

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LIQUOR COMMISSION  
BUYER/DEVELOPER FOR HAMPTON LIQUOR  
PROPERTIES RFP 2024-001**

RESPONSE TO BUYER/DEVELOPER INQUIRIES – APRIL 17, 2024

Inquiry No.	Page No.	Section No.	Inquiry	Reserved for Response
1	5	1.2	<p>Please confirm NHLC will retain only two 22,000 SF parcels and the deed for the balance of the sites will be transferred to the successful respondent.</p> <p>Would the NHLC consider larger parcels (i.e., greater than 22,000 SF) to accommodate loading docks access, sidewalks, etc.?</p> <p>How would NHLC envision any future expansion of their facilities?</p>	<p>Confirmed. Additionally, the NHLC will retain ownership of the ramps from I-95 to the sites.</p> <p>Yes, the NHLC is willing to consider larger parcels. However, it is the preference of the NHLC for a 22,000 SF pad site for the liquor stores.</p> <p>Not known at this time. If yes, any expansion would be addressed through the Master Development Agreement (MDA).</p>
2	5	1.2	<p>Will there be a formal subdivision of the Liquor Outlet building and property or will this be a separate condominium ownership? Will there be requisite road frontage, minimum land areas, setback separation from property lines specific to the municipal zoning code, etc. How does NHLC anticipate this separate retained legal ownership?</p>	<p>NHLC requires ownership of its new retail outlets and at least the land footprints associated with the buildings. NHLC will consider traditional or condominium forms of subdivision, provided NHLC owns its land/condominium unit. Frontage, lot sizing, setbacks, and coverage would need to comply with local zoning or be the subject of successful variance applications.</p>
3	6	1.2	<p>Is the NHLC or any state agency able to give commitments in respect of maintained access to the land from the highway?</p>	<p>No. However, it is the intent of the NHLC to maintain access to the properties at all times.</p>
4	6	1.2	<p>FHWA and NHDOT has control and jurisdiction over the ramps accessing I-95. Who will have responsibility for the future maintenance including paving, snow removal, salt and landscape of these highway on/off ramps?</p>	<p>NHDOT.</p>

5	6	1.2	Is it possible for the cost of snow removal inside the sites to be completed by NHDOT, it will be more cost effective than having it a responsibility of the Buyer/Developer.	No.
6	6	1.2	The RFP indicates that " <i>Transfer of title to the surplus property will occur after construction of the facilities is complete, accepted, and fully operational.</i> " How does that work with Buyer/Developer securing financing and title insurance if Buyer/Developer doesn't have title before construction ensues?	Section 1.2, sixth bullet of the RFP has been revised to read " <i>Transfer of title to the surplus property will occur after execution of the Purchase and Sale agreement and the separate Master Development Agreement. In the event the NHLC decides to construct its own facilities, construction phasing, coordination, and schedule will be addressed in the Master Development Agreement.</i> "
7	7	1.2	Please advise if there are any zoning requirements such as height restrictions or height/area ratios.	Buyer/Developers should review the Town of Hampton zoning requirements to determine any particular restrictions or requirements.

8	7	1.2	<p>In reviewing the Town of Hampton zoning codes, both northbound and southbound properties are located in the General (G) zone, the Wetlands Conservation District (WCO), the Telecommunications District and the Interstate Corridor Overlay District.</p> <ul style="list-style-type: none"> <li>• It appears that dimensional requirements in the General G zone would not permit the aforementioned subdivision. If NHLC proposes a formal subdivision, how will that be accomplished in a General G zone where a subdivision split seemingly cannot meet the frontage, land area or other subdivision control requirements.</li> <li>• It also appears that in the use requirements under 3.26 in a General G zone, filling station for the sale of gasoline, diesel oil, electricity or other alternative fuels is a prohibited use in that zone. However, in the Interstate Corridor Overlay District, it seems that passenger vehicle filling stations, electric vehicle charging stations as well as other uses would be permitted as a matter of right. It doesn't seem that diesel truck fueling stations are allowed in either the General G or in the Interstate Corridor Overlay District. When the Interstate Corridor Overlay District was established, was it NHLC and Town of Hampton's intention to specifically prohibit truck fueling at these locations? Should a Buyer / Developer decide to file, would such a ZBA application require a "use" variance, and if so, what reception might an applicant expect?</li> </ul>	<p>Applicants are responsible for compliance with local zoning and dimensional requirements. Applicants can seek variances from the Hampton ZBA for relief on particular restrictions. The uses allowed in the Interstate Corridor Overlay District (ICOD) will control, and no use variances from uses allowed in the ICOD will be required.</p>
9	9	1.5	<p>Does the NHLC have an estimate or a budgetary line item for the construction costs of the two new liquor stores?</p>	<p>The current capital appropriation is \$26,830,000 as identified on Page 53 of the RFP.</p>
10	10	1.8	<p>Please advise if the 90 day schedule timeframe is sufficient time to receive zoning approval. Do NHLC also need to approve the zoning submissions, prior to submission, in the 90 day period? Is there an already established fast track setup with</p>	<p>Applicants are expected to follow the standard track for municipal land use approvals. Put differently, there is no arrangement with the Town of Hampton</p>

