



**NEW HAMPSHIRE LIQUOR  
COMMISSION**

**Request for Proposals**

**Buyer/Developer for Hampton I-95  
Liquor Properties**

**RFP 2024-001**

**RFP ISSUED.....March 15, 2024**

**RFP ISSUING OFFICER.....Andrew S. Davis  
NHLC Chief Administrator,  
NHLC.HAMPTON@liquor.nh.gov**

**CONTRACT TYPE.... PURCHASE AND SALE/MASTER DEVELOPMENT AGREEMENT**

**PROPOSALS DUE VIA HAND DELIVERY .....2:30 PM, May 17, 2024**

**AT: New Hampshire Liquor Commission  
C/O Andrew S. Davis  
Chief Administrator  
50 Storrs Street  
Concord, NH 03302-0503**

**3-4-2024 Version**

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

## TABLE OF CONTENTS

1.	INTRODUCTION	3
1.1.	OVERVIEW AND PROJECT HISTORY	3
1.2.	RELEVANT INFORMATION	4
1.3.	PROPOSED PUBLIC PRIVATE PARTNERSHIP	8
1.4.	CONTRACT AWARD	8
1.5.	CONTRACT TYPE	8
1.6.	CONTRACT TERM	9
1.7.	SCOPE OF WORK/SERVICES	9
1.8.	SCHEDULE	10
2.	STATE AGENCIES INVOLVED	11
2.1.	NH LIQUOR COMMISSION	11
2.2.	NH DEPARTMENT OF ADMINISTRATION SERVICES	11
2.3.	NH DEPARTMENT OF JUSTICE	12
3.	PROPOSAL REQUIREMENTS AND DELIVERABLES	12
3.1.	PROPOSAL INSTRUCTIONS AND DEADLINE	12
3.2.	PROPOSAL FORMAT	16
3.3.	PROPOSAL ORGANIZATION	17
3.4.	PROPOSAL CONTENT	18
4.	PROPOSAL SCORING, EVALUATION AND SELECTION PROCESS	22
4.1.	PROPOSAL SCORING	22
4.2.	PROPOSAL EVALUATION PROCESS	23
5.	REFERENCE DOCUMENTS	26
	APPENDIX A - REQUIRED FORMS	28
	APPENDIX B – REQUIRED DETAILS OF THE PROPOSAL	37
	APPENDIX C – MASTER DEVELOPMENT AGREEMENT REQUIREMENTS	44
	APPENDIX D – SHORTLIST OF QUALIFIED BUYER DEVELOPERS	80

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

## **1. INTRODUCTION**

### **1.1. OVERVIEW AND PROJECT HISTORY**

The New Hampshire Liquor Commission (NHLC) seeks a highly and uniquely qualified, financially secure buyer/developer (Buyer/Developer) specializing in highway-oriented commercial real estate to purchase and redevelop two properties into full-service Welcome Centers incorporating a new, state-of-the-art liquor and wine outlet on each property it owns on Interstate 95 in Hampton, New Hampshire.

In New Hampshire, the NHLC regulates the alcoholic beverage business and is also a wholesaler and retailer of wines and spirits. The NHLC operates 65 retail stores throughout New Hampshire, through which the NHLC sells wines and spirits to both consumers and NHLC licensees. Off-premises licensees, such as grocery or convenience stores, purchase wines from the NHLC to sell at retail. On-premises licensees, such as restaurants, purchase wines and spirits from the NHLC to sell to patrons at their establishments.

In Fiscal Year 2023, NHLC's annual gross sales were \$756.7 million and net profits were \$165.0 million. As a state agency, the NHLC transferred \$146.6 million to the State General Fund, \$11.5 million to the Alcohol Abuse Prevention and Treatment Fund, and \$7.2 million to the Granite Advantage Health Care Trust Fund. The NHLC is a significant retail draw with 50% of its customers originating from outside the State. It is known for its extensive offering of wine and spirits and large store selection. The NHLC operates the largest retail chain of wine and spirits in New England.

The NHLC currently owns and maintains existing liquor and wine outlets on these properties in Hampton, NH, which are accessed directly via Interstate 95 northbound and southbound. These stores occupy parcels owned by the NHLC that are 64+/- acres in size northbound and 24+/- acres in size southbound. Although portions of both sites are impacted by wetlands or other restrictions including a recently modified conservation easement that allows area for additional development on the northbound site, there is substantial undeveloped area remaining on both sites, estimated to incorporate up to 120,000+/- square feet of appropriate uses in addition to a new 22,000+ square foot liquor outlets on each site, owned by the NHLC. The NHLC has owned the northbound and southbound parcels since 1992 and 1981, respectively.

The NHLC has deemed the majority of the parcels as surplus. The NHLC, with guidance from the New Hampshire Department of Administrative Services (DAS), is moving forward with the sale of these properties through this Request for Proposals (RFP) process from the eight, Buyer/Developers shortlisted through the Request for Qualifications (RFQ) process. The shortlisted Buyer/Developers are identified in Appendix D. This Buyer/Developer RFP is expected to achieve the desired outcome of the NHLC of selecting a uniquely qualified, financially secure Buyer/Developer to redevelop the sites to incorporate

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

appropriate highway-oriented uses, including but not limited to, retail outlets, fuel sales, restaurants, informational and other travel-related services to be owned and operated by the Buyer/Developer, in addition to new, state-of-the-art liquor outlets on each site that will be owned by the NHLC. The RFP selection process seeks to allow a potential Buyer/Developer to propose detailed concepts, building sizes and layouts, project schedule, and financial terms that are viable at this location under current and future economic conditions. Figure 1 identifies the Northbound and Southbound Hampton liquor store locations.



Figure 1 – Northbound and Southbound Hampton Liquor Store Locations

## 1.2.RELEVANT INFORMATION

The following relevant information shall be acknowledged by any prospective Buyer/Developer:

- The properties are located on the New Hampshire Seacoast approximately 5 miles south of Portsmouth and 45 miles north of Boston. Major highways in the region include Interstates

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

95 and 495, US Route 1, and New Hampshire Routes 16 (Route 16) and 101. The two properties owned by NHLC consist of 64+/- acres on the southbound side of Interstate 95 and 24+/- acres on the northbound side. Both properties abut the Taylor River and lie south of Towle Farm Road, which crosses the highway to the north. Both parcels contain wetland areas and are impacted by wetland setbacks, flood hazard zones, and other restrictions, including a recently modified conservation easement on the northbound site. Engineering analysis indicates that the net land areas not included in the conservation easement total approximately 21.83 acres on the northbound site and 12.5 acres on the southbound site. Existing site plans, conservation easement documents, and other relevant information are available and can be obtained as identified in Section 5: *Reference Documents*.

- Interstate 95 carries on average 86,000 vehicles per day (vpd) in both directions immediately adjacent to the Hampton Liquor properties, with summertime peaks of over 125,000 vpd<sup>1</sup>. It is the primary highway connection between the Seacoast of New Hampshire, the Mountains and Lakes regions of New Hampshire, the State of Maine, and the greater Boston metropolitan region. The sites offer exceptional visibility from both directions with the potential for on-site signage in addition to FHWA permitted signage on Interstate 95.
- The sites are served by on-site water wells and connection to the Town of North Hampton sewer system. Other utilities including electric and data/phone service are available on the sites.
- The Buyer/Developer will be responsible for all development, operating, and maintenance costs for the northbound and southbound full-service Welcome Centers on the sites, including parking for the Hampton liquor store facilities under terms and conditions set forth in a Buyer/Developer Master Development Agreement between the selected development entity and the NHLC.
- The NHLC will retain ownership of 22,000 +/- square feet of both the northbound and southbound parcels for the operation of new, state-of-the art liquor store facilities. Location of these facilities will be finalized as part of the Purchase and Sale and Master Development Agreement with the Buyer/Developer. NHLC also reserves the right to brand these stores and locations consistent with other NHLC branding standards. Buyer/Developer will be responsible for removing the existing liquor building facilities and maintaining operations and parking during construction of the new NHLC liquor store facilities. Existing liquor

---

<sup>1</sup> Source: 2022 NHDOT Transportation Data Management System

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

buildings will not be closed until new NHLC liquor store facilities are completed and opened for business.

