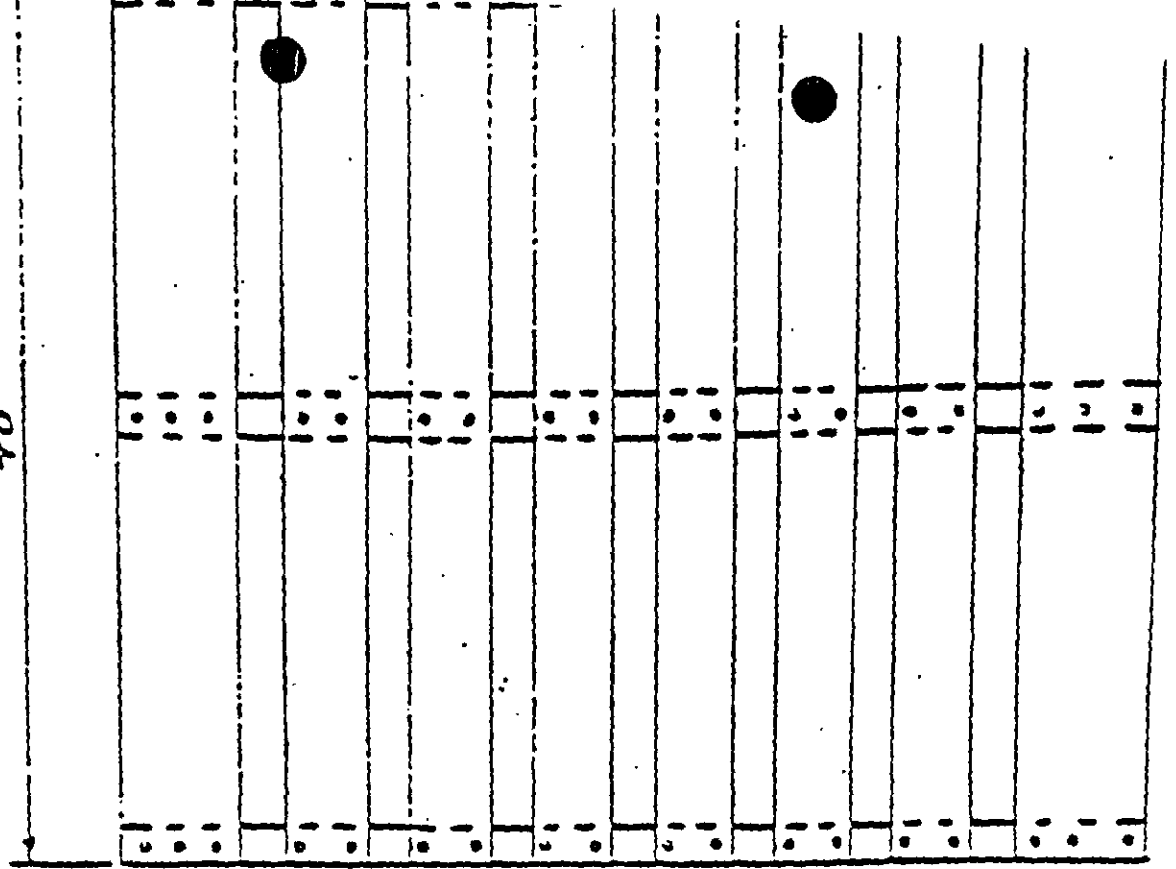
Top deckboards should have a maximum spacing of 2". Spacing of center cluster of bottom deckboards should not exceed 1" and the outer edges of the cluster should be flush with the inside of the notches. Bottom deckboards should not protrude over any notch opening; ends of all deckboards should be flush with outside of stringers.

### C. Stringer Dimensions and Placement:

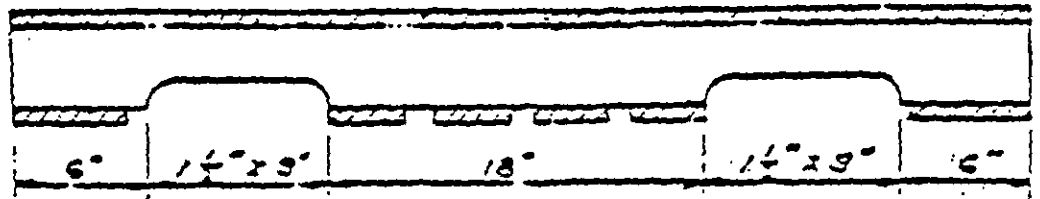
Stringer dimensions should be width -  $1-3/4$ ", plus  $1/4$ ", minus 0"; length - 48" plus or minus  $1/8$ "; height -  $3-3/4$ ", plus  $1/4$ ", minus 0".



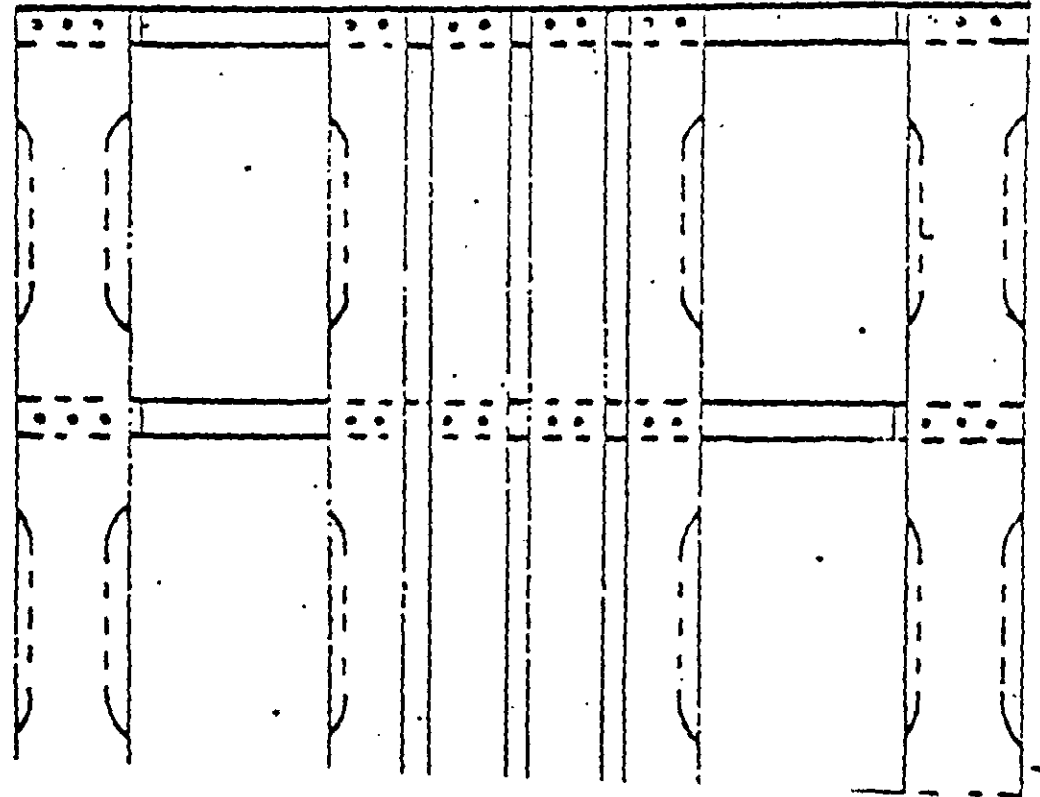
40"