			the town with regard to the filing of, and approval for, these two developments?	that provides for different or special handling of applications relating to this project.  Buyer/Developers should identify their anticipated schedule and all associated activities in Appendix A, Form 4.
11	26	5	Please provide the Environmental information for the sites – including Phase 1/Phase 2 reports, asbestos data & soil classification.	This has been provided with the Phase 1A, IB and II reports.
12	41	B-1 Topic 8	Does NHLC require the current 100 parking spaces to be required in the new development, and is this inclusive of both NHCL staff and customer parking requirements, or are there a specific customer parking ratio requirements for the new NHCL store	The 100 spaces are only required during construction and includes employee parking. Buyer/Developer shall determine the number of spaces based on current Town of Hampton Zoning.
13	41	B-1 Topic 9	Are the NHLC branding standards memorialized in a set of documents? If so, could the NHLC provide this documentation.	This will be addressed in both the MDA and NHLC construction documents.
14	50	C-9	Please confirm that NHLC stores are responsible for their respective building insurance on their two stores.	Confirmed.
15	52	C-10	The RFP indicates that both north and southbound sides are served by connections to the Town of North Hampton sanitary sewer system. Can the existing sewer pipe diameters and any current sewer discharge allowance by the Town of North Hampton for each side be provided?	The NHLC is aware that the Town of Hampton is responsible for the sanitary sewer system that serves these properties.  NHLC does not have information relating to this system.
16	52	C-10	Please advise if there are any grading and drainage systems on site or that are required, including any subsurface structures such as seepage/detention tanks/attenuation systems.	NHLC has limited information regarding the existing systems and does not make any representation as to its accuracy. However, it is identified in the RFP that all systems will be replaced and do not need to be preserved.

17	52	C-10	The RFP indicates that both north and southbound sides are served by on-site water wells. Are all these wells currently considered public water source wells (PWS) per NH State water quality standards? The survey data provided illustrates how many drilled wells exist at each location. Are there any existing well water yield tests available for each well? Is there any current well water quality analytics available for these existing wells?	These wells serve the Hampton Liquor properties only.  No yield test or water quality information is available.
18	52	C-10	It appears water mains were stubbed for future connection to the municipal water system. Have there been any negotiations/discussions with the Town about connecting to their system?	No.
19	52	C-10	What are the gallons per minute (GPM) production of the water wells	Not known.
20	52	C-10	Please provide the existing electric power supply specifications to each location to assess current service capabilities? <ul style="list-style-type: none"> <li>• Existing sewer storm</li> <li>• Existing sewer sanitary</li> <li>• Water</li> <li>• Gas</li> <li>• Electrical / Power</li> <li>• Telephone</li> <li>• Fiber optic/data</li> </ul>	NHLC has limited information regarding the existing systems and does not make any representation as to its accuracy.
21	52	C-10	Please provide a description/specification of the Architectural, MEP, Low Voltage, Finishes and FFE related to the NHLC Liquor stores at both sites.	NHLC has limited information regarding the existing systems and does not make any representation as to its accuracy.  The NHLC has provided plans and specifications for the Portsmouth Liquor and Wine outlet as an example of the requires for the future stores.
22	59	C-13	Do the sites have a history of having power outages, and if so how regular do they occur?	The NHLC does not maintain records of power outages.
23	59	C-13	Please advise if the liquor stores will require a separate emergency generator or if one generator is required for the combined development on each site? Who will be responsibility for ongoing generator maintenance?	The NHLC requires a dedicated generator for each liquor store. Maintenance and fueling of this generator will be the responsibility of the NHLC.