- The Buyer/Developer, if directed by the NHLC at the time of the purchase and sale agreement, will be responsible for designing and constructing the liquor stores but will be reimbursed by the NHLC once constructed and open for business. The Buyer/Developer Master Development Agreement will contain information on the proposed size (22,000+/- square feet), location, materials, and layout for the liquor stores using the Portsmouth Traffic Circle Store as a reference for the design of the new liquor stores. The Buyer/Developer Master Development Agreement will also contain information regarding the reimbursement schedule for the construction of the liquor stores by the NHLC to the Buyer/Developer. The Buyer/Developer shall provide detailed exterior and interior plans, along with the cost allocated for the liquor stores as part of the final proposal submission. Following construction and acceptance, the NHLC will be responsible for all interior liquor store maintenance. The Buyer/Developer will be responsible for all other exterior maintenance costs, including 100% of the common area site maintenance costs. Transfer of title to the surplus property will occur after construction of the facilities is complete, accepted, and fully operational. If the NHLC decides to construct the facilities, construction phasing, coordination, and schedule will be addressed in the Master Development Agreement. The NHLC reserves the right to construct the Liquor and Wine Outlets
- Any proposed development on the northbound and southbound parcels will need to be highway-oriented type development, including but not limited to retail, fuel and Electric Vehicle (EV) charging sales, restaurants, informational, and other travel-related services consistent with the current Interstate Corridor Overlay District. The NHLC, its agents, and the selected Buyer/Developer will work closely with the Town of Hampton to coordinate the redevelopment of the sites. If fuel and EV charging stations are proposed by the Buyer/Developer, a portion of the revenues (fuel and EV charging) will go to the NHLC annually as described in the RFP and detailed in Appendix C-10: *Construction Requirements*. Revenues will be used to help offset ramp maintenance costs by the State.
- FHWA and NHDOT have control and jurisdiction over the ramps accessing Interstate 95 to ensure proper safety and mobility to the highway. The NHLC will retain ownership of all ramps to a point prior to the parking areas that will be identified on the final property plans to be developed by the Buyer/Developer.
- Any expansion of uses other than those currently allowed on the existing northbound and southbound parcels will require following standard New Hampshire Department of

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

Environmental Services (DES) permitting processes and local development regulations to the extent that they are applicable.

- Phase II findings from a recent archeological site investigation have identified a small area (approximately 1/3 acre) on the southbound parcel that may not be disturbed. Details of this site investigation and location of area of no disturbance can be obtained as identified in Section 5: *Reference Documents*. There may be opportunities for the Buyer/Developer to incorporate this feature as a common area amenity, perhaps as part of a walking trail system.
- The New Hampshire Rivers Management Advisory Committee (RMAC) and the Lakes Management Advisory Committee (LMAC) were invited to serve in a technical adviser capacity to oversee the purchase and development plan of the properties. Both agencies have recommended that the sale and redevelopment of the sites proceed.
- The NHLC, with support of a technical committee and Keller Williams Coastal Land and Commercial Group (KWCLCG), will oversee the selection of a Buyer/Developer for these surplus properties through this RFQ and RFP process.
- The potential Buyer/Developer may be required to engage with governmental entities, including, but not limited to: NHDOT, FHWA, Town of Hampton, Department of Historic Resources (DHR), RMAC, LMAC, and DES.
- The properties are located in the Interstate Corridor Overlay District in the Town of Hampton, NH. Permitted uses and facilities for this District can be found by reviewing the most current version of the Zoning Ordinance & Building Codes of the Town of Hampton, NH. Buyer/Developer may seek additional variances if needed to support their proposed redevelopment plan. Additional variances are not guaranteed.
- The NHLC recently submitted and received approval for a Dredge and Fill Application that created a modified Conservation Easement on the northbound and southbound properties. This easement provides increased developable area on the northbound parcel for possible Buyer/Developer use. The Town of Hampton, NH Conservation Commission is the holder of the easement. The Dredge and Fill Application along with the executed Conservation Easement Deed can be obtained as identified in Section 5: *Reference Documents*.
- The NHLC is selling both the southbound and northbound properties. The preferred approach is for the NHLC to have a single Buyer/Developer purchase and develop both sites simultaneously, the NHLC will review and evaluate all proposals submitted.

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

### 1.3. PROPOSED PUBLIC PRIVATE PARTNERSHIP

The NHLC will negotiate a purchase and sale agreement with the Buyer/Developer selected through this RFP process through the KWCLCG, previously selected through a separate RFQ/RFP process as the NHLC's Broker. The Buyer/Developer will be responsible for all financial obligations of redeveloping and then maintaining and operating the facilities, with the exception of the interior of the liquor stores. The details of the proposed redevelopment will be memorialized in a mutually agreed upon Buyer/Developer Master Development Agreement between the selected Buyer/Developer and NHLC. The Master Development Agreement is to be developed by the Buyer/Developer for review by the NHLC and New Hampshire Department of Justice (DOJ) prior to the finalization of the purchase and sale agreement.

In pursuing this partnership, the NHLC has three specific goals that will guide both the criteria used to select the Buyer/Developer under the solicitation and to measure the success of the venture itself. The three goals are:

- Obtain new, high-quality facilities to replace the existing liquor stores.
- Ensure that the facility design and operation will provide a positive customer experience for the commuter, recreational traveler, and liquor store patrons.
- Provide a fair price to the NHLC as part of the purchase and sale agreement.

The NHLC is committed to ensuring that the development results are in the highest level of architectural quality and customer satisfaction. The NHLC believes that entering into a purchase and sale agreement under which a qualified Buyer/Developer designs, builds, finances, owns, operates, and maintains the properties (exempting the liquor stores) is the optimal approach. The successful Buyer/Developer will be the company or team that best defines a customer-centric approach, and a uniquely New Hampshire theme to the facilities design and operation, one that brings previous experiences for the future benefit of the travelling public and liquor store patrons, and one that captures the blend of history, culture, and geography that makes New Hampshire unique.

### 1.4. CONTRACT AWARD

The Buyer/Developer Contract award by the NHLC will be based upon criteria, standards, and weighting identified in this RFP. Each Proposal will be considered as a whole solution, without limitation, including all services proposed, qualifications and financial capacity of the Buyer/Developer, and property purchase price.

### 1.5. CONTRACT TYPE

The NHLC plans to execute agreements with the selected Buyer/Developer that will consist of the following documents:



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

- Material terms of this RFP
- The selected Buyer/Developer proposal
- Purchase and Sale Agreement (to be prepared by the NHLC's Broker KWCLG)
- Master Development Agreement (draft to be prepared by selected Buyer/Developer for review and approval by DOJ prior to signature of the purchase and sale agreement by NHLC)

The Master Development Agreement shall contain the detailed requirements for construction and reimbursement of the liquor and wine outlets for the NHLC on each property. The NHLC reserves the right to alter the terms and provisions identified in this RFP as needed to develop the final agreement with the selected Buyer/Developer.

### 1.6. CONTRACT TERM

The Master Development Agreement shall last in perpetuity as long as both the Buyer/Developer and NHLC maintain ownership of their respective areas of the northbound and southbound parcels.

The prospective Buyer/Developer agrees that the Master Development Agreement will be reviewed and updated regularly, no less than every five-years, to account for changes and considerations from both the Buyer/Developer and NHLC. The Master Development Agreement will also be updated immediately following proposed ownership or organizational changes.

### 1.7. SCOPE OF WORK/SERVICES

The Buyer/Developer will be responsible for all aspects of the Project. Key elements of the project include, but are not limited to:

- Demolition of the existing northbound and southbound liquor and wine outlets and parking areas (as required).
- All Welcome Center site work including proposed and permitted parking areas, buildings, sidewalks, fencing, landscaping, seating, lighting, signing, security, utilities, etc.
- If directed by the NHLC, construction of two, new minimum 22,000+/- gross square foot, ground-level liquor and wine outlets (northbound and southbound) whose construction shall be reimbursed by the NHLC.
- All operation and maintenance on each site owned, including all exterior liquor store building and parking lot maintenance.

The Buyer/Developer shall be responsible for all development costs associated with the Project including, but not limited to, design, permitting, demolition, construction, operation and maintenance of the Project

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

as described in the RFP. The NHLC will consider the Buyer/Developer to be the sole point of contact with regard to all contractual matters as identified the Buyer/Developer Master Development Agreement.