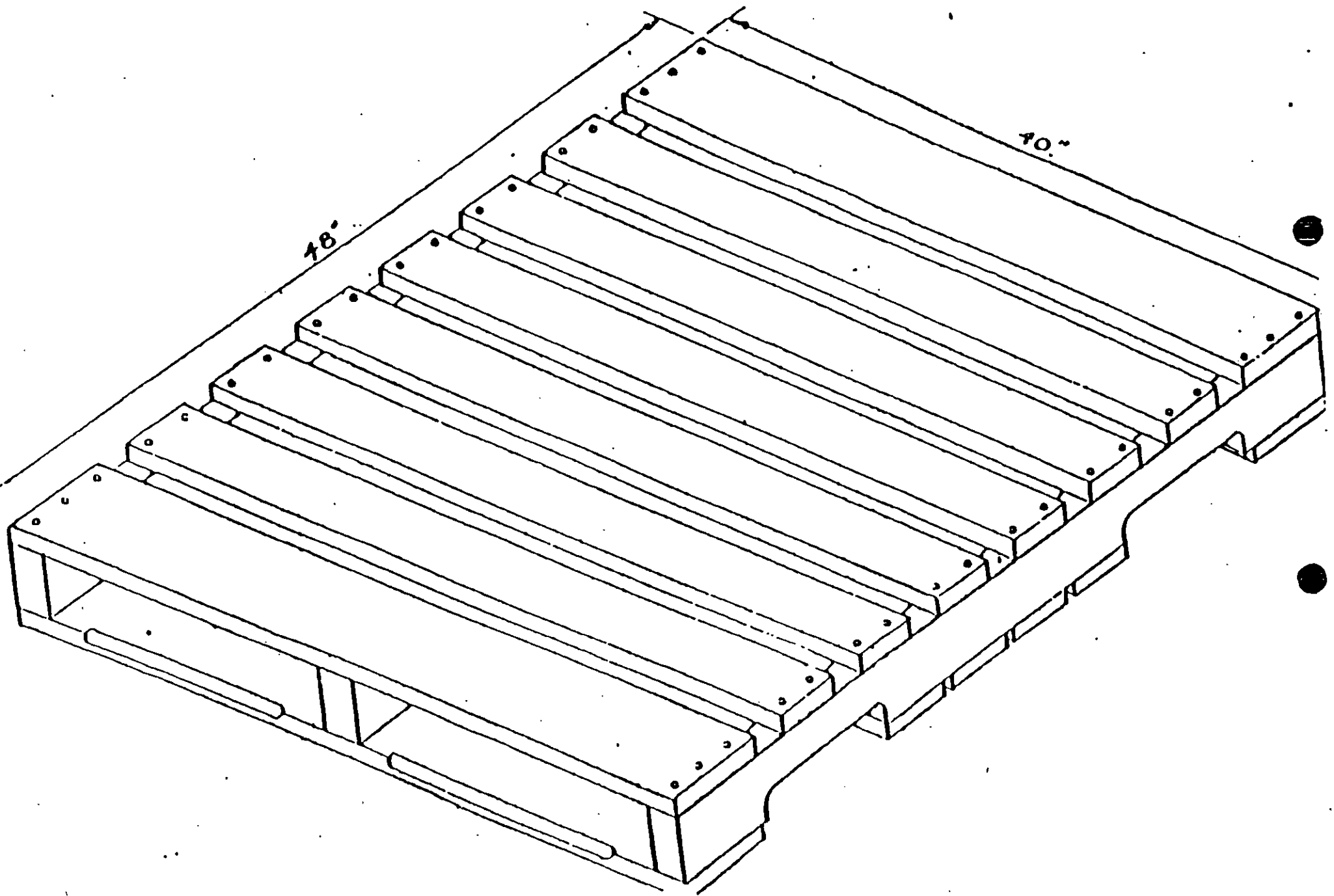


45"



BOTTOM VIEW





## APPENDIX H

Notch openings should be 9" wide, plus 1/4", minus 0". Notch openings should not be closer than 6" from the ends of the stringers, plus 1/4", minus 0". Stringer notches should have a depth of 1-1/2" and should have round corners with a radius of 3/4"; the top of the notch should be flat cut between the corner radius.

Center stringer should be parallel to and equidistant between outside stringers.

### VI. ASSEMBLY

#### A. Predrilling:

Predrilling of deckboards should be required when nails are hand driven. When predrilling is required, the outer ends of the deckboards should be predrilled approximately 1/32" larger than the nail shank. When pallets are assembled by nailing machines, predrilling of deckboards is not required.

#### B. Nailing:

The number of nails which should be employed at all bearing points for the various widths of deckboards is as follows:

<u>Width of Deckboard</u>	<u>Number of Nails</u>
3-5/8" to 5-1/2" width	2 nails
5-5/8" to 7-3/8" width	3 nails

Nails must be staggered. Flat head nails should be countersunk at least 1/16" deep. Oval concave "snag free" head nails should be driven flush with the deckboards.

### VII. WORKMANSHIP

- A. Protruding nail heads or points are not permitted. Bent over nails must be driven below surface of deckboards.
- B. Deviation in dimension of assembled pallets should be limited to 3/8" out-of-square (3/4" difference in diagonals), plus or minus 3/16" in overall pallet length or width.
- C. No combination of defects in workmanship, including nail splits, which will adversely affect the strength of the pallet to a material extent should be permitted.

## APPENDIX H

No individual piece of any one pallet should have deviation due to warp greater than the following percent of its measured dimension:

	<u>Percent</u>
Bow	2
Crook	2
Cup	3

Pin-worm and grub-worm holes in pallet parts are permissible defects, provided that they do not affect the structural strength of the pallet. Infestation of lyctus powder-post beetles, termites, and other wood destroying insects are not permitted in pallet parts.

No combination of defects which will materially weaken any piece or pallet will be allowed.

### III. LUMBER PREPARATION

At least all exposed surfaces of deckboards and stringers should be surfaced. Stringers should be surfaced four sides or surfaced two sides with uniformly ripped edges to uniform thickness and width.

No bearded ends permitted; all ends and edges should be clean and square.

Preservatives not permitted.

### IV. TYPE AND QUALITY OF FASTENERS

#### Drive Screw Nails

The 2-1/2" x 0.120" stiff-stock drive screw (helically threaded nail) should meet the following requirements:

Length: 2-1/2" plus or minus 1/16"

Wire Diameter: .120" plus or minus .002"

Threaded Body Outside Diameter: .138" plus or minus .005"

Head Diameter: Average 9/32" plus or minus 1/32"

APPENDIX I  
LIQUOR CODE SECTION  
LAWS OF PENNSYLVANIA

Section 210. Restrictions on Members of the Board and Certain Employes of Commonwealth.--(a) A member or employe of the board or enforcement bureau or a member of the immediate family of a member or employe of the board or enforcement bureau shall not be directly or indirectly interested or engaged in any other business or undertaking within the Commonwealth dealing in liquor, alcohol, or malt or brewed beverages, whether as owner, part owner, partner, member of syndicate, holder of stock exceeding five percent (5%) of the equity at fair market value of the business, independent contractor or manager of a licensed establishment required under 40 Pa. Code Section 5.23 (relating to appointment of managers), and whether for his own benefit or in a fiduciary capacity for some other person. For the purpose of this subsection only "employe of the board or enforcement bureau" shall mean any individual employed by the board or enforcement bureau who is responsible for taking or recommending official action of a nonministerial nature with regard to:

- (1) Contracting or procurement;
- (2) Administering or monitoring grants or subsidies;
- (3) Planning or zoning;
- (4) Inspecting, licensing, regulating or auditing any person; or
- (5) Any other activity where the official action has an economic impact of greater than a de minimis nature on the interest of any person.

(b) No member or employe of the board or enforcement bureau or a member of the immediate family of a member or employe of the board or enforcement bureau nor any employe of the Commonwealth shall solicit or receive, directly or indirectly, any commission, remuneration or gift whatsoever, from any person having sold, selling or offering liquor or alcohol for sale to the board for use in Pennsylvania Liquor Stores.

(c) No person convicted of an infamous crime may be employed as a member or employe by the board or enforcement bureau.

(d) No member or employe of the board or enforcement bureau may use his position with the board or enforcement bureau, or any confidential information received through his position with the board or enforcement bureau, to obtain financial gain, other than compensation provided by law, for himself, a member of his immediate family or a business with which he is associated.

(e) No person may offer or give to a member or employe of the board or enforcement bureau or a member of his immediate family or a business with which he is associated, and no member or employe of the board or enforcement bureau may solicit or accept anything of value, including a gift, loan, political contribution, reward or promise of future

(3) Any person who violates the provisions of subsections (a) or (f) through (l) shall be guilty of a misdemeanor and, upon conviction thereof, shall be sentenced to pay a fine of not more than one thousand dollars (\$1,000) or to undergo imprisonment for not more than one (1) year, or both.

(4) Any person who obtains financial gain from violating any provisions of this section, in addition to any other penalty provided by law, shall pay into the accounts of the board a sum of money equal to three (3) times the financial gain resulting from the violation.

(5) Any person who violates the provisions of this section shall be barred for a period of five (5) years from engaging in any business or contract with the board or enforcement bureau.

(6) The penalties and sanctions provided by this subsection shall supersede any similar penalties and sanctions provided by the act of July 19, 1957 (P.L.1017, No. 451), known as the "State Adverse Interest Act", and the act of October 4, 1978 (P.L.883, No. 170), referred to as the "Public Official and Employee Ethics Law".

(n) As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Business" shall mean a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust or legal entity organized for profit or as a not-for-profit corporation or organization.

"Immediate Family" shall mean a spouse residing in the person's household and minor dependent children.

"Infamous Crime" shall mean a violation and conviction for an offense which would disqualify an individual from holding public office pursuant to section 6 of Article II of the Constitution of Pennsylvania; a conviction within the preceding ten (10) years for a violation of this section or of 18 Pa.C.S. Section 4113 (relating to misapplication of entrusted property and property of government or financial institutions), Ch.47 (relating to bribery and corrupt influence), Ch.49 (relating to falsification and intimidation), Ch.51 (relating to obstructing governmental operations) or Ch.53 (relating to abuse of office); or a violation of the laws of this Commonwealth or another state or the Federal Government for which an individual has been convicted within the preceding ten (10) years and which is classified as a felony.

APPENDIX I

employment, based on an understanding that the vote, official action or judgement of the member or employe of the board or enforcement bureau would be influenced thereby.

(f) No member or employe of the board or enforcement bureau or a member of his immediate family or any business in which the member or employe or a member of his immediate family is a director, officer or owner or holder of stock exceeding five percent (5%) of the equity at fair market value of the business may enter into any contract valued at five hundred dollars (\$500) or more to provide goods or services to the board or enforcement bureau unless the contract has been awarded to the lowest responsible bidder through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded.

(g) No former member or employe of the board or enforcement bureau may represent a person, with or without compensation, on any matter before the board or enforcement bureau for one year after leaving the board or enforcement bureau.

(h) No member or employe of the board or enforcement bureau or an advisor or consultant thereto having recommended to the board or enforcement bureau either the making of a contract or a course of action of which the making of a contract is an express or implied part, may, at any time thereafter, have an adverse interest in that contract.