24	62	C-14	Please detail the potential conflicts the Authority anticipates in 'Areas Concepts and Services'. Please also provide further clarity as to what the Authority intends for the Buyer/Developer to provide.	The potential conflicts include conflicts that may exist between NHLC branding and marketing requirements as compared to franchise requirements.
25			Please provide an update for NHLC Streetlight Data for Daily Runs, Origin Destination, and Peak Hour Data. The April 2021 version was issued with the RFQ.	No new or updated data has been gathered.
26			Please advise if Union / Prevailing wage will be a requirement	Unknown at this time.
27			Please advise if there will be any MWBE (Minority Contractor) goals/requirements for the Project.	None required. However, the NHLC encourages the use of Minority Contractors.
28			Please advise the NHLC position if the town of North Hampton denies the Buyer / Developer application for zoning approvals.	Applicants are expected to follow the standard track for Town of Hampton municipal land use approvals.
29			NHLC note that they retain responsibility for anything for which they are already liable – what does this existing liability entail?	The NHLC will remain responsible for the operation and maintenance of its liquor stores once possession is tendered post-construction
30			Please provide the Geotechnical information including borings and bearing capacity for these locations.	None available.
31			The existing sites are 10-12 feet higher than the surrounding topography. Was fill imported to improve visibility, to dispose of spoils from off-site projects, or to address geotechnical concerns (i.e. groundwater, soil conditions/settlement)?	Not known.
32			Please provide topographical survey to include FFL of structures, top of curbs and roadway elevations.	Existing survey data in CADD format is available upon request using the Hampton RFP email.
33			Please provide the Architectural, Structural and Foundation drawings for the existing structures.	NHLC has limited information regarding the existing systems and does not make any representation as to its accuracy.
34			Please provide the 100 and 500-year floodplains, or please add these to the Existing Conditions Plans.	Will not be provided. Buyer/Developer should gather and review this information as part of their design.

35			On the northbound property, there is a dense tree line within the I-95 ROW between the east side of I-95 and the west side of this subject northbound property that obscures visibility of the development. Is NHLC aware of any flexibility with NHDOT with either removing or perhaps thinning this tree growth in this area? The affected tree line area would be to the outside of the conservation easement and outside of the flagged wetland perimeter but is certainly within the buffer of the Taylor River	Buyer/Developer would need to coordinate directly with NHDOT on this request.
36			Please advise if there are any permanent fencing requirements for the proposed sites.	The NHLC does not require fencing.
37			<p>Please advise if Vendor/Brand signage can be used on the exterior of the building and along the I-95 Roadways.</p> <ul style="list-style-type: none"> <li>• Please confirm that no cantilevered roadway signage will be required.</li> <li>• Please confirm whether I-95 turnpike signage is permitted and if so, is there any specification as to location, number of sizing of such signs that can be provided? If such signage is allowed, subject to NHLC and NHDOT approval, does the Buyer / Developer install or because these sign installations would be within the NHDOT ROW, DOT would need to install?</li> </ul>	<p>The Buyer/Developer shall be subject to Town of Hampton zoning requirements for signage within the properties.</p> <p>Buyer/Developer shall be subject to logo sign allowances and requirements on the Interstate as outlined by the NHDOT.</p>
38			Please advise if there are any cable providers or any other provider of service to the buildings that would require permission for removal prior to demolition.	Currently, only fiber optic and traditional communication lines serve the existing buildings.
39			Is the buyer permitted to sell beer and permitted alcohol in a convenience store?	The Buyer/Developer will need to secure any necessary licenses for the sale of these products.
40			Does NHLC plan to sell anything other than liquor in the liquor stores?	The NHLC will operate these stores consistent with its brand throughout the other stores in the State.