**1.8. SCHEDULE**

The following table provides the schedule of events for this RFP.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP Issued	March 15, 2024	
Buyer/Developer RFP inquiries due to NHLC using Form 1 in Appendix A	March 29, 2024	10:00 am EDT
NHLC responses to Buyer/Developer RFP inquiries	April 12, 2024	
Final date for proposal submissions	May 17, 2024	2:30 pm EDT
Invitations for oral interviews	May 24, 2024	
Buyer/Developer oral interviews to Selection Committee	Week of June 3, 2024	
Selection Committee recommendation to NHLC Director	June 14, 2024	
Finalize Buyer/Developer Purchase and Sale and Master Development Agreements	July 2024	
Long Range Capital Planning Commission review and approval	August 2024	
Governor and Executive Council Award	September 2024	
Execution of Agreement/Notice to Proceed (NTP)	October 2024	
Obtain Town of Hampton Approvals	90 days from NTP	
Substantial completion and operation of Northbound Liquor and Wine outlet store	12 months from Town of Hampton approvals	
Substantial completion and operation of Southbound Liquor and Wine outlet store	15 months from Town of Hampton approvals	

Time is of the essence in constructing and opening the Northbound and Southbound liquor and wine outlets and Welcome Centers.

The Buyer/Developer shall be fully prepared to commence work on the Project immediately following award by Governor and Executive Council.

Proposed Buyer/Developer Schedule shall provide their substantial completion dates for the northbound and southbound Liquor and Wine Outlets and Welcome Centers on Form 4: *Buyer/Developer Proposed Schedule*. Failure to substantially complete the northbound and southbound Liquor and Wine Outlets as

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

identified in Section 1.8: *Schedule* shall result in a per day penalty as outlined in Appendix C-10: *Construction Requirements*.

## **2. STATE AGENCIES INVOLVED**

The following State of New Hampshire agencies are involved in this process.

### **2.1. NH LIQUOR COMMISSION**

New Hampshire, one of the 17 control states in the United States, regulates the alcoholic beverage business and is also a wholesaler and retailer of wines and spirits. The NHLC operates 65 retail stores throughout New Hampshire, through which the NHLC sells wines and spirits to both consumers and NHLC licensees. Off-premises licensees, such as grocery or convenience stores, purchase wines from the NHLC to sell at retail. On-premises licensees, such as restaurants, purchase wines and spirits from the NHLC to sell to patrons at their establishments.

In Fiscal Year 2023, NHLC's annual gross sales were \$756.7 million and net profits were \$165.0 million. As a state agency, the NHLC transferred \$146.6 million to the State General Fund, \$11.5 million to the Alcohol Abuse Prevention and Treatment Fund, and \$7.2 million to the Granit Advantage Health Care Trust Fund. The NHLC is a significant retail draw with 50% of its customers originating from outside the State. It is known for its extensive offering of wine and spirits and large store selection. The NHLC operates the largest retail chain of wine and spirits in New England.

Pursuant to NH RSA 176:3, the NHLC is statutorily obligated to optimize profitability, maintain proper controls, assume responsibility for effective and efficient operations, and provide service to all customers.

### **2.2. NH DEPARTMENT OF ADMINISTRATION SERVICES**

The New Hampshire Department of Administrative Services (DAS) provides a variety of professional, management, advisory, coordination, oversight, and support services to other State agencies, the New Hampshire legislature, New Hampshire citizens, and certain State government programs for which DAS has been delegated responsibility by statute. Through its Real Property Asset Management program, DAS facilitates a wide range of State real property transactions and projects as well as land use matters by lending expertise, advice, and transaction/project management services to State agencies.

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

**2.3. NH DEPARTMENT OF JUSTICE**

The mission of the New Hampshire Department of Justice (DOJ) is to serve the people of New Hampshire with diligence, independence and integrity by performing the constitutional, statutory and common law duties of the Attorney General as the State's chief legal officer and chief law enforcement officer, to seek to do justice in all prosecutions, to provide the State with legal representation and counsel of the highest quality, to protect the State's environment and the rights of its consumers, and to provide supervision and leadership of New Hampshire law enforcement.

**3. PROPOSAL REQUIREMENTS AND DELIVERABLES**

**3.1. PROPOSAL INSTRUCTIONS AND DEADLINE**

Proposals submitted in response to this RFP must be received by the NHLC, no later than the time and date specified in Section 1.8: *SCHEDULE*. Proposals must be addressed to:

**Mr. Andrew S. Davis  
Chief Administrator  
New Hampshire Liquor Commission  
50 Storrs Street  
Concord, NH 03301**

Packages containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LIQUOR COMMISSION  
  
REQUEST FOR PROPOSALS  
BUYER/DEVELOPER SERVICES FOR  
HAMPTON I-95 LIQUOR PROPERTIES  
RFP 2024-001**

All sections of the RFP must be completed and delivered to the primary contact person by the submission deadline. Late submissions will not be accepted and will be returned to the Buyer/Developer unopened. Preparation and delivery of the Proposals shall be at the Buyer/Developer's expense.

A Proposal submission shall be deemed received on the date and at the time officially documented by the NHLC as having been received at the location designated above. The NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Buyer/Developer's responsibility. Proposals transmitted by facsimile or email will not be accepted.

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

All Proposal packages submitted in response to this RFP must consist of one (1) original (clearly marked as such) and ten (10) clearly identified copies of the Proposal package, including all required attachments, and one (1) electronic copy of the Proposal in a searchable PDF format on flash drive.

A separate, sealed envelope shall contain one (1) original (clearly marked as such) and ten (10) copies of the Financial Information, and one (1) electronic copy of the Financial Information in a searchable PDF format on a flash drive. The Financial Information shall be clearly marked “FINANCIAL INFORMATION”.

Another separate, sealed envelope shall contain one (1) original (clearly marked as such) and ten (10) copies of the Purchase Price and Fuel Revenue, and one (1) electronic copy of the Purchase Price and Fuel Revenue in a searchable PDF format on a flash drive. The Purchase Price and Fuel Revenue envelope shall be clearly marked “PURCHASE PRICE AND FUEL REVENUE”.

The Proposal shall be accompanied by the transmittal letter described in Appendix A, Form 2: *Proposal Transmittal Letter*, herein. The original and all copies shall be bound separately. One (1) copy of the Proposal transmittal form letter shall be signed by an official authorized to legally bind the Buyer/Developer and shall be marked “ORIGINAL.” A Buyer/Developer’s disclosure or distribution of its Proposals other than to the NHLC will be grounds for disqualification.

**RFP Inquiries**

All inquiries concerning this RFP, including requests for clarification, shall be submitted via email to:

Andrew S. Davis,  
Chief Administrator  
[NHLC.HAMPTON@liquor.nh.gov](mailto:NHLC.HAMPTON@liquor.nh.gov)

Mr. Davis shall be the Issuing Officer and single point of contact for this RFP. Buyer/Developers are required to submit questions via email on Form 1, *Buyer/Developer Inquiry Form* included in Appendix A. Inquiries can be submitted at any time up until the date and time identified in Section 1.8: *SCHEDULE*. The NHLC assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Buyer/Developers shall not contact the Issuing Officer by phone with any inquiries. Buyer/Developers shall not contact the Issuing Officer after the close of the RFP inquiry period.

The NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the NHLC’s discretion. The NHLC may consolidate or paraphrase questions for efficiency and clarity. The NHLC

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

may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHLC. Official responses by the NHLC will be made only in writing by posting on the NHLC website at [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml). Buyer/developers shall be responsible for reviewing updated information related to this RFP before submitting Proposals.

**All inquiries must be received by the RFP Issuing Officer no later than the date and time identified in Section 1.8: *SCHEDULE*.** Inquiries received later than the conclusion of the Buyer/Developer Inquiry Period shall not be considered properly submitted and may not be considered.

**Restriction of Contact with NHLC Employees**

During the pendency of the RFP process and as it relates to this RFP, *all substantive communications regarding this RFP with NHLC employees, DAS employees, DOJ employees, DoIT personnel who support the NHLC or other vendors with the NHLC is forbidden. This also includes KWCLCG and HNTB.* NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFP with any potential Buyer/Developer during the selection process. Buyer/Developers may be disqualified for violating this restriction on communications.

**Validity of Proposals**

Proposals are valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.8: *SCHEDULE*, or until the Effective Date of any resulting Professional Services Agreement, whichever is later.

**RFP Addendum**

The NHLC reserves the right to amend this RFP at its discretion, prior to the RFP submission deadline. In the event of an addendum to this RFP, the NHLC, at its sole discretion, may extend the RFP submission deadline, as it deems appropriate.

**Non-Collusion**

The Buyer/Developer's signature on a Proposal package submitted in response to this RFP guarantees that the terms and conditions, and work quoted have been established without collusion with other Buyer/Developers and without effort to preclude the NHLC from obtaining the best possible competition.