(i) No member or employe of the board or enforcement bureau may influence or attempt to influence the making of, or supervise or deal with, a contract with the board or enforcement bureau in which he has an adverse interest.

(j) No member or employe of the board or enforcement bureau may have an adverse interest in a contract with the board or enforcement bureau.

(k) No person having an adverse interest in a contract with the board or enforcement bureau may become an employe of the board or enforcement bureau until the adverse interest has been wholly divested.

(l) No member or employe of the board or enforcement bureau, except in the performance of his duties as such employe, may, for remuneration, directly or indirectly, represent a person upon a matter pending before the board or enforcement bureau.

(m) (1) Any person who violates the provisions of this section shall have his employment by the board or enforcement bureau immediately terminated by the appropriate person having the power to terminate and shall be liable to the board or enforcement bureau to reimburse the board or enforcement bureau for all compensation received by him from the board or enforcement bureau while employed in violation of subsection(c).

(2) Any person who violates the provisions of subsections (b), (d) or (e) shall be guilty of a felony and, upon conviction thereof, shall be sentenced to pay a fine of not more than ten thousand dollars (\$10,000) or to undergo imprisonment for not more than five (5) years, or both.

APPENDIX J  
ADVERSE INTEREST ACT  
INTEREST IN STATE CONTRACTS

CHAPTER 6

**Cross References**

Interest in state contracts, see sections 196 and 1511 of this title.

**Section 776.1 Short title**

This act shall be known and may be cited as the "State Adverse Interest Act". 1957, July 19, P.L. 1017, Section 1.

**Title of Act:**

An Act prohibiting advisor, consultants, officers and employees of the Commonwealth, the Pennsylvania Turnpike Commission and State authorities, from having adverse interests in certain contracts; prohibiting employees thereof from representing other persons in certain circumstances; and prescribing penalties. 1957, July 19, P.L. 1017.

**Section 776.2 Definitions**

The following terms shall have the following meanings, when used in this act:

(1) "State Agency". A department, board, commission or other part of the executive branch of the government of the Commonwealth or the Pennsylvania Turnpike Commission, the General State Authority or other State authority, created by a statute which declares in substance that such authority performs or has for its purpose the performance of an essential governmental function and that its bonds shall not pledge the faith or credit or be obligations of the Commonwealth.

(2) "State Advisor". A person who performs professional, scientific, technical or advisory service for a State agency or serves as a member of an advisory board, professional licensing board or similar part of a State agency, and who receives no compensation for his service other than reimbursement for expenses incurred by him in furnishing such service.

**Section 776.6 Adverse interest creating ineligibility for employment**

No person having an adverse interest in a contract with a State agency, shall become an employe of such agency until such adverse interest shall have been wholly divested. 1957, July 19, P.L. 1017, Section 6.

**Section 776.7 Employe representing another before state agency**

No State employe, except in the performance of his duties as such employe, shall, for remuneration, directly or indirectly, represent any other person upon any matter pending before or involving any State agency. 1957, July 19, P.L. 1017, Section 7.

**Section 776.8 Penalty for violations**

Any person who violates any of the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof, shall be sentenced to pay a fine not exceeding one thousand dollars (\$1,000) or to be imprisoned for a term not exceeding one year, or both, and in addition, shall automatically forfeit any office or employment under a State agency which he may then hold. 1957, July 19, P.L. 1017, Section 8.

(3) "State Consultant". A person who, as an independent contractor, performs professional, scientific, technical or advisory service for a State agency, and who receives a fee, honorarium or similar compensation for such service.

(4) "State Employee". An appointed officer or employe in the service of a State agency, and who receives a salary or wage for such service.

(5) "Contract". A contract or arrangement for the acquisition, use or disposal by a State agency of services or of supplies, materials, equipment, land or other personal or real property. The term "contract" shall not mean an agreement between the Commonwealth or a State agency as one party and a State advisor, consultant or employe as the other party, concerning his expense, reimbursement, fee, salary, wage, retirement benefit, tenure or other matters touching his personal service to the Commonwealth or State agency.

(6) "Have an Adverse Interest". Be the party to a contract, as herein defined, other than the Commonwealth or a State agency or be a stockholder, partner, member, agent, representative or employe of such party. 1957, July 19, P.L. 1017, Section 2.

**Section 776.3 Adverse interest of state advisor or consultant**

No State advisor or State consultant having recommended to the State agency which he serves either the making of a contract or a course of action of which the making of a contract is an express or implied part, shall, at any time thereafter, have an adverse interest in such contract. 1957, July 19, P.L. 1017, Section 3.

**Section 776.4 Influence of employe in contract in which he is interested**

No State employe shall influence, or attempt to influence, the making of or supervise or in any manner deal with any contract in which he has an adverse interest. 1957, July 19, P.L. 1017, Section 4.

**Section 776.5 Adverse interest of employe**

No State employe shall have an adverse interest in any contract with the State agency by which he is employed. 1957, July 19, P.L. 1017, Section 5.

APPENDIX K  
CONTRACTOR INTEGRITY PROVISIONS

1. **Definitions.**

a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. **Consent** means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a five percent interest.

d. **Financial interest** means:

(1) Ownership of more than a five percent interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision,

APPENDIX K

obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

APPENDIX K

opinion, recommendation, vote other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in

APPENDIX L

MOVING INFORMATION

In the event the awarding of this proposed contract requires a move to a new warehousing and distribution facility, all PCB merchandise on hand in the current facility must be moved. It is estimated that the total number of cases of merchandise which will be moved will range from 50,000 to 150,000 cases.

Services required to accomplish the move are as follows:

1. Current contractor will pick merchandise and deliver to dock for loading.
2. Contractor's designated trucker will floor load on to trucks, verify code count, and deliver to new facility. Driver will unload all merchandise onto pallets.
3. New contractor will receipt all palletized merchandise at the pallet rate in the contract.

Proposers must provide a rate to perform services outlined in #2 above. See Appendix F.

APPENDIX M

1993 STORE HOLIDAY SCHEDULE

New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	January 18
Presidents' Day	February 15
Election Day	May 18
Memorial Day	May 31
Independence Day	July 5
Labor Day	September 6
Columbus Day	October 11
Election Day	November 2
Veterans' Day	November 11
Thanksgiving Day	November 25
Christmas Day	December 25
New Year's Day*	January 1

\*1994

SAMPLE HOLIDAY BUILDUP SCHEDULE

COMMONWEALTH OF PENNSYLVANIA



PENNSYLVANIA LIQUOR CONTROL BOARD

HARRISBURG, PENNSYLVANIA 17124-0001

August 26, 1992

October 5, 1992 - Starting Date for Store Deliveries

HOLIDAYS WITHIN BUILDUP PERIOD - NO STORE DELIVERIES

- October 12, 1992 - Columbus Day - Monday
- November 3, 1992 - Election Day - Tuesday
- November 11, 1992 - Veterans' Day - Wednesday
- November 13, 1992 - Created Friday Holiday - Friday  
Wednesday Delivery (For D.C. #2 & #4 Only)
- November 25, 1992 - Thanksgiving Eve - Wednesday
- November 26, 1992 - Thanksgiving Day - Thursday
- November 27, 1992 - Day after Thanksgiving (D.C. #1 Only) - Friday

OTHER DATES IMPORTANT TO BUILDUP PERIOD

- October 5, 1992 - Gift Items Released for Delivery to Stores
- October 19, 1992 - Starting Date for Gift Wrap Delivery to Stores
- November 2, 1992 - Last Date Gift Items will be received at Distribution Centers  
These items will be allocated from Central Office
- \*December 18, 1992 - Last Delivery Day of "Buildup 1992"
- December 21, 1992 - Makeup Begins, Backorders Purged
- December 23, 1992 - No Deliveries
- December 24, 1992 - No Deliveries - Christmas Eve
- December 25, 1992 - No Deliveries - Christmas Day
- December 28, 1992 - Stores Order on Non-Holiday Schedule for Delivery 1/4/93
- December 30, 1992 - Makeup Ends
- December 31, 1992 - No Deliveries - New Year's Eve
- January 1, 1993 - No Deliveries - New Year's Day
- January 4, 1993 - Resume Deliveries to Stores

MAKEUP PERIOD

- December 14, 1992 - MIS Advised of Stores Participating in 1st Makeup
- December 15, 1992 - 1st Makeup Stores Order for Delivery 12/21/92 and 12/22/92
- December 18, 1992 - MIS Advised of Stores Participating in 2nd Makeup
- December 19, 1992 - 2nd Makeup Stores Order for Delivery 12/28, 12/29 & 12/30/92
- January 4, 1993 - Return to Non-Holiday Schedule

\*ALL STORES WILL HAVE NORMAL DELIVERY SERVICE THROUGH 12/18/92

APPENDIX O

INVOICING INSTRUCTIONS

The contractor will invoice separately for the services indicated below. Invoicing will be on the basis shown. The invoice will contain as a minimum, the information indicated.