41			The RFP indicates that NHLC will be responsible for all interior Liquor Outlet maintenance. The Buyer/Developer will be responsible for all other “exterior maintenance” cost, including 100% of the common area site maintenance cost, except if the Liquor Outlet is a free-standing building. Does this mean that if the Liquor Outlet is built inline and attached to the Buyer/Developers building, the Buyer/Developer will then be responsible for all of the future exterior maintenance of the Liquor Outlet buildings, including Liquor Outlet structure, its glass, exterior wall treatment, roofing, electrical and lighting maintenance for the exterior of the NHLC buildings?	Yes.
42	5	1.2	The RFQ and RFP documents both indicate presence of sanitary sewer service at NB and SB sites. The minutes of the 1/5/2022 Hampton Planning Board meeting includes a statement “The west side is without sewer service.” Please confirm the SB (west side) currently has sewer service	The NHLC is aware that the Town of Hampton is responsible for the sanitary sewer system that serves these properties.  NHLC does not have information relating to this system.
43	5	1.2	Has there been an evaluation of the existing infrastructure to accommodate the new development (ie sewer capacity), or will the developer need to coordinate with the Town of Hampton and utility providers during the course of entitlements?	No. Buyer/Developer will need to coordinate with the Town of Hampton.
44	6	1.2	Is the payment/performance bond included in NHLC budget?	No.
45	6	1.2	Will NHLC allow changes in ramp(s) geometry/alignments for proposed developments?	Any proposed changes in the ramp geometry and alignment would need to be approved by FHWA and NHDOT. NHLC does not have any jurisdiction on this topic.
46	7	1.2	If securing use or dimensional variances from Town of Hampton are required, 90 day permitting period may not be sufficient. Will additional permit time be allowed?	Applicants are expected to follow the standard track for municipal land use approvals. Put differently, there is no arrangement with the Town of Hampton that provides for different or special handling of applications relating to this project.



				Buyer/Developers should identify their anticipated schedule and all associated activities in Appendix A, Form 4.
47	10, 36	1.8, Form 4	Section 1.8 states the commencement of the work should commence immediately after approval from the Governor but contradicts Page 36, Form 4. Please clarify.	As provided in the RFP, the Buyer/Developer should identify a schedule of substantial completion time from official NTP which is award by Governor and Executive Council.
48	10	1.8	Have long lead time items such as electrical transformers & switchgears been factored into the NHLC preferred schedule? Has the NHLC received commitment from the electric service provider that they will provide delivery of such items in order to meet the desired project timeline?	No.
49	10	1.8	Proposed schedule allows 90 days to obtain Town of Hampton approvals but does not address State approval. NHDOT and NHDES permits may require longer permitting time. Substantial completion dates should be based upon all local and state approvals.	NHLC anticipates that Applicants will pursue State permits in parallel with municipal approvals.  Buyer/Developers should identify their anticipated schedule and all associated activities in Appendix A, Form 4.
50	26	5	The NHLC Easement Stewardship Plan identifies invasive species management, however, does not go into great detail. Is the operator expected to manage and remove invasive species for the entire parcel and conservation areas?	No. This is the responsibility of the Town of Hampton.
51	40	B-1	It is anticipated that building design plans and elevations for a structure housing both the 22,000 square foot liquor and wine outlet and a welcome center with relevant services will not fit on a 22" x 34" sheet at 1/8" scale. May respondents provide overall reference plans at scales smaller than 1/8" along with enlarged partial plans at the requested 1/8" scale? Or may respondents provide building drawings at scales smaller than the requested 1/8" provided the plans and all relevant features of the proposal are legible?	Yes. Plans at a scale smaller than 1/8" will be allowed. Scale size should be maximized to the extent possible.