**Property of the NHLC**

All material received in response to this RFP shall become the property of the State of New Hampshire and will not be returned to the RFP respondent. Upon any eventual resulting Contract award, the NHLC reserves the right to use any information presented in any Proposals package.

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

**Confidentiality of Proposals**

Unless necessary for the approval of a contract, the substance of the Proposals must remain confidential until the Effective Date of any Contract resulting from this RFQ. A Buyer/Developer's disclosure or distribution of Proposals other than to the NHLC will be grounds for disqualification.

**Public Disclosure**

In order to protect the integrity of the competitive selection process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to RFPs, RFQs or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses.

In accordance with RSA 9-F:1, any contract and/or agreement entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). The content of each submission shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this RFP may be subject to public disclosure under RSA 91-A.* However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for Proposals should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL." A designation by the Broker of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempt from disclosure. Marking of the entire submission or entire sections of the submission as confidential will neither be accepted nor honored. The NHLC will endeavor to maintain the confidentiality of portions of the submission that are clearly and properly marked confidential.

If a request is made to the NHLC to view portions of a submission that the Buyer/Developer has properly and clearly marked confidential, the NHLC will notify the Buyer/Developer of the request and of the date the NHLC plans to release the records. By responding to this RFP, the Buyer/Developer agrees that unless the Buyer/Developer obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC's notice without any liability to the Buyer/Developer.

**Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the NHLC to award a Contract or enter into an agreement. The NHLC reserves the right, at its sole discretion, to reject any

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

and all submissions, or any portions thereof, at any time; to cancel this RFP; and to solicit new submissions under a new acquisition process.

**Preparation Cost**

By responding to this RFP, a Buyer/Developer agrees that in no event shall the NHLC be either responsible for or held liable for any costs incurred by a Buyer/Developer in the preparation of or in connection with the Submission, or for Work performed prior to the Effective Date of a resulting Contract.

**Ethical Requirements**

From the time this RFP is published until a contract is awarded, no Buyer/Developer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Buyer/Developer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Broker that has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or that is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFQ, or similar request for submission and every such Buyer/Developer shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Buyer/Developer that was disqualified under this section because of a pending criminal charge that is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except that in the case of annulment, the information shall be deleted from the list.

**3.2. PROPOSAL FORMAT**

Proposals shall follow the following format:

- Proposals shall be bound.
- Proposals shall be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- Proposals shall use Times New Roman font with a size of eleven (11). *Exceptions for paper and font sizes are permissible for: Graphical exhibits, including organization charts and site plans, may be printed on white paper with dimensions 11 inches by 17 inches, and plans which may be printed on paper with dimensions no greater than 22 inches by 34 inches to accommodate desired scales for building and site plans.*
- Each page of the Proposals shall include a page number and the number of total pages and identification of the Buyer/Developer in the page footer. Each page shall be numbered consecutively within each Section (i.e., 1-1, 1-2...; 2-1, 2-2...; 3-1, 3-2..., etc.), and the page numbers shall be centered at the bottom of each page.



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

- Proposals shall be printed double-sided. Each side of each page shall be considered one page.
- Tabs shall separate each section of the Proposals.

The NHLC reserves the right to waive minor deficiencies as it sees fit.

**3.3. PROPOSAL ORGANIZATION**

Proposals shall adhere to the following outline and shall have a total page limit of seventy-five (75) pages, excluding the items identified below as not applying to the page limit.

**Technical Proposal Page Limit Applicability**

<b>Section</b>	<b>Page Limit Applies? (Yes/No)</b>
Cover Page	No
Transmittal Form Letter	No
Table of Contents	No
Section I: Executive Summary	Yes
Section II: Glossary of Terms and Abbreviations	Yes
Section III: Development Concepts and Narrative Responses	Yes
Section IV: Response to Master Development Agreement Requirements and Deliverables	Yes
Section V: Confirmation of Buyer/Developer Team and Corporate and Staff Qualifications of additional Team members (if any)	No
Section VI: Proposed Schedule	No

**Financial Information Page Limit Applicability (in a separate, sealed envelope)**

<b>Section</b>	<b>Page Limit Applies? (Yes/No)</b>
Section VII: Financial Information	No

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

**Purchase Price and Fuel Revenue Page Limit Applicability (in separate, sealed envelope)**

<b>Section</b>	<b>Page Limit Applies? (Yes/No)</b>
Section VIII: Purchase Price and Fuel Revenue (completed <i>Form 3</i> in Appendix A)	No

Section VII: Financial Information shall be provided in a separate sealed envelope as identified in Section 3.1 *Proposal Instructions and Deadline*.

Section VIII: Purchase Price and Fuel Revenue, shall be provided in a separate sealed envelope as identified in Section 3.1: *Proposal Instructions and Deadline*.

**3.4. PROPOSAL CONTENT**

Proposals must contain the following:

**Cover Page**

The first page of the Buyer/Developer’s Proposals must be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LIQUOR COMMISSION  
REQUEST FOR PROPOSALS  
HAMPTON I-95 LIQUOR PROPERTIES DEVELOPMENT PROJECT  
RFQ 2024-001**

The cover page must also include the Buyer/Developer’s name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

**Transmittal Form Letter**

The Buyer/Developer must submit a hand-written or typed and signed transmittal form letter with their response using the Form 2, *Proposal Transmittal Letter* provided in Appendix A. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes will result in Proposals being rejected.

**Table of Contents**

The Buyer/Developer must provide a table of contents with corresponding page numbers relating to its Proposals. The table of contents must conform to the outline provided in Section 3.3: *PROPOSAL ORGANIZATION*, but should provide detail, e.g., numbering, level of detail.

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

**Section I: Executive Summary**

The Executive Summary will provide an overview of the Buyer/Developers proposed approach to purchasing and developing the Northbound and Southbound parcels, including the Liquor and Wine Outlets. Buyer/Developers are encouraged to highlight those factors that they believe distinguish their Proposal.

**Section II: Glossary of Terms and Abbreviations**

The Buyer/Developer must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

**Section III: Development Concepts and Narrative Responses**

Section III shall contain graphics of the proposed development concepts and narrative language describing the Buyer/Developers responses to the Development Plans and Concepts and Project Management topics defined for this RFP that are identified in Appendix B: *Required Details of the Proposal*. Appendix B is organized into sections, which corresponds to different deliverables of the Proposal. Discussion of each topic must begin on a new page.

**Section IV: Responses to Master Development Agreement Requirements and Deliverables**

In Section IV, the Buyer/Developer shall acknowledge that they have read each of the Master Development Agreement Requirements as identified in Appendix C. If the Buyer/Developer takes exception to any of the requirements, they shall list the identified requirement and provide a written narrative as to why they take exception and offer language to resolve. Failure to comment on requirements that the Buyer/Developer takes exception to shall constitute acceptance of said requirements. Requirements identified for exception will be resolved as part of the Purchase and Sale and Master Development review process, but magnitude and severity of exceptions will be addressed in the scoring of the Proposal.

**Section V: Confirmation of Buyer/Developer Team and Corporate and Staff Qualifications of additional Team members (if any)**

Section V shall consist of three parts and provide the following:

*Part I:* Confirmation of Buyer/Developer Team and roles/responsibilities each Team member will provided. Part I shall contain both a written narrative and Team organization chart. Team members should also identify legal counsel to represent Buyer/Developer Team. Changes from the original Buyer/Developer Team are allowed, but reason for change shall be provided in Part I and new information provided in Part II as noted below. No change from original Buyer/Developer Team point of contact will be allowed without written request and written approval from the NHLC.

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

Part II: If new Team members are proposed, Part II shall contain Corporate Proposals of any additional firms proposed to participate in the Project. Proposals should identify role, major business area of the firm, and a high-level description of the firm's organization and staff size. Up to three (3) project descriptions with references shall be provided for each firm noting similar projects completed within the past ten (10) years.

Firms identified in this Proposal package will not be allowed to be changed during this RFP process without written notification to and approval from the State.

Part III: If new Team key staff are proposed, Part III shall contain Identification of any additional key staff proposed to participate in the Project. A summary of key staff roles, responsibilities, and depth of experience should be provided corresponding to the organization chart provided in Part I.

Key staff identified in this Proposals package will not be allowed to be changed during this process without written notification to and approval from the State. Full resumes of any additional key staff shall be included in Section V.

**Section VI: Proposed Schedule**

Form 4: *Proposed Schedule*, provided in Appendix A, shall be completed by the Buyer/Developer and included in Section VI. This section should also demonstrate the Buyer/Developer's ability to meet or beat the desired schedule for the northbound and southbound Liquor and Wine Outlets as identified in Section 1.8: *Schedule*, as well as identify the overall schedule to complete the northbound and southbound Welcome Centers.