1. Store deliveries of liquor on a daily basis - The invoice will show the store numbers, the PLCB Form 142 numbers, the number of cases delivered to each store, the order picking and loading, delivery and unloading rate for each store and the total charge for each store. The invoice will be totaled showing the total store delivery charges for that day. A copy of the PLCB Form 142 signed by the store manager for each store delivery will be included with the invoice.
2. Warehouse receipts on a weekly basis - The invoice will show the PLCB 141 number, the total cases received on this 141, the rate for receiving, the charge for the 141, the total cases received and the total charge. The invoice will correlate to the PLCB's standard accounting period (normally four invoices per accounting period).

or

Warehouse receipts on a daily basis - The invoice will show the PLCB 141 number, the total cases received on the 141, the rate for receiving, the charge for the 141, the total cases received and the total charge.

3. Storage charges on a monthly basis - The invoice will show the total cases stored, the rate and the total charge on the invoice. Daily product storage shall be calculated by using PLCB daily register of availability figures to determine the actual physical inventory. This physical inventory shall be the basis for payment of storage charges.
4. Store deliveries of supplies on a daily basis - As in item #1 above, substitute PLCB Form 552 for PLCB Form 142.
5. Relabeling, as required - Include copy of authorization memo from PLCB, and invoice showing number of cases, rate, total charge, and name of company whose product is being relabeled.
6. Samples, as required - Include number of cases, rate, total charge.
7. Credit returns, as required - Include company name whose product is being returned, SINRP 150, number of cases, product code, store number, rate, total charge.
8. Miscellaneous handling, as required - Include number of cases, rate, total charge, date service provided and brief explanation of service.
9. Distribution Center Transfer Orders (DCTO's), as required - Include DCTO number, cases, rate, total charge.

APPENDIX 0

YOUR COMPANY LETTERHEAD  
STREET ADDRESS  
CITY, STATE ZIP

Storage for the period MM/DD/YY to MM/DD/YY

CASES	RATE	TOTAL
XXX	\$\$\$ .CC	\$\$\$\$.CC

Format for monthly invoice for distribution center storage

APPENDIX 0

YOUR COMPANY LETTERHEAD  
STREET ADDRESS  
CITY, STATE ZIP

STORE #	PLCB 142 #	CASES	RATE	TOTAL
XXXX	XXXXXXXX	XXX	\$\$\$ .CC	\$\$\$\$.CC
		TOTAL		TOTAL

Format for daily invoice for store deliveries

(Format for supplies deliveries substitute 552 for 142)

APPENDIX P

RECEIPT ENTRY AGREEMENT

THIS RECEIPT ENTRY AGREEMENT ("Agreement") is made this 1st day of May, 1993, by and between the Pennsylvania Liquor Control Board ("Board"), with its Central Office at the Northwest Office Building, Harrisburg, Pennsylvania 17124-0001 and General Commodities Warehouse & Distributing Company, L.P. ("Contractor"), a corporation, with offices at 760 Commonwealth Drive, Pittsburgh, Pennsylvania 15086.

The Board and Contractor have entered into Contract No. 92-10-20 ("Contract") wherein the Contractor agrees to provide services to the Board involving but not limited to the receipt, storage, and delivery of Commonwealth merchandise. Pursuant to the Contract, the Contractor shall provide evidence of receipt of merchandise in the form specified by the Board.

In order to facilitate the documentation of transactions between the parties, the Board's data processing services will be utilized for reporting and documenting the receipt of merchandise through agreed upon procedures as an alternative to the use of paper documents. The Board's data processing services will generate a Form D-0141 ("Receipt Document") as a result of Contractor's input of receipt of merchandise, a copy of which is attached to this document as Appendix "A". The Receipt Document will constitute the official documentation of receipt.

The parties intend that these electronic transactions be legally binding and enforceable and in consideration of the mutual promises set forth

APPENDIX 0

YOUR COMPANY LETTERHEAD  
STREET ADDRESS  
CITY, STATE ZIP

CASES	CODE	RATE	TOTAL	VENDOR
XXX	XXXX	\$\$\$ .CC	\$\$\$\$ .CC	NAME OF VENDOR WHOSE PRODUCT WAS RELABELED

Include copy of authorization memo from PLCB

Format for distribution center relabeling

10. Hourly labor/overtime labor, as needed based on special project approval by PLCB - Include description of project, number of workers, hours per worker, rate (or rate per worker if multiple rates), total charge per worker, total project charge.

5. Contractor is responsible for use of appropriate forms to request access and authorization for Contractor's employes to use the Board's data processing system and to further notify the Board with additions, changes, and deletions in such authorized accesses.

B. Board's Responsibilities

1. Board will provide written instruction on correct utilization of receipt menu transactions to be used by Contractor.
2. Board will process receipt information into the Board's Warehouse Accounting System as entered by the Contractor.
3. Board will generate a Form D-0141 ("Receipt Document") reflecting Contractor's input of receipt of merchandise.
4. Board will provide the Contractor with summary controls of daily receipts.
5. Board will provide "signatures" and sign-on passwords, as requested by Contractor upon written notification, within a reasonable time to the Contractor.
6. Board will provide immediate removal of sign-on passwords for terminated employes upon notification by Contractor.

either the business records exception to the hearsay rule or the best evidence rule on the basis that they are not in documentary form.

Notwithstanding any of the terms, conditions or provisions herein contained, nothing in this Agreement shall change or alter any terms or conditions of Contract No. 92-10-20, nor the procedures set forth reconciliation of errors, mistakes, omissions and inventories contained in the said Contract.

This Agreement shall remain in effect until April 30, 1998.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

By: General Commodities Warehouse and  
Distributing Company, L.P.

By: Pennsylvania Liquor Control Board

Name: \_\_\_\_\_

HERBERT S. SHEAR

Title: President, Shear Investments Inc.  
General Partner

Name: \_\_\_\_\_

JAMES A. GOODMAN

Title: Chairman, PLCB

**REQUEST FOR SYSTEM/36  
ACCESS AUTHORIZATION SERVICES  
FOR USE BY  
WAREHOUSE CONTRACTOR**

To : R. Brian Radcliffe, Director  
Bureau of MIS

Date: / /

[ ] NEW AUTHORIZATION

[ ] ACCESS REMOVAL

SYSTEM APPLICATION	COMMENTS
--------------------	----------

[ ] Receipts Menu	_____
[ ] Slot Menu	_____
[ ] Bulk Menu	_____

GENERAL COMMENTS: \_\_\_\_\_

I UNDERSTAND THAT THE USE OF MY PERSONAL SECURITY USER ID NUMBER SIGNIFIES MY SIGNATURE FOR ALL SYSTEM/36 TRANSACTIONS. BY SIGNING THIS FORM I INDICATE MY INTENT THAT MY USER ID BE ACCEPTED AS MY SIGNATURE IN THESE INSTANCES.

EMPLOYEE NAME _____	DATE _____
EMPLOYEE SIGNATURE _____	SS # _____

WAREHOUSE LOCATION    [ ] PHILADELPHIA  
                                  [ ] PITTSBURGH  
                                  [ ] SCRANTON

CONTRACTORS APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

**MIS INTERNAL USE ONLY:**

TRACKING # _____	ENTERED BY _____	DATE _____
APPROVED BY _____		DATE _____
ASSIGNED TO _____	CC # _____	DATE _____
ESTIMATED EFFECTIVE DATE _____	ACTUAL EFFECTIVE DATE _____	

Special Instructions: One form must be completed for each employee. Please place a check mark on the type of service desired and fill in any specific details as requested. Please forward this request to the MIS Directors Office, Room # 213, Pennsylvania Liquor Control Board, NorthWest Office Building, Harrisburg PA 17124.

Your user-id and temporary password will be issued to you within 3 days of receiving your request. Instructions for changing your password will be given at that time.

By signing the request for System/36 access authorization services, you have indicated your intention that your user id be accepted as your signature for all work done by you on the system/s. In other words, you are committing your corporation to a financial commitment with the PLCB, based on data entered by you, into the system, through the System/36 terminal.

APPENDIX Q

EDP INFORMATION

I. Warehousing and Distribution

A. Hardware Currently In Use:

3180-210	D9554	WHSE 4	PIT	132 COL. 36 TERM.	IBM
3180-210	N5291	WHSE 4	PIT	132 COL. 36 TERM.	IBM
3180-210	Q0593	WHSE 4	PIT	132 COL. 36 TERM.	IBM
3180-210	56966	WHSE 4	PIT	132 COL. 36 TERM.	IBM
5224-001	64231	WHSE 4	PIT	PRINTER	
5224-001	64256	WHSE 4	PIT	PRINTER	
5360-B23	25244	WHSE 4	PIT	36 PROCESSOR	
R201C	5113904	WHSE	YOUNGWOOD	MODEM	

B. System Software Currently In Use:

IBM System/36 System Support Program  
IBM System/36 COBOL Compiler  
IBM System/36 RPG II Compiler  
IBM System/36 Utilities  
IBM System/36 POP (Programmer and Operator Productivity)  
IBM System/36 Retrieval/36  
IBM System/36 CAT (Computer Assisted Training)  
IBM System/36 Displaywrite  
IBM System/36 Language Dictionary

C. Application Software Currently in Use:

Receipts and Adjustments to Availability  
Slot or Picking Location  
Inventory Audit System  
Locator System for Bulk Storage  
Printing of Pick Sheets, 142's, Permits, Transfer Orders

II. Sub-Warehouse

A. Hardware Currently In Use:

Two (2) System/36 Terminals  
Two (2) Printers, System/36

B. Future Upgrades:

One (1) PC 386-486 Speed With 100 Meg + Hard Drive  
One (1) Label Printer

APPENDIX R

CONTRACTOR RESPONSIBILITY PROVISIONS

- A. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.
  