52	51	C-10	Please provide delivery truck route or detail of delivery operations for each of the existing facilities so this can be factored into construction phasing approaches required to keep the existing facilities in operation during construction.	These details will be determined based upon Buyer/Developers proposed construction schedule and phasing and will be addressed in the MDA.
53	51	C-10	Are the employee parking spaces included in the 100 spaces to remain during construction or are additional employee spaces needed?	Yes.
54	51	C-10	Are there access points within each property that need to be maintained during construction or in perpetuity (ie, the spur road on the northbound property)	All existing access points shall be maintained during and following construction.
55	53	C-10	How much is retainage for construction of the Outlets?	Retainage will be determined by NHDPW.
56	54	C-10	Please provide previous years sales data to calculate cost per diem of 110% gross profit per Outlet.	Total previous year sales for each location is as follows:  Store #76 NB - \$26,788,368.  Store #73 SB - \$19,915,085.
57	55	C-11	Would NHLC provide a tour of the Portsmouth Circle Outlet?	Yes. A tour of the Portsmouth Circle Outlet will be conducted on Tuesday, April 23, 2024 at 8:30 am.
58	57	C-12	Is there a period available for due diligence and site investigation or are we solely relying on existing reports?	Buyer/Developer may conduct their own site investigations and due diligence. Please contact the NHLC via the RFP email to advise of any site visits.
59	63	C-14	Is NHLC requiring the term "Welcome Center" be included on NB and/or SB signage? On the NB side, the site is preceded by Seabrook rest area identified as "Welcome Center" approximately 4 miles to the south.	No.  Additionally, the RFP has been revised to replace "Welcome Center" with "Service Areas."
60	71	C-21	Will NHLC carry its own property and liability insurance for its Outlets?	Yes.
61	64	C-14	Does the NHLC desire the new liquor stores maintain a separate well and water connection for the store functions?	No preference.

62	6	1.2	Please confirm the NHLC is reimbursing the Buyer/Developer for all soft and hard costs relating to the design and construction of the new liquor stores	Yes.
63	6	1.2	Is the revenue the NHLC is looking to generate from fuel and eclectic vehicle revenue being held in a sperate fund that limits its use to ramp maintenance? If so is the fund being capped and replenished by the Buyer/Developer only when funds are used for actual ramp maintenance?	No.
64	8	1.3	Can the NHLC share a draft purchase and sales agreement for this transaction?	It is anticipated that a New Hampshire Commercial Investment Board of Realtors P&S agreement would be used in conjunction with the MDA.
65	21	VIII	Please confirm that deposits will be refunded to parties not selected as Buyer-Developer? Please confirm deposits will be returned to the selected Buyer/Developer should the MDA not be executed for any reason other than a Buyer/Developer default	Deposits are non-refundable as outlined in the RFP.
66	13	3.1	Should the transmittal letter be included in the bound proposal package or should the transmittal letter be submitted separately.	Included with the bound proposal package.
67	53	C-10	Please confirm the estimated construction cost cap of \$26,830,000 will be adjusted due to any change orders the NHLC directs that affect the project cost.	This value will not be adjusted unless directed by NHDAS.
68	54	C-10	Please confirm the substantial completion timeline will be extended related to change orders directed by the NHLC that affect the overall project schedule or delays that occur due to the NHLC not responding timely to Design Deliverables Review	The NHLC will work with the Buyer/Developer to meet the identified schedule if any changes are proposed.
69	57	c-12	Is the NHLC aware of any contamination at either the Northbound or Southbound locations? If so please provide all communication and documents related to such contamination	None known.
70	57	C-12	This section suggest the Buyer/Developer shall be responsible for pre- existing they are already legally liable for. - Please confirm this should state the NHLC is responsible for those pre-existing conditions which they are already legally liable for	Paragraph 2 of Section C-12 of the RFP now reads "The Buyer/Developer shall not be liable for pre-existing conditions" with all remaining words stricken.
71	57	c-12	What pre-existing conditions exist that the NHLC is aware of? What pre- existing conditions exists the NHLC is legally liable for?	Paragraph 2 of Section C-12 of the RFP now reads "The Buyer/Developer shall not be liable for pre-existing conditions" with all