**Section VII: Financial Information (to be provided in a separate, sealed envelope)**

Section VII must demonstrate the Buyer/Developer's financial capacity to finance the re-development of the Hampton Liquor sites, and to operate and maintain the facilities., including funding all construction, improvements, and maintenance requirements. To demonstrate financial capacity, the Buyer/Developer shall provide the following information:

- Overview of principal firms' financial structure(s)
- Five (5) most recent audited/reviewed financial statements for all Buyer/Developer affiliated companies
- Disclosure of all pending or resolved litigation within the past seven (7) years for all major Buyer/Developer affiliated companies involved with funding, construction, and on-going maintenance
- Initial funding sources and terms

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

- Current document identifying ability to raise sufficient capital to construct the project must include either a letter of credit from a reputable lending institution or statement acknowledging sufficient capital on hand specifically for this project
- All covenants or liens on assets and debts
- Detail of financial strength to support construction of infrastructure specifically for this project and ongoing maintenance and operation of the facilities, including all bonding and insurance requirements.

Following the review of the financial documents provided, the State reserves the right to request additional financial documentation from the Operator.

Failure to provide adequate or detailed financial information as described above in the Proposal will result in disqualification. The NHLC intends to conduct a detailed review of the financial information, including background checks on the information provided, and assess the capacity that the proposed Buyer/Developer has to complete the project.

Providing all required Financial Capacity information as defined in the Section will be considered PASS/FAIL. If all information is complete and provided as described, the Financial Capacity will be given a PASS rating. If information is missing or deemed incomplete, the Financial Capacity will be given a FAIL rating. The NHLC reserves the right to request missing or incomplete data at its discretion. A FAIL rating will not allow the Proposal to be considered further and that Buyer/Developer will be notified immediately. Strength of Financial Information provided that receives a PASS rating will be scored as outlined in Section 4.1 Proposal Scoring.

**Section VIII: Purchase Price and Fuel Revenue (to be provided in a separate, sealed envelope)**

Section VIII shall identify the proposed purchase price and fuel revenue on a completed Form 3: *Purchase Price and Fuel Revenue* and any assumptions associated with each.

Purchase Price shall represent the total price to be paid by the Buyer/Developer to the NHLC at the time of the signing of the Purchase and Sales Agreement and Master Development Agreement.

The Fuel Revenue, if fuel and/or EV charging stations are proposed by the Buyer/Developer at the northbound and southbound properties, shall provide the mark up over the state and federal fuel taxes for all grades of fuel (gas and automobile diesel) and/or percent of total EV charging fees charged.

A \$25,000 non-refundable deposit shall be included in the separate, sealed envelope containing the Purchase Price as identified in Section 3.1: Proposal Instructions and Deadline. Deposit shall be in the form of a certified funds or a treasurers check made out to the New Hampshire Liquor Commission. The non-refundable deposit shall be applied to the Purchase Price for the selected Buyer-Developer.

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

**4. PROPOSAL SCORING, EVALUATION AND SELECTION PROCESS**

**4.1. PROPOSAL SCORING**

The Selection Committee will use a scoring scale of 100 points, which shall be applied to the Proposal as a whole. The maximum points awarded by category and subcategory are shown below:

**Hampton I-95 Liquor Properties - RFP Criteria and Scoring**

<b>CATEGORY</b>	<b>POINTS</b>
<b>TECHNICAL PROPOSAL – PARTS 1 through 3</b>	60 Total Points
<b>1) Development Concepts and Mandatory Narrative Responses: Appendix B</b>	40 points
B-1: Development Concept Topics (20 Points)	20
B-2: Development Management Plan Topics (5 points)	5
B-3: Operation and Maintenance Plan Topics (10 points)	10
B-4: Proposed Schedule as shown on Form 4: <i>Schedule</i> (5 points)	5
<b>2) Agreement with Master Development Agreement Requirements: Appendix C</b>	10 points
Agreement with Master Development Agreement Requirements (10 points)	10
<b>3) Financial Capacity</b>	10 points
Strength of Documented Financial Capacity (10 points)	10
<b>PURCHASE PRICE AND FUEL REVENUE</b>	40 Total Points
Purchase Price (35 Points)	35
Fuel Revenue (4 Points)	4
EV Charging Revenue (1 Point)	1
<b>TOTAL POTENTIAL MAXIMUM POINTS</b>	<b>100</b>

For the Technical Proposal, each member of the Selection Committee’s scores will be summed for a total of Technical points for each Buyer/Developer and then the Technical points for each Buyer/Developer will be divided by the number of members of the Selection Committee to determine the Technical Score for each Buyer/Developer.

For the Purchase Price, the purchase price for each Buyer/Developer will be divided by the highest Buyer/Developer’s purchase price times 35. An example of Purchase Price scoring is as follows:

Buyer/Developer A     $\$20,000,000 \div \$25,000,000 = 28$  points  
Buyer/Developer B     $\$25,000,000 \div \$25,000,000 = 35$  points  
Buyer/Developer C     $\$22,500,000 \div \$25,000,000 = 31.5$  points

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

For the Fuel Revenue, the proposed per gallon fuel revenue identified as a State Mark-up proposed by each Buyer/Developer will be divided by the highest Buyer/Developer's per gallon fuel revenue (in dollars per gallon) times 4. An example of Fuel Revenue scoring is as follows:

Buyer/Developer A    \$0.06 per gallon ÷ \$0.06 per gallon = 4 points  
Buyer/Developer B    \$0.03 per gallon ÷ \$0.06 per gallon = 2 points  
Buyer/Developer C    No Fuel Proposed = 0 points

For the EV Charging Revenue, the proposed percent of EV Charging of gross revenue proposed by each Buyer/Developer will be divided by the highest Buyer/Developer's percent of gross revenue (in percent) times 1. An example of EV Charging Revenue scoring is as follows:

Buyer/Developer A    3% of total EV Charging gross revenue ÷ 3% = 1 points  
Buyer/Developer B    1.5% of total EV Charging gross revenue ÷ 3% = 0.5 points  
Buyer/Developer C    No EV Charging Proposed = 0 points

#### 4.2. PROPOSAL EVALUATION PROCESS

Responses to this RFP will be evaluated and scored by a Selection Committee, which is comprised of representatives from various State agencies and industry experts selected by the NHLC. The Selection Committee will review timely Proposals deemed to be conforming and responsive and evaluate the written and graphic responses according to the evaluation criteria described in Section 4.1 and Appendix B. The Selection Committee will hold interviews and negotiations individually with Buyer/Developers and may also request a Best and Final Offer (BAFO), as it sees fit in its sole discretion. It shall make a selection based on the scoring results of the RFP.

Proposals shall be considered conforming and responsive provided that it is submitted within the allowed time periods and contains all requested information as specified. In making its evaluation and selection, the Selection Committee will rely on the information submitted by the Buyer/Developers in the proposal packages.

The NHLC reserves the right to:

- Consider any source of information in evaluation Proposals;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the NHLC;
- Omit any planned evaluation step if, in the NHLC's view, the step is not needed;
- At its sole discretion, withdraw this RFP and/or reject any and all submissions at any time; and
- Open discussions with the next successive highest scoring Buyer/Developer, if the NHLC is unable to reach an agreement on the Purchase Price and Master Development Agreement.

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

**PLANNED EVALUATIONS**

The NHLC plans to use the following process at its discretion to evaluate each Proposal:

- Initial screening;
- Preliminary review of the Proposals;
- Oral Interviews;
- Final evaluation and scoring of Proposals; and
- Best and Final Offer (“BAFO”).

Each step of the process is described in further detail below.

**Initial Screening**

The NHLC will conduct an initial screening to verify the Buyer/Developer’s compliance with submission requirements and to confirm that the Proposal satisfies the following;

- The Proposal is date and time stamped before the deadline
- The Buyer/Developer has sent the required number of copies
- The original version of the Proposal is marked “ORIGINAL” and the copies are marked “COPY”
- The original Proposal includes a signed transmittal letter accepting all terms and conditions of the RFP without exception
- All requested financial capacity information has been provided in a separate, sealed envelope and as has received a PASS rating
- The Purchase Price and Fuel Revenue are provided in a separate, sealed envelope
- A \$25,000 non-refundable deposit in the form of a certified funds or a treasurers check made payable to the NHLC has been provided

Proposals that meet all of the initial screening requirements will be deemed qualified (Qualified Proposal). A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration. The NHLC may waive minor defects in Proposals as it sees fit.