- B. If contractor enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts.
  
- C. The contractor agrees that it shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth which results in the suspension or debarment of the contractor.

APPENDIX S:

PROVISIONS FOR COMMONWEALTH CONTRACTS CONCERNING  
THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of **The Americans With Disabilities Act**, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "**General Prohibitions Against Discrimination**," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of **The Americans With Disabilities Act** which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1. above.

APPENDIX TSERB INFORMATION

Genco is committed to maximizing the utilization of Socially/Economically Restricted Businesses (SERBs) in the implementation of the contract that could result from the RFP.

We have examined every area of operations which the Company would be performing under the contract. We identified the types of goods and services which we would need in order to perform those operations. We then sought to obtain the names of SERBs who were qualified to provide those goods and services.

We contacted representatives of various governmental enforcement agencies and others who we thought would be knowledgeable concerning SERBs. The Office of Minority and Women Business Enterprise was asked to provide the names of certified MBE/WBEs. We then contacted officials of each of those MBE/WBEs which were within the necessary geographic area. From those contacts, we are prepared to enter into contracts for janitorial services and trash removal.

In addition to the two (2) services, we intend to continue our efforts to enhance the use of SERBs. This will include additional interviews with those companies provided to us by the Commonwealth. We also will be seeking recommendations from other companies and government officials.

1. A. One SERB would provide janitorial services - cleaning the premises and maintaining our high standard of sanitation.  
B. A second SERB would be providing garbage/trash removal.
2. Both SERBs would be providing services at the warehouse in which the contract would be performed.
3. A. The janitorial service would require three (3) persons normally working eight (8) hours a day, five (5) days a week.  
B. The garbage/trash removal would normally require the removal of two (2) eight (8) yard containers, two (2) times per week. Additional service would be required periodically.
4. Both SERBs were identified on the lists provided by the Commonwealth. They were selected because of their experience and excellent references. In addition, the presentations made to our Company by both were professional and impressive. Also, the charges for the services by both are

APPENDIX T

definitely competitive with the firms now providing us with similar services.

5. A. SERB - Classic Industrial Supply & Service, Inc.  
Certification No. PABECLAS009  
Contact Person - Ruth Byrd-Smith, Vice President  
(412) 371-0660
- B. SERB - R.J. Liberto, Inc.  
Certification No. PAHER.J.002  
Contact Person - Carmella M. Liberto, President  
(412) 793-9500
6. Both SERBs would be compensated in accordance with agreed upon contractual rates.
7. The percent of the estimated dollar value of the contract to the SERBs is 2%.

Commonwealth of Pennsylvania  
Office of Attorney General  
APRIL 27, 1993

Subject: Contract 921020  
GENERAL COMMODITIES WAREHOUSING

To: JAMES M. ENDSLEY  
CHIEF, PROCUREMENT DIVISION  
LIQUOR CONTROL BOARD

From: John A. F. Hall  
Deputy Attorney General  
Review and Advice Section

The above-referenced contract has been approved for form and legality pursuant to the Commonwealth Attorneys Act, 71 P.S. Section 732.101 et seq. This memorandum represents approval of form, the statutory authorization and the constitutionality of the provisions of each document as submitted. No approval or opinion is offered as to the manner of execution if the document was submitted in proposed form. No approval or opinion is offered concerning any document referenced, but not submitted, or any events or other occurrences giving rise to the contract's creation or submission.

JAFH:de

REC'D PL. C.R.  
PROCUREMENT DIV.  
93 APR 27 PM 2:46

# REQUEST FOR APPROVAL TO CONTRACT FOR SERVICES

Governor's Office  
 Special Asst. for Gov't. Operations  
 Room 508, Main Capitol  
 Attention: Dave Bako

FROM: Pa. Liquor Control Board  
 Capital and Boas Streets  
 Room 413  
 Harrisburg, PA 17124-0001

ATTN: James M. Endsley

CONTRACTOR'S NAME AND ADDRESS (USE FOR SOLE SOURCE  
 RENEWALS, EXTENSIONS AND AMENDMENTS)

ORIGINAL CONTRACT WAS  
 (use for renewals, extensions, amendments)

COMPETITIVELY                      SOLE  
 BID   X                                SOURCE \_\_\_\_\_

THIS REQUEST WILL BE

COMPETITIVELY                      SOLE  
 BID   X                                SOURCE \_\_\_\_\_

DATE PREPARED	1/22/93
PROPOSED EFFECTIVE DATE	3/1/93
PROPOSED TERMINATION DATE	2/29/98
PROPOSED CONTRACT NOT TO EXCEED	\$11,745,000.00
PROPOSED AMOUNT ENCUMBERED BY FISCAL YEAR	93 \$ 3,800,000.00
	94 \$ 3,914,000.00
	95 \$ 4,031,000.00

FUND	DEPT.	APP	LDG	BUREAU CODE	MINOR OBJECT	BUREAU NAME
084	026	291	2	8550	310/11	Logistics

**SERVICES REQUESTED**

Provide the Pa. Liquor Control Board warehousing and distribution services for wine and spirits to approximately two hundred sixty-five (265) wine and spirits shoppes in Southwestern and Northwestern Pennsylvania.

JME/ar

**EXPLANATION/JUSTIFICATION**

Act 14 of 1987 reestablished the Liquor Control Board as the sole retailer of wine and spirits in the Commonwealth. In support of this function, the Board operates three warehouses for the storage and distribution of these products to its wine and spirits shoppes. The current contract for these services in Southwestern and Northwestern Pennsylvania expires April 30, 1993 and these services must not lapse.

	DATE
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**FOR OFFICE OF BUDGET/ADMINISTRATION USE ONLY**

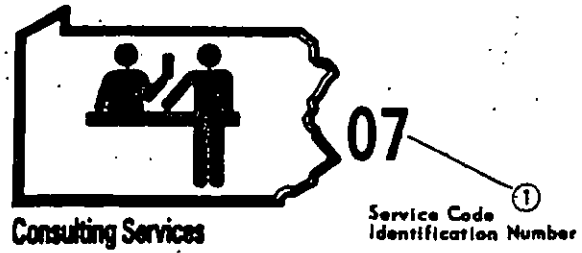
	DATE
2/1/93	

DATE REQUEST PREPARED  
 10/28/92

Please complete (type or write legibly) the following:

DEPARTMENT/AGENCY <b>Liquor Control Board</b>	AGENCY I.D. NUMBER <b>92-10-20</b>	SIGNATURE & TELEPHONE NO. OF PREPARER <i>James M. Endsley</i> (717) 787-9852
--	---------------------------------------	---

**SAMPLE ADVERTISEMENT FORMAT**



**Consulting Services**

Commodity/Supply or Contract Identification No. ②  
**B-54137** - Consultant to provide three 2-day training sessions, covering the principles, concepts, and techniques of performance appraisal and standard setting with emphasis on performance and accountability, with a knowledge of State Government Constraints.

Contract Information ③

Department: General Services ④  
 Location: Harrisburg, Pennsylvania ⑤  
 Duration: 12-1-81 to 12-30-82 ⑥  
 Contact: Procurement Division 787-0000  
 (For Commodities, contact: Vendor Services Section (717) 787-2199 or (717) 783-2903)

Contact ⑦

**REQUIRED DATA DESCRIPTIONS**

- ① Service Code Identification Number: There are currently 70 service and contractual codes. See reverse side for complete listing.
- ② Commodity/Supply or Contract Identification No.: When given number should be referenced when inquiring of contract or Purchase Requisition. If more than one number is given, each number represents an additional contract.
- ③ Contract Information: Additional information for bid preparation must be obtained through the departmental contracting official.
- ④ Department: State department or agency initiating request for advertisement.
- ⑤ Location: Area where contract performance will be executed.
- ⑥ Duration: Time estimate for performance and/or execution of contract.
- ⑦ Contact: (For services) State department or agency where vendor inquiries are to be made.  
 (For commodities) Vendor Services Section (717) 787-2199 or (717) 783-2903

ESTIMATED DOLLAR AMOUNT OF CONTRACT AND/OR PURCHASE REQUISITION

<input type="checkbox"/> A \$ 4,001 - \$10,000	<input type="checkbox"/> D \$100,000 - \$500,000
<input type="checkbox"/> B \$10,001 - \$25,000	<input checked="" type="checkbox"/> E OVER \$500,000
<input type="checkbox"/> C \$25,001 - \$100,000	

PUBLICATION DATE  
 DGS USE ONLY  
**NOV 14 1992**

**IMPORTANT**  
 BID OPENING CANNOT BE HELD UNTIL AFTER THE PUBLICATION DATE. INTERESTED PARTIES SHOULD PLACE AN IMMEDIATE CALL TO THE CONTACT PERSON REQUESTING A PRE-BID PACKAGE.