				remaining words stricken.
72	61	C-14	Please confirm the NHLC is responsible for the repair and maintenance and replacement of mechanical, electrical and plumbing systems including heating and cooling systems that supply the liquor store facilities.	NHLC is responsible for all maintenance associated within the liquor store facilities assuming a stand alone store. If the liquor stores are served by systems that are part of a combined building (liquor store and other services), the Buyer/Developer will be responsible unless the systems are enclosed within the liquor stores.
73			Are CAD files available for the updated wetland easement files,	Yes. These files can be made available upon request using the Hampton RFP email.
74	56	C-11	Please describe "Turnkey" for the build out of the liquor stores. Is FFE excluded from Turnkey and that will be provided by the NHLC	These details are provided in the Portsmouth Store construction documents.
75	5	1.2	Is it intended that NHLC will convey the Real Property to the Buyer/Developer ( excepting the 22,000 sq. foot parcels) after which time the Buyer /Developer shall construct the NHLC stores? Is the NHLC as subdivider obtaining subdivision approval?	Yes. NHLC requires ownership of its new retail outlets and at least the land footprints associated with the buildings. NHLC will consider traditional or condominium forms of subdivision, provided NHLC owns its land/condominium unit.  The NHLC is not subject to Town of Hampton subdivision approvals.
76	45	C-1	Please describe who certifies the buyer/developer bylaws, operating agreement or its equivalent	The Secretary of State will provide certification of these items as outlined in the RFP.
77	48	C-6	Please confirm the MDA is intended to benefit the respective parties, their heir, successors and assigns as owners of the respective parcels.	That is the intent of the MDA.
78	48	C-6	The RFP suggests the MDA "will be updated regularly, no less than every 5 years", please confirm sections C-6, C-7 and C-9 will not be subject to amendment or updating. Additionally, please confirm MDA amendments shall require the mutual agreement of the parties.	Any modifications to the MDA require mutual agreement.  If the parties cannot reach agreement, Section C-18 shall determine resolution.

79	53	C-10	Please confirm the retainage % the NHLC expects to be withheld during construction?	Retainage will be determined by NHDPW.
80	61	C-14	Please confirm the NHLC responsibilities include the maintenance, repair and replacement of heating, cooling, plumbing and electrical systems providing service to the NHLC stores	The NHLC will remain responsible for the operation and maintenance of its liquor stores once possession is tendered post-construction.
81	48	C-7	The Real Property is not being leased to the Buyer/ Developer, rather it is being sold at fair market value so NHLC retains no pecuniary interest in it. This payment appears to be a "tax" that is being imposed and levied singularly and solely upon and the Buyer/ Developer. Is a legal opinion from the NH DOJ available that affirms such Fuel Revenue payments are constitutional, authorized under NH law and not in violation of any law, ordinance or statue?	The RFP has been reviewed and approved for issuance by the NHDOJ.
82	71	C-21	Please confirm if such hazard were to occur and the NHLC directed the Buyer/Developer to rebuild the liquor store buildings such costs would be reimbursed by the NHLC as they are described today during the redevelopment.	Any losses sustained by the NHLC as a result of the Buyer/Developer actions or negligence during construction would be required to be reimbursed by the Buyer/Developer.
83	66	C-18	This section lacks detail in the arbitration process, steps and procedure. Please confirm that arbitration is an included step in "formal proceedings".	Any an all dispute resolution, including arbitration and litigation, are subject to the laws of the State of New Hampshire.
84	5	1.2	Please confirm as it is unclear if NHLC intends to except and reserve the two 22,000 square foot parcels from the deed into the B/D. This would result in a deed being granted the B/D that does not include the two 22,000 square foot parcels. if this is the case, then the B/D would receive title to the "surplus land", and then subsequently construct the NHLC stores on the two NHLC retained sites. To accomplish this, NHLC as the current property owner and subdivider would need to obtain subdivision approval to the extent that they are legally required to do so.	NHLC intends to reserve the land areas necessary to locate two new retail outlets. The purchaser is expected to construct these outlets to the specifications of NHLC. A subdivision will be necessary to achieve this separation of land ownership.
85	57	c-12	Does the NHLC have any geo technical information available for the sites. The quality and suitability of materials will have a great impact on the overall project	None available.

			schedule. The NHLC desire for a maximum duration of 12 months on the construction and completion of the Northbound store is highly dependent on suitable materials being present	
86	57	c-12	Are sampling results available from the on-site supply wells? The supply well serving the I-95 south parcel is situated relatively close to I-95. Use of road salt on the highway has the potential for chloride impacts to nearby supply wells	None available.
87	57	C-12	Are there any known heating oil USTs on the parcels	There are UST's on both the NB and SB properties. Existing site and building plans are available upon request that provide this information.  These files can be made available upon request using the Hampton RFP email.
88	57	c-12	Have hazardous materials building surveys been performed to evaluate for the potential presence of asbestos, lead-based paint, PCBs in building materials that would need to be addressed prior to redevelopment?	None known.