**Preliminary Review of the Proposals**

The Selection Committee will conduct a preliminary evaluation of the Qualified Proposals, conduct background checks, verify financials of the Buyer/Developer, and develop a list of questions or clarifications to be provided to each Buyer/Developer for the Oral Interview. Preliminary scoring will be developed in accordance with provisions of Section 4.1 of this RFP. A minimum score of 37.5 points out of 50 points must be achieved by a Buyer/Developer for the Technical Proposal in order to be invited to the Oral Interviews.

The NHLC intends to conduct oral interviews of all Buyer/Developers who submit Qualified Proposals and meet the minimum acceptable Technical Proposal Scores as identified above.



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

**Oral Interviews**

The purpose of an oral interview is to expound upon information provided in the written Proposals and to address questions and requests for clarifications provided by the Selection Committee. Buyer/Developers are prohibited from altering the basic substance of their Proposals during the oral interviews.

For each invited Buyer/Developer, the oral interview will be scheduled according to Section 1.8: *SCHEDULE*, herein. Specific oral interview criteria will be provided at the time oral interviews are announced. A structured agenda will be used for oral interviews to ensure standard coverage of each Buyer/Developer.

It is anticipated that oral interviews will be conducted in person at the NHLC or in the Concord, NH area. Details and protocols for the oral interview, consistent with Governor Executive and Emergency orders and CDC guidelines, will be provided in advance.

**Final Evaluation and Scoring of Proposals**

Following the oral interviews, the Selection Committee will perform final evaluations as a culmination of the entire process of reviewing Buyer/Developer Proposals and information gathering. The preliminary technical proposal scoring will be increased or decreased based upon each Buyer/Developer's oral interviews to determine a final technical proposal scoring for the RFP.

Once Technical Proposal scores are finalized, the Purchase Price envelopes will be opened and Purchase Price and Fuel Revenue Scores calculated.

The NHLC will then make a preliminary determination of ranking based upon the highest score out of possible 100 points.

The NHLC may request a BAFO as it sees fit. The preliminary scoring will be increased or decreased based upon each Buyer/Developer's oral interview, BAFO (if requested), to determine a final scoring for the proposals.

**Best and Final Offer**

Upon completion of the final Proposal scoring process, the NHLC may, at its sole discretion, request a BAFO for the NHLC's consideration. The NHLC reserves the right to select the Buyer/Developer based solely on the initial Proposals and is under no obligation to solicit or accept a BAFO from any shortlisted Buyer/Developers. Buyer/Developers are encouraged to provide their most competitive Purchase Price and Fuel Revenue in their initial Proposals in the event the NHLC does not request a BAFO.

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

If the NHLC invites a Buyer/Developer to submit a BAFO, the NHLC will provide a submission deadline. The NHLC may communicate in writing to any Buyer/Developer selected to participate in the BAFO any rate targets that the NHLC is seeking in the BAFO. All restrictions on contact with NHLC employees outlined in Section 3.1:*Proposal Instructions and Deadline* and shall remain in effect for the BAFO period.

Each invited Buyer/Developer may only make one BAFO. The BAFO may not alter the substance of the Proposer's Technical Proposal. The BAFO may only amend the Buyer/Developer's Purchase Price and Fuel Revenue score.

## **5. REFERENCE DOCUMENTS**

Reference Documents will be provided in electronic format upon request by contacting the NHLC.

Reference documents to be provided include:

- Existing northbound and southbound site plans, including current wetland boundaries
- Northbound and southbound property Easement Plans
- Approved Dredge and Fill Permit Application
- Approved and executed Conservation Easement Deed
- Draft Stewardship Plan with the Town of Hampton Conservation Commission
- Phase IA, IB, and II Archeological Reports for Hampton Liquor Properties
- Portsmouth Circle Store plans, specifications, and other related documents

Directions for obtaining the Reference Documents are found on the following page.

### **Obtaining the Reference Documents from the NHLC**

Contact by e-mail:

Mr. Andrew S. Davis  
Chief Administrator  
New Hampshire Liquor Commission  
50 Storrs Street

Concord, NH 03301  
NHLC.HAMPTON@liquor.nh.gov

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

Provide a name and address (no P.O. Boxes please). A CD or flash drive containing the Exhibits will be sent via overnight delivery to the name and address provided. Each Buyer/Developer requesting Reference Documents shall confirm receipt of Reference Documents via the same email when received.

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

**APPENDIX A - REQUIRED FORMS**

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

**Form 1**

*Buyer/Developer Inquiry Form*

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

**Form 1: BUYER/DEVELOPER INQUIRY FORM**

Buyer/Developer: \_\_\_\_\_

Sheet   1   of        sheets

<b>Item No.</b>	<b>Page No.</b>	<b>Section No.</b>	<b>Inquiry</b>	<b>Reserved for Response</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				

Duplicate as needed.

END OF FORM 1

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

**Form 2**

*Proposal Transmittal Letter*

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

**FORM 2: PROPOSAL TRANSMITTAL LETTER**

Buyer/Developer Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** Mr. Andrew S. Davis  
Chief Administrator  
New Hampshire Liquor Commission  
50 Storrs Street  
Concord, NH 03302

**RE:** Proposal Invitation Name: BUYER/DEVELOPER FOR HAMPTON LIQUOR PROPERTIES  
RFP Number: 2024-001  
Proposal Opening Date and Time: May 17, 2024, at 2:30 pm

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers its Proposal to the New Hampshire Liquor Commission as indicated in Request For Proposals 2024-001, BUYER/DEVELOPER FOR HAMPTON LIQUOR PROPERTIES, in complete accordance with all conditions of this RFP.

Company Signor: \_\_\_\_\_ is authorized to legally obligate  
Company Name: \_\_\_\_\_.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and condition, which shall form the basis of any Buyer/Developer Agreement resulting from this process.

These Proposal is effective for a period of 180 days following the deadline for submission of Proposals in Section 1.8: *Schedule*, or until the Effective Date of any resulting Professional Services Agreement, whichever is later.

Our official point of contact is \_\_\_\_\_,  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_, Email \_\_\_\_\_  
Authorized Signature Printed \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

**Important Note: Buyer/Developers are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes will result in Proposal being rejected.**

END OF FORM 2



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

Form 3

Buyer/Developers Purchase Price and Fuel Revenue

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

**Form 3: Purchase Price (in dollars)**

NB and SB Purchase Price\*

<b>NB and SB Properties Purchase Price</b>	
--	--

**Form 3: Fuel Revenue**

NB and SB Fuel Revenue Worksheet\*

<b>State mark-up per gallon (in dollars)</b>	
--	--

NB and SB EV Charging Revenue Worksheet\*

<b>State percentage mark-up of EV charge gross revenue</b>	
--	--

\*\* - Note: if fuel and/or EV charging revenue is not proposed, Developer/Operator shall submit a \$0.00 under the State mark-up per gallon and 0.0% State percent mark-up of charge gross revenue.

END OF FORM 3

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

**Form 4**

*Buyer/Developer's Proposed Schedule*

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

**FORM 4: BUYER/DEVELOPER’S PROPOSED SCHEDULE**

Complete the schedule forms or provide the requested information in a suitable format for both the northbound and southbound Liquor and Wine Outlets. The Buyer/Developer has the option of either constructing the northbound and southbound Liquor and Wine Outlets separately or at the same time. The beginning of work shall be based on receiving Town of Hampton Approvals following an official NTP from the NHLC. All times shall be listed in calendar days.

**Schedule for Northbound Welcome Centers and Liquor and Wine Outlet**

<u>Activity</u>	<u>Time from NTP Cumulative</u>
Substantial Completion of Northbound Liquor and Wine Outlet/ Obtain Certificate of Occupancy (No more than 12 months from Town of Hampton Approvals)	_____
Completion of Northbound Welcome Centers/ Obtain Certificate of Substantial Completion	_____

**Schedule for Southbound Welcome Centers and Liquor and Wine Outlet**

<u>Activity</u>	<u>Time from NTP Cumulative</u>
Substantial Completion of Southbound Liquor and Wine Outlet/ Obtain Certificate of Occupancy (No more than 15 months from Town of Hampton Approvals)	_____
Completion of Southbound Welcome Centers/ Obtain Certificate of Substantial Completion	_____

END OF FORM 4

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

**APPENDIX B – REQUIRED DETAILS OF THE PROPOSAL**

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

**APPENDIX B: REQUIRED DETAILS OF THE PROPOSAL**

This section defines the technical requirements of the Proposal for the Buyer/Developer. It includes requirements related to the Buyer/Developer's approach to the design and construction of the Welcome Centers, the development concepts, the facility management of the Welcome Centers as defined in the Master Development Agreement, and the overall approach to operations and maintenance, and overall Project Management. The submission requirements for the Proposer are summarized in Section 4.0: *PROPOSAL SCORING, EVALUATION AND SELECTION PROCESS* of this Proposal.