**YOUR ADVERTISEMENT INFORMATION**

① SERVICE CODE IDENTIFICATION NO. (SELECT FROM LIST ON REVERSE SIDE.) <b>068</b>	② COMMODITY/SUPPLY OR CONTRACT IDENTIFICATION NO. <b>92-10-20</b>
---	--

③ CONTRACT INFORMATION (DESCRIPTION)  
**Provide warehouse and distribution services for Pa. Liquor Control Board wine and spirits to approximately two hundred sixty five (265) wine and liquor shops (stores) in Western, Southwestern and Northwestern Pennsylvania.**

④ DEPARTMENT/AGENCY <b>Liquor Control Board</b>	REMARKS
⑤ LOCATION (WHERE COMMODITY IS TO BE DELIVERED; SERVICE OR CONSTRUCTION TO BE PERFORMED) <b>24 Counties</b>	
<b>Western, Southwestern and Northwestern Pennsylvania</b>	

⑥ DURATION OF CONTRACT AND/OR PURCHASE REQUISITION <b>Five (5) Years</b>	FORWARD REQUEST TO:  Department of General Services Vendor Services Section 609 North Office Building Harrisburg, PA 17125	
⑦ CONTACT (FOR SERVICES) <b>James M. Endsley</b>		TELEPHONE NO. OF CONTACT <b>(717) 787-9851</b>
CONTACT (FOR COMMODITIES) <b>VENDOR SERVICES SECTION</b>		TELEPHONE NO. OF CONTACT <b>(717) 787-2199 or (717) 783-2903</b>

**481-BL-451.4 Montour Wiring Project** The project consists of renovations and upgrade of the electrical distribution and lighting system in Montour Hall. Replace existing fixtures, replacement and addition of distribution panelboards, replace receptacles, circuiting and installation of computer local area network and network receptacles. Work will have to be completed and building returned in a short period of time, specified in specifications. A prebid conference will be held 12/2/92, at 10:0 a.m., in Waller Room 140. Bid packages will be available approximately 11/19/92.—Entech Engineering, (215— 373-8887; at a non-refundable cost of \$45.00 payable to Entech Engineering.

Department: State System of Higher Education  
Location: Bloomsburg University, Bloomsburg, Pa. 17815  
Duration: 8-10 weeks  
Contact: Joseph C. Quinn, (717) 389-4311

**AE-2667R** Replacement of existing water system piping and the installation of new hydropneumatic tank controls and disinfection system; also includes electrical work. This project is a rebid.

Department: Transportation  
Location: Safety Rest Area, Site # 64, I-81 Southbound, Rice Township, Luzerne County  
Duration: 150 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**AE 1896** Remove and dispose of existing gutters and downspouts and replace with new on 6 metal buildings within sign distribution center complex.

Department: Transportation  
Location: Sign Distribution Center, 20th and Hwy Streets, Harrisburg, Pa.  
Duration: 120 calendar days; proposed date for bid: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**AE-2648** Replacement of three (3) overhead doors and two pass doors. Anticipated notice to proceed date: April 15, 1993.

Department: Transportation  
Location: Steward Ave., E. Rochester, Beaver County, Pa.  
Duration: 120 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**AE 2666R** Replacement of existing water system piping and the installation of new hydropneumatic tank controls and disinfection system; also included is the installation of an electrical panelboard and new electrical service from the Rest Area Building to the well pit. This project is a rebid.

Department: Transportation  
Location: Safety Rest Area Site No. 53, on I-81 North Bound, Dorrance Township, Luzerne County  
Duration: 150 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**SPC 1587S3** Repair and test high voltage system at the Bensalem Youth Development Center.

Department: Public Welfare  
Location: Youth Development Center, 3701 Old Trevoose Road, Bensalem, Pa. 19020  
Duration: January, 1993  
Contact: Sharon Maxwell, Purchasing Agent, (215) 953-6406

**AE-1875** Replacement of twenty-eight windows. Anticipated notice to proceed date will be April 1, 1993.

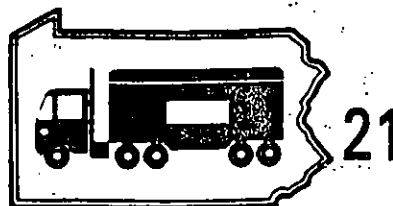
Department: Transportation  
Location: PennDOT Maintenance Building, Waynesburg, Greene Co., Pa.  
Duration: 120 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**AE-1855R** Remove two (2) existing radiators and one (1) unit heater, furnish and install new canopy outside of weld shop, one (1) new unit heater, and one (1) new pass door. This project is a rebid.

Department: Transportation  
Location: County Maintenance Building, Water Street, Kittanning, Armstrong County, Pa.  
Duration: 120 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862

**AE-1528** Replacement of twenty seven (27) existing windows. Anticipated notice to proceed date will be April 16, 1993.

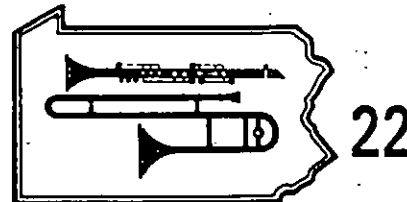
Department: Transportation  
Location: PennDOT District Office Building, 1.5 miles North of Uniontown on old TR 119  
Duration: 120 calendar days; proposed bid date: 12/8/92  
Contact: Nancy Layton, (717) 783-8862



### Moving Services

**186868** Provide transportation for upward bound students attending the 1992-93 and the 1993-94 academic year program from the Lehigh Valley area—Easton, Bethlehem and Allentown. 1/30/93—5/15/93 (13 Saturdays) and 9/25/93—5/14/94 (25 Saturdays), 49 passenger school bus (or equivalent). Following are the designated bus stops: 1) Easton Area High School, Wm. Penn Highway in Easton, 2) YWCA on 7 E. Market St., in Bethlehem, 3) N.E. Middle School, 1110 Fernwood St., in Bethlehem 4) Harrison Morton Middle School, 2nd and Turner Streets, Allentown 5) 8th and Chew Street in Allentown.

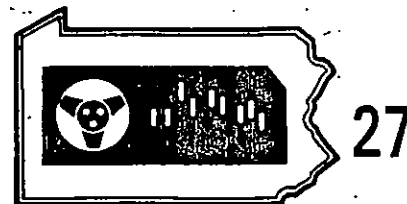
Department: State System of Higher Education  
Location: East Stroudsburg University, East Stroudsburg, Pa. 18301  
Duration: 1/30/93—5/15/93 and 9/25/93—5/14/94  
Contact: William Roth, Purchasing Agent, (717) 424-3203



### Musical Services

**174067** To provide professional disc jockey for evening dances.

Department: Public Welfare  
Location: Harrisburg State Hospital, Cameron and Maclay Street, Harrisburg, Pa. 17106-1300  
Duration: 1/1/93 to 12/31/93  
Contact: Jack W. Heinza, Acting Purchasing Agent, (717) 257-7436



### Data Processing Services

**18281992-PYCLAN** Provide all hardware (cables, PC boards, HUBS, bridges, etc.) and install on Ethernet 10BaseT Local Area Network. Supply and install Novell Net Ware 3.1 on the local area network. Configure and provide initial instruction of the network operating system. All work to be conducted at the Pleasant Gap office complex, Pleasant Gap, Pa. Provide 1 year warranty, on site repairs.

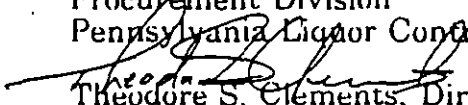
Department: Fish and Boat Commission  
Location: Bureau of Fisheries, Pleasant Gap Office Complex, Pleasant Gap, Centre County, Pa.  
Duration: Approx. February 1, 1993  
Contact: William Frazier, (814) 359-5100

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
MINORITY AND WOMEN BUSINESS ENTERPRISE OFFICE  
MEMORANDUM

DATE: January 11, 1993

SUBJECT: SERB Participation  
RFP# LCB 92-10-20

TO: James M. Endsley, Chief  
Procurement Division  
Pennsylvania Liquor Control Board

FROM:  Theodore S. Clements, Director  
Minority and Women Business  
Enterprise Office

JFG MB

IMMEDIATELY UPON THE AWARD OF THIS CONTRACT, THE NAMES OF THE AWARDEE AND THE SERB TO WHICH IT COMMITTED MUST BE FORWARDED TO THIS OFFICE. FOR SERBS INCLUDE, NAMES AND ADDRESS AND AMOUNT OF COMMITMENT. FOR AWARDEE NAME AND AMOUNT OF AWARD.

Attached is a summary of points awarded to proposers for the criteria, Commitment to Enhance Socially/Economically Restricted Businesses (SERB).

<u>COMPANY</u>	<u>TOTAL POINTS</u>
1. Genco Distribution System	50
2. Shovel Transfer and Storage, Inc.	0
3. DTH Management Group	0
	RFP TOTAL POINTS = 1000
	SERB ALLOWANCE = 75

TSC/JHD/BEM

Attachments

cc: Joseph F. Greenfield

RFP EVALUATION CHECKLIST

DEPARTMENT: Liquor control Board RFP #: LCB 92-10-20  
DESCRIPTION: Warehousing and Distribution Services  
OVERALL RFP POINTS: 1000 SERB POINTS: 75  
CONTACT PERSON: James M. Endsley PHONE: 787-9851  
REVIEWER: John H. Dunlap DATE: Jan. 11, 1993  
PROPOSER'S NAME: Shovel Transfer and Storage, Inc.



Does the company claim SERB status? Yes \_\_\_\_\_ No X  
Does the company claim joint venture with a SERB? Yes \_\_\_\_\_ No X  
Does the company commit to the enhancement of SERBs? Yes \_\_\_\_\_ No X

SERB PARTICIPATION:

Is the company a SERB? Yes \_\_\_\_\_ No X  
Does the proposal reflect a joint venture with a SERB? Yes \_\_\_\_\_ No X  
Does the proposal reflect subcontracting commitments? Yes \_\_\_\_\_ No X

TOTAL 0



This company does not qualify as a SERB or Joint Venture because:

1. The company is not certified by MWBE.
2. The company is not located within a PA Enterprise Zone.
3. The proposal did not reflect MBE / WBE Joint Venture ownership.
4. The firm(s) named in the proposal do not qualify as SERB(s).

NO COMMITMENT TO SERBS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
MINORITY & WOMEN BUSINESS ENTERPRISE OFFICE

3

RFP EVALUATION CHECKLIST

DEPARTMENT: Liquor Control Board RFP #: LCB 92-10-20  
DESCRIPTION: Warehousing and Distribution Services  
OVERALL RFP POINTS: 1000 SERB POINTS: 75  
CONTACT PERSON: James M. Endsley PHONE: 787-9851  
REVIEWER: John H. Dunlap DATE: Jan. 11, 1993  
PROPOSER'S NAME: DTH Management Group



Does the company claim SERB status? Yes \_\_\_\_\_ No X  
Does the company claim joint venture with a SERB? Yes \_\_\_\_\_ No X  
Does the company commit to the enhancement of SERBs? Yes X No \_\_\_\_\_

SERB PARTICIPATION:

Is the company a SERB? Yes \_\_\_\_\_ No X  
Does the proposal reflect a joint venture with a SERB? Yes \_\_\_\_\_ No X  
Does the proposal reflect subcontracting commitments? Yes \_\_\_\_\_ No X

TOTAL 0



This company does not qualify as a SERB or Joint Venture because:

1. The company is not certified by MWBEO.
2. The company is not located within a PA Enterprise Zone.
3. The proposal did not reflect MBE / WBE Joint Venture ownership.
4. The firm(s) named in the proposal do not qualify as SERB(s).

PROPOSER COMMITS TO SUBCONTRACTING A VALUE TO TWO SERBS. NEITHER IS  
CERTIFIED WITH MWBEO AT THIS TIME.

CONTRACTOR RESPONSIBILITY DETERMINATION

Contract No.: 911020

Contractor: General Commodities  
Warehouse + Distributing  
Company, L.P.

Federal ID: 25-1673288

CONTRACTOR RESPONSIBILITY FILE

Date Accessed: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FINAL DETERMINATION/SIGNATURES

Recommendations/Certification:

I have utilized the necessary resources to determine this contractor:

\_\_\_\_\_ Is Responsible  
\_\_\_\_\_ Is Not Responsible

According to the definition in Management Directive 215.9.

\_\_\_\_\_ This proposed contractor is eligible for award as a responsible contractor.

\_\_\_\_\_ This proposed contractor is not eligible for award as a responsible contractor  
(SEE ATTACHED)

\_\_\_\_\_  
Purchasing Agent                      Date

J. [Signature] 7/11/00  
\_\_\_\_\_  
Designated Senior Manager                      Date

# CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we General Commodities Warehouse & Distributing Co., L.P. 499 Nixon Road, Cheseick, PA 15024, Principal, and Continental Casualty Company, Surety, are held and firmly bound unto Commonwealth of Pennsylvania Liquor Control Board, Procurement Division, Room 413 Northwest Office, Harrisburg PA 17124, Obligee, in the sum of One Million and 00/100-----

Dollars (\$1,000,000.00 )

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated for

Warehouse & Distribution Service Proposal 92-10-20  
for the term of May 1, 1993 to April 30, 1994

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.


Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

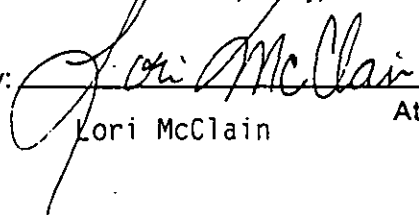
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee. \*

Signed, sealed, and dated

April 6, 1993

General Commodities Warehouse  
& Distributing Co., L.P.  
(Principal)

By:  (Seal)  
President  
Shear Investment, Inc. General Partner  
Continental Casualty Company  
(Surety)

By:  (Seal)  
Lori McClain  
Attorney-in-Fact

\*Provided, however, such bond notwithstanding anything in the contract or specifications to the contrary, shall be for a period of one year, renewable solely at the option of the Surety by Continuation Certificate. Failure to renew such bond shall not be construed as a default under this bond.

G-105578-A

**CNA**

For All the Commitments You Make



For All the Commitments You Make

AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Richard A. Kochenbach, Daniel T. Humphries, Jamie L. Stanizzo, Lori McClain, Barbara S. Heeter, Individually

of Pittsburgh, Pennsylvania

Its true and lawful Attorney-in-fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by writtencertificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of March, 1993.

CONTINENTAL CASUALTY COMPANY

State of Illinois } ss
County of Cook }



J. E. Purtell

Vice President.

On this 16th day of March, 1993, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey
Notary Public.

My Commission Expires October 19, 1994

CERTIFICATE

I, George R. Hobaugh, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 6th day of April, 1993.



George R. Hobaugh

Assistant Secretary

This is to Certify that



**GENERAL COMMODITIES WAREHOUSE AND  
DISTRIBUTING COMPANY LP.  
499 NIXON ROAD  
CHESWICK PA 15024**

Name and  
address of  
Insured.

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY		CERT. EXP. DATE*	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS' COMPENSATION		3/15/94	WA1-18D-048447-013	COVERAGE AFFORDED UNDER W.C. LAW OF THE FOLLOWING STATES: <b>PA, FL, GA, IN, NC</b>	
				EMPLOYER'S LIABILITY Bodily Injury By Accident <b>\$100,000</b> Ea. Acc.	
				Bodily Injury By Disease <b>\$500,000</b> Pol. Limit	
				Bodily Injury By Disease <b>\$100,000</b> Ea. Person	
COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS MADE RETRO DATE  <input type="checkbox"/> OCCURRENCE  SPECIAL/EXCL. ENDORSEMENTS			General Aggregate-Other than Products/Completed Operations	
				Products/Completed Operations Aggregate	
				Bodily Injury and Property Damage Liability per occurrence	
				Personal and Advertising Injury per person/organization	
				Other	
AUTO LIABILITY	<input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED			Each Accident - Single Limit - B.I and P.D. Combined	
				Each Person	
				Each Accident or Occurrence	Each Accident or Occurrence
OTHER	WA POLICY - \$500,000 DEDUCTIBLE PER OCCURRENCE APPLICABLE TO PART I WORKERS COMPENSATION AND PART II EMPLOYERS LIABILITY. OTHER STATES INSURANCE EXCLUDED UNDER PART III				
LOCATION(S) OF OPERATIONS & JOB # (If Applicable)			DESCRIPTION OF OPERATIONS:		

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

**SPECIAL NOTICE - OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE OF CANCELLATION:** THE COMPANY WILL NOT TERMINATE OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNLESS \_\_\_ DAYS NOTICE OF SUCH TERMINATION OR REDUCTION HAS BEEN MAILED TO:

CERTIFICATE HOLDER  
**PA LIQUOR CONTROL BOARD  
 BUREAU OF SUPPORT SERVICES  
 PROCUREMENT DIVISION  
 ROOM 413  
 NORTHWEST OFFICE BUILDING  
 HARRISBURG PA 17124-0001**

*Deborah J. Leonetti*  
 AUTHORIZED REPRESENTATIVE  
**3/26/93 cao**      **PITTSBURGH, PA**  
 DATE ISSUED      OFFICE

# ACORD. CERTIFICATE OF INSURANCE

CSR C2 ISSUE DATE (MM/DD/YY)  
GENCO50 03/26/93

PRODUCER  
Hilb, Rogal and Hamilton Co.  
of Pittsburgh, Inc.  
333 Forbes Ave., Warner Centre  
Pittsburgh PA 15222

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE  
POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

412-281-3353

INSURED

Genco Investments, Inc.  
General Commodities Warehouse  
and Distributing Co., LP  
499 Nixon Road  
Cheswick PA 15024-4307

COMPANY LETTER **A** Zurich Insurance Co  
COMPANY LETTER **B** National Flood Insurance Prog  
COMPANY LETTER **C**  
COMPANY LETTER **D**  
COMPANY LETTER **E**

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				
A X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	CP0148127505	10/01/92	10/01/93	GENERAL AGGREGATE \$ 2000000 PRODUCTS-COMP/OP AGG. \$ 1000000 PERSONAL & ADV. INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED. EXPENSE (Any one person) \$ 5000
	<b>AUTOMOBILE LIABILITY</b>				
A X	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	TRK148127604	10/01/92	10/01/93	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b>				
A X	UMBRELLA FORM OTHER THAN UMBRELLA FORM	CC148127704	10/01/92	10/01/93	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE—POLICY LIMIT \$ DISEASE—EACH EMPLOYEE \$
	<b>OTHER</b>				
B	FLOOD-CONTENTS COV	FL2031939099	07/20/92	07/20/93	\$5000 DED \$300000
A	PERS PROP OF OTHER	CP0148127505	10/01/92	10/01/93	SPECIAL \$100000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL INSURED - PA Liquor Control Board