**APPROACH TO DESIGN AND CONSTRUCTION**

**General Approach**

The NHLC is interested in assuring that the redevelopment of these properties is undertaken with the traveling public in mind, and that the experience of using the Welcome Centers leaves a positive impression on the public traveling on Interstate 95 through this area each year. The facilities' architectural forms should convey themes consistent with and central to those embodied in New Hampshire's history, cultural and physical geography, and that are maintained at a level typical of Class A commercial property. It is desired that the Welcome Centers provide such essential services as fuel and EV Charging for cars; rest room facilities; visitor information area, car, truck, and bus parking; food services; drive-thru facilities; a convenience store; and wireless internet consistent with the Interstate Corridor Overlay District as defined by the Town of Hampton, NH. The provision of amenities and services provided at the Welcome Center are expected to be fully compliant with all applicable policies, procedures, laws, regulations, and codes applicable to this project.

The Buyer/Developer is to include a written description of its overall approach to the design and construction of the Welcome Centers. The Buyer/Developer is to describe methods for minimizing construction time, maximizing cost effectiveness, and avoiding delays that would result in the inconvenience to patrons and failure to meet the schedule proposed. The Buyer/Developer must describe its approach to assuring quality and promoting safety. The Buyer/Developer should include unique techniques or approaches used on other design/build projects that have resulted in the completion of the projects on time, on budget, and with a high level of satisfaction from the ultimate Owner.

Additionally, The NHLC is interested in the Buyer/Developer's approach to expansion and the maximization of customer services should be increased capacity be required. Proposers are requested to provide innovative ideas on how to maximize capacity during peak usage periods. The Buyer/Developer is also requested to consider innovative approaches in design that allows for temporary increased customer capacity to meet periods of extraordinary demand, such as holidays and peak tourism periods.

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

**Conceptual Plans**

The Proposal shall include conceptual plans, interior and exterior renditions, and other conceptual drawings that help to clearly demonstrate the engineering and architectural approach proposed for these facilities. All conceptual plans shall be provided by the Buyer/Developer in Topic 2, *Development Plans*, as outlined in Section B-1:*Development Concept Topics*. This information should be developed in a manner that easily conveys the concepts to the Selection Committee. The Proposal is to provide sufficient detail of the Welcome Centers and the interior and exterior features to allow the Selection Committee to evaluate the innovative approach to the overall design and the unique features of the interior and exterior surfaces that convey and satisfy the goals of the project. The conceptual layout must include all the features and amenities proposed for the Welcome Centers, including, but not limited to parking, fueling lanes, buildings, restrooms, retail and commercial spaces, and all other public and non-public areas proposed to properly meeting the requirements of this RFP. An aerial photo may be used to provide the existing conditions and it may be over-drafted to clearly identify the major features of the proposed new construction. Potential future construction such as additional parking may be indicated on the site plan as well. The NHLC may use the information provided by the successful Buyer/Developer as a way of demonstrating the future design of the Welcome Centers until such time that the Buyer/Developer develops more detailed information. The following sections define the specific submissions to be included in this RFP.

- The floor plans must show the major dimensions of the rooms which would include the labeling of each room, hallway, mechanical rooms, etc. Loading docks, dry storage, and freezer/cold storage must also be labeled. Public and private entrances must be indicated. Additional data that might be used to better understand the Proposal should be included on the building plans.
- Color-rendered exterior elevations of all buildings must be provided.
- The elevation views must show all sides of the buildings and indicate all major features. The features must be labeled in a manner that clearly indicates and describes the type of materials that are featured on the renderings. The types of materials or brand including the level of quality must either be shown or listed on a separate table that indicates the materials and equipment.
- Color-rendered interior elevations of all buildings must be provided.
- The interior elevations must show major features of the interior finishes such as floor coverings and walls. Like the exterior renderings the features and materials must be labeled or listed in detail on a separate sheet.

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

**DEVELOPMENT CONCEPTS AND MANDATORY NARRATIVE RESPONSES (40 points)**

Sections B-1 through B-4 below describes the required responses to Section 3.4 *Proposal Content*, of the RFP. Total number of points available for the Technical Proposal are outlined in Section 4.1, *Proposal Scoring*.

**B-1 DEVELOPMENT CONCEPT TOPICS (20 points)**

This subsection provides a series of topics related to the Development Concept of the Project that the Selection Committee will consider in selecting the Buyer/Developer.

- Topic 1: Welcome Center Concept** – The Selection Committee will evaluate the development concept for brand recognition, variety and feasibility to meet the broad needs of the Welcome Center users as described in the General Approach Section of Appendix B.
- Topic 2: Development Plans** – The Selection Committee will evaluate the Buyer/Developer’s plans, including northbound and southbound site plans at 1”=40’ scale, building floor plans and elevations at 1/8”=1’ scale, and Outline Specifications for construction elements, for development including Buyer/Developer’s plan for maintenance and protection of existing Liquor and Wine Outlet operations during construction of new Welcome Center, Liquor and Wine Outlets, and site improvements.
- Topic 3: Sustainability and Energy Performance** – The Selection Committee will evaluate the Buyer/Developer’s incorporation of sustainable design and energy efficiency in the development concept. Buyer/Developer should consider the use of EV Charging and solar arrays when addressing this topic.
- Topic 4: Considerations for Community Development** – The Selection Committee will evaluate the Buyer/Developer’s approach to communicating with and addressing community comment and concerns both during construction and operation of the Welcome Centers.
- Topic 5: Consideration for the Environment** – The Selection Committee will evaluate the Buyer/Developers approach to preserving, and proteting the awareness of the natural resources located on the properties including the archeological site on the southbound property.
- Topic 6: Technology** – The Selection Committee will evalute the Buyer/Developer’s use of technology to meet the requirements of the RFP including the use of innovative technology features use to enhance the user experience.
- Topic 7: New Hampshire theme** – All development concepts shall incorporate a New Hampshire theme. Such themes shall include elements of traditional New



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

Hampshire branding and/or culture such as “Granite State” and be truly “New Hampshire”.

- Topic 8: New Hampshire Liquor Commission** – The Selection Committee will evaluate the Buyer/Developer’s approach to incorporation of a liquor and wine outlet into each Welcome Center development plan. The plan will be evaluated for conformance to the layout and functional features depicted in the sample plans for a New Hampshire Liquor and Wine Outlet (included in Reference Documents). Proposals will also be evaluated for their ability to optimize public and employee liquor store parking during the construction of each Welcome Center.
- Topic 9: Marketing Strategy** – The Selection Committee will evaluate the Buyer/Developer’s approach to marketing and promoting the Welcome Centers. Marketing strategy shall also include approach to working with the NHLC to allow the NHLC to brand these stores and locations consistent with other NHLC branding standards.
- Topic 10: Growth Strategy** - The Selection Committee will evaluate the Buyer/Developers proposed strategy to deal with future growth and demand for new products, services, and technology.

**B-2 DEVELOPMENT MANAGEMENT PLAN TOPICS (5 points)**

This subsection provides a series of topics related to the Development Management Plan that the Selection Committee will consider in selecting the Buyer/Developer.

- Topic 11: Plan Content** – The Buyer/Developer shall provide an overview of their proposed Development Management Plan for Selection Committee evaluation. Providing examples of management plans from other developments is highlight encouraged. Selection Committee will evaluate the Plan for its focus in consistently maintaining state of the art Welcome Centers.
- Topic 12: Risk and Issue Management**  
Provide proposed methodologies for risk and issue management. Discuss NHLC and Buyer/Developer responsibilities. Be sure to identify any essential time constraints on NHLC actions. Escalation procedures will be defined in a Master Development Agreement between the NHLC and the Buyer/Developer.
- Topic 13: Quality Assurance Approach**  
Describe the methodology that will be employed to assure high quality Welcome Center service offerings. Discussion should include, but not limited to, provision for NHLC input in quality reviews and the standard for Buyer/Developer internal review of quality offerings.

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

**B-3 OPERATION AND MAINTENANCE PLAN TOPICS (10 points)**

This subsection provides a topic related to the operation and maintenance requirements of the Project that the Selection Committee will consider in selecting the Buyer/Developer.

**Topic 14: Operations and Maintenance Requirements** – The Buyer/Developer shall provide an overview of their Operation and Maintenance Plan for the Selection Committee evaluation. Providing examples of how the Buyer/Developer will operate and maintain the northbound and southbound facilities, including exterior and parking lot maintenance for the Liquor and Wine outlets, is highlight encouraged. All Operation and Maintenances activities shall be consistent with those requirements identified in Appendix C: *Master Development Agreement Requirements*.

**B-4 SCHEDULE (5 points)**

This subsection provides a topic related to the proposed schedule for the development of the Welcome Centers that the Selection Committee will consider in selecting the Buyer/Developer.

**Topic 15: Proposed Schedule**

The NHLC sees a detailed Schedule as essential to selecting a Buyer/Developer. Consequently, the NHLC will seek to incorporate the identified Schedule into the Master Development Agreement as provided on Form 4: *Proposed Schedule*.

- Provide a preliminary construction Schedule depicting major tasks, milestones and deliverables. Schedule should identify proposed deliverables, specially proposed occupancy date for each Liquor and Wine outlet. Include sufficient detail that the NHLC will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all deliverables to be produced in the development of the Welcome Centers. Ensure that all Deliverables and milestones are identified in the Schedule. Identify and discuss the following:
  - ✓ All assumptions upon which the Schedule is based;
  - ✓ Descriptions of recommended roles by activity and time required for both NHLC and Buyer/Developer;

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

- ✓ Assignments of members of the Buyer/Developer's team identified by role to specific tasks; and
- ✓ Critical success factors for the Project.

Discuss how this Schedule will be used and NHLC access to plan details, including resource allocation. Explain how the NHLC will know whether the Project is on schedule.

*Remainder of this page intentionally left blank*

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

**APPENDIX C – MASTER DEVELOPMENT AGREEMENT  
REQUIREMENTS**

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

**APPENDIX C: MASTER DEVELOPMENT AGREEMENT REQUIREMENTS**

**C-1 BUYER/DEVELOPER ORGANIZATIONAL AND AUTHORITY DOCUMENTS**

Prior to the closing of the Master Development Agreement, the selected Buyer/Developer must furnish the following documents to the NHLC:

- A certified copy of the Buyer/Developer’s articles of incorporation, certificate of formation, or its equivalent;
- A certified copy of the Buyer/Developer’s certificate of good standing;
- If a foreign entity, a certified copy of the Buyer/Developer’s certificate of authority or registration to transact business in New Hampshire;
- A certified copy of the Buyer/Developer’s bylaws, operating agreement, or its equivalent;
- A certified copy of the Buyer/Developer’s resolutions approving the transactions contemplated by the Master Development Agreement; and
- A certified copy of the Buyer/Developer’s incumbency certificate.

In addition, the NHLC may require a legal opinion letter from the Buyer/Developer’s counsel.

**C-2 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**

All RFP terms and conditions including but not limited to the following terms and conditions, shall constitute the basis for any and all Purchase and Sale and Master Development Agreements resulting from the RFP. The Buyer/Developer, and its sub-contractors and sub lessees will incorporate these terms and conditions into all subcontracts and sub leases.

**Effective Date**

The Master Development Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Master Development Agreement (the “Effective Date”).

**Commencement of Work**

The NHLC does not require the Buyer/Developer to commence work prior to the Effective Date; however, if the Buyer/Developer commences work prior to the Effective Date, such work shall be

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

performed at the sole risk of the Buyer/Developer. In the event that the Master Development Agreement does not become effective, the NHLC shall be under no obligation to pay the Buyer/Developer for any costs incurred or services performed.

**C-3 PROPERTY DESCRIPTION**

The NHLC is the owner of the Real Property located adjacent to Interstate 95/Blue Star Turnpike in Hampton, New Hampshire. Such property is currently designated as the northbound and southbound Hampton I-95 Liquor Properties in the Town of Hampton, New Hampshire, as more particularly described in the legal descriptions and shown on the plans provided in the Reference Documents as noted in Section 5: Reference Documents. Final property plans will be prepared by the successful Buyer/Developer and will identify final limits of the proposed Liquor and Wine Outlets and the ramps.

In the event of a conflict between the plans and the legal description, the legal description will control. Said premises will be hereinafter referred to as "the Real Property" and shall be for use in common with the State of New Hampshire and its patrons in accordance with the terms of this Master Development Agreement.

The final property plan and legal description provided in this RFP will be modified between Selection Committee recommendation and finalizing of the Master Development Agreement to account for final Liquor and Wine outlet sizes and locations.

**C-4 DEVELOPMENT REQUIREMENTS**

Development of the Hampton Welcome Centers shall take place within the limits of the Real Property described in Section 1 and shown in plans provided with in Section 5: *Reference Documents*. The Buyer/Developer must minimize customer inconvenience during the development process subject to the terms described herein. Furthermore, development activities shall be planned and scheduled to provide new facilities in the most expeditious manner possible. Once development activities are complete, the Buyer/Developer shall assume responsibilities for site operations. The Hampton Welcome Centers, including the Liquor and Wine Outlets, shall meet the program requirements identified herein. All plans and concepts shall be approved in writing by the NHLC as identified in Section C-10; *Design and Construction Requirements*. Liquor and Wine Outlet Plan reviewers will be the New Hampshire Liquor Commission.

All development concepts shall incorporate a New Hampshire theme. Such theme shall include elements of New Hampshire branding and/or culture such as "Granite State" and be truly "New Hampshire".

The Buyer/Developer will be responsible for all aspects of the project including, but not limited to:

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

- Demolition of the existing northbound and southbound liquor and wine outlets and parking areas (as required).
- All Welcome Center site work including proposed and permitted parking areas, buildings, sidewalks, fencing, landscaping, seating, lighting, signing, security, utilities, etc.
- If directed by the NHLC, construction of two, new minimum 22,000+/- gross square foot, ground-level liquor and wine outlets (northbound and southbound) which will be reimbursed by the NHLC for their operation and interior maintenance.
- All operation and maintenance on each site owned, including all exterior liquor store building and parking lot maintenance.

The Buyer/Developer shall be responsible for all development costs associated with the project including, but not limited to, demolition, construction, operation, and maintenance of the Hampton Welcome Centers as described in this Master Development Agreement. The Buyer/Developer may employ subcontractors/sub-lessees to deliver required services subject to the terms and conditions of this Master Development Agreement. The Buyer/Developer shall remain wholly responsible for performance of the entire Master Development Agreement regardless of whether a subcontractor/sub-lessee is used. The NHLC will consider the Buyer/Developer to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from this Master Development Agreement.

**C-5 PRODUCT OFFERINGS AND SERVICE STANDARDS**

The Buyer/Developer agrees to operate the Welcome Centers on I-95 in a highly efficient and attractive manner and to conduct its operations so as to make its facilities on the I-95 models of proper management, both for the service of the public and the winning of public esteem for the Buyer/Developer, its service and products, and for the State of New Hampshire as a whole. In this respect, the continuous maintenance of high-quality sanitation, cleanliness, food products, food service, fuel products, fuel service, personnel training, customer services and general operations are of the essence of this Master Development Agreement.

As to matters involving sanitation, cleanliness, food quality, personnel training, customer service and general operations, any facility operated by Buyer/Developer on the Real Property shall be conducted in strict accordance with the highest standards applicable to facilities of the same type. All such aspects of the Buyer/Developer's operations shall conform to the manual of operating data or comparable operating guidelines issued by the applicable franchisor as from time to time in effect.

The Buyer/Developer will be permitted to develop all legal uses as allowed in the Interstate Overlay District by the Town of Hampton. All food, drinks, beverages, confections, merchandise and other

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

items sold or kept for sale under this Master Development Agreement shall be wholesome and pure, and must conform in all respects to Federal, State and municipal laws, ordinances and regulations. All goods and services offered for sale must be in good taste and be considered appropriate, proper and consistent with the NHLC's obligations to the patron.

The Buyer/Developer shall, in and about the Welcome Centers, control the conduct, demeanor and appearance of persons doing business with it, as well as its agents, servants and employees, and exert reasonable control over the conduct of its customers, guests and invitees.

**C-6 TERM**

The Buyer/Developer's initial term of this Master Development Agreement shall commence when approved by Governor and Council. The Master Development Agreement