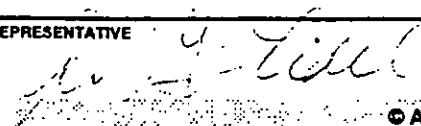
## CERTIFICATE HOLDER

PA Liquor Control Board  
Bureau of Support Services  
Procurement Division - Rm 413  
Northwest Office Building  
Harrisburg PA 17124-0001

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CC: EKV-U  
 JRB  
 DSM  
 CGG  
 FP  
 LOC CORR

PITTSBURGH DISTRICT OFFICE  
 One Mezzanine  
 Seven Parkway Center  
 875 Greentree RD  
 Pittsburgh, PA 15220  
 Tel: (412) 922-6440  
 Fax: (412) 922-7617



INDUSTRIAL RISK INSURERS

September 16, 1992

Mr. Casey Casali  
 Safety Director  
 J.S. Karlton Management Company, Inc.  
 P.O. Box 288  
 Indianola, PA 15051

Glenshaw Glass Company  
 Prem: Papercraft Park  
 O'Hara Twp., PA  
IRI LOC ID: 707002/765974

FIRE PUMP TEST RESULTS

Dear Casey:

During my recent visit to the above captioned location I witnessed flow tests on the facilities 1500 gpm @125 psi rated electric motor driven fire pump and test on the city water supply for this complex.

The tests were conducted by Mr. Gary Kaintz, Facilities Manager for J.S. Karlton. Test results and comments are provided below.

CITY WATER SUPPLY

Supply Description	Flow	Flow Loc.	Static	Residual	Residual Loc.
1-10" conn. to 12" PWM in N. Fairview Avenue.			Individual connections were not tested.		
1-10" conn. to 12" PWM in 3rd Street					
Both combined	710 gpm	pump house	110	83	pump house

FIRE PUMP SUPPLY: 1500 gpm @125 psi electric motor driven fire pump taking suction from a 250,000 gallon suction tank.

No. of Hose Streams	Flow	Discharge Pressure	Suction Pressure	Net Pressure	RPMS
0	0	158	3	155	1770
1-2 1/2" no hose	1010	135	2	133	1770
2-2 1/2" no hose	1540	128	2	126	1770

*This review was made for property insurance purposes only. It shall not be construed as indicating the existence or availability of coverage under any policy for any property or type of loss or damage. The information contained herein is not meant to imply that every possible hazard has been identified, or that no other hazards exist. IRI specifically disclaims any warranty, or representation that compliance with any advice contained herein will make any premises or operations safe or healthful, or in compliance with any law, rule, or regulation.*

Mr. Casey Casali  
Safety Director  
J.S. Karlton Mgmt. Company, Inc.  
P.O. Box 288  
Indianola, PA 15051

- 2 - Glenshaw Glass  
O'Hara Twp., PA  
LOC ID: 707002/765974

The pump performed satisfactorily and the city water tests results were slightly better than past results.

There is one item concerning the fire pump installation of which I would like to address. The city water fill line for the 250,000 gallon suction tank should be repiped to the suction side of the fire pump. Under the existing arrangement when the fill line is opened to fill the suction tank the water runs back through the pump reversing its direction. This could cause problems to the pump if large flows are generated.

If you have any questions or comments please feel free to contact me at the Pittsburgh office.

Sincerely,

*D.S. Miller for G.*

D.S. Miller  
Loss Prevention Consultant

DSM/jlm

cc: Alexander & Alexander, Inc.  
535 Smithfield Street  
Pittsburgh, PA 15222

Mr. Gary Kaintz  
Facilities Manager  
J.S. Karlton Management Company  
Papercraft Park  
North Fairview Street  
O'Hara Twp., PA 15238



NATIONAL FLOOD INSURANCE PROGRAM

P.O. Box 619  
Lanham, MD 20703  
1-800-638-6621  
00694

POLICY REVISION DECLARATION  
REVISED BY ENDORSEMENT 04/02/93  
POLICY NUMBER FL2-0319-3909-9

POLICY TERM IS FROM 07/20/92 TO 07/20/93  
12:01 A.M. TIME AT THE INSURED  
PROPERTY LOCATION.  
PAYOR IS: INSURED

LENDER'S NAME AND ADDRESS

PA LIQUOR CONTROL BOARD  
BUREAU OF SUPPORT SVCS PROCURE  
MENT DIV RM 413 NW OFC BLDG  
HARRISBURG PA 17124

INSURED'S NAME AND ADDRESS

GENCO INV INC  
GENERAL COMMODITIES WAREHOUSE  
499 NIXON RD  
CHESWICK PA 15024

TELEPHONE (412) 772-3100

AMOUNT OF COVERAGE-- BUILDING: \$0 - CONTENTS: \$300,000  
DEDUCTIBLE AMOUNTS-- BUILDING: \$0 - CONTENTS: \$5,000

DESCRIPTION OF BUILDING AND CONTENTS

BUILDING: TWO FLOORS WITH NO BASEMENT  
NON-RESIDENTIAL SMALL BUSINESS  
CONTENTS: NON-RESIDENTIAL CONTENTS LOCATED  
ON FIRST FLOOR ONLY

RATING DATA

COMMUNITY AREA: O'HARA, TOWNSHIP OF COMMUNITY NUMBER: 42 1088 B  
REGULAR PROGRAM- ZONE A15  
BUILDING WAS CONSTRUCTED OR SUBSTANTIALLY IMPROVED PRIOR TO 07/02/80

BUILDING AND CONTENTS COVERAGE IN FORCE

***** BASIC *****		***** ADDITIONAL *****		TOTAL
COVERAGE	PREMIUM	COVERAGE	PREMIUM	PREMIUM
0	\$0	0	\$0	\$0
115,000	\$1,495	185,000	\$463	\$1,958
		(25.0%) DEDUCTIBLE DISCOUNT:	-	\$490
		EXPENSE CONSTANT/FEDERAL POLICY FEE:		+70
<u>PROPERTY ADDRESS</u>		TOTAL ANNUALIZED PREMIUM:		<u>\$1,538</u>

PAPERCRAFT PK  
FOOT OF NORTH FAIRVIEW ST  
OHARA TWSHP PA 15238

PREVIOUSLY PAID PREMIUM: \$1,538  
PREMIUM ADJUSTMENT (NONE):  
TOTAL ONE YEAR PREMIUM PAID: \$1,538

AGENT'S NAME AND ADDRESS  
HILB ROGAL AND HAMILTON OF  
PITTSBURGH INC  
333 FORBES AVENUE  
PITTSBURGH PA 15222  
TELEPHONE (412) 281-3353

(1)

COMMONWEALTH OF PENNSYLVANIA  
MINORITY & WOMEN BUSINESS ENTERPRISE OFFICE

RFP EVALUATION CHECKLIST

DEPARTMENT: Liquor Control Board RFP #: LCB 92-10-20  
DESCRIPTION: Warehousing and Distribution Services  
OVERALL RFP POINTS: 1000 SERB POINTS: 75  
CONTACT PERSON: James M. Endsley PHONE: 787-9851  
REVIEWER: John H. Dunlap DATE: Jan. 11, 1993  
PROPOSER'S NAME: Genco Distribution System



Does the company claim SERB status?	Yes	_____	No	<u>X</u>
Does the company claim joint venture with a SERB?	Yes	_____	No	<u>X</u>
Does the company commit to the enhancement of SERBs?	Yes	<u>X</u>	No	_____

SERB PARTICIPATION:

Is the company a SERB?	Yes	_____	No	<u>X</u>
Does the proposal reflect a joint venture with a SERB?	Yes	_____	No	<u>X</u>
Does the proposal reflect subcontracting commitments?	Yes	<u>X</u>	No	_____

TOTAL 50



This company does not qualify as a SERB or Joint Venture because:

1. The company is not certified by MWBE.
2. The company is not located within a PA Enterprise Zone.
3. The proposal did not reflect MBE / WBE Joint Venture ownership.
4. The firm(s) named in the proposal do not qualify as SERB(s).

PROPOSER COMMITS TO SUBCONTRACTS TO A CERTIFIED MBE AND A CERTIFIED WBE  
AND NAMES A PERCENTAGE.

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COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

July 26, 1994

IN REPLY PLEASE  
REFER TO OUR FILE

JOHN A PILLAR  
ATTORNEY AT LAW  
SUITE 700 312 BOULEVARD OF THE ALLIES  
PITTSBURGH PA 15222

In re: A-00111142, F. 2 - Application of General Commodities  
Warehouse & Distributing Company, L.P.

Dear Mr. Pillar:

We have received the bilateral contract submitted in compliance with  
the Commission's order adopted at the public meeting of March 24, 1994.

A review of the contract finds that it is acceptable for filing.

PLEASE NOTE: Acceptance of this contract does not constitute  
permission to begin operation. Carriers may begin to operate only after  
notification from , or issuance of the permit by the Secretary's Bureau.

Very truly yours,

Gale E. Travitz  
Technical Review Section  
Bureau of Transportation

cc: E. Ditzler  
Tariff Section  
Document Folder

GET:lg

DOCUMENT  
FOLDER

DOCKETED  
JUL 26 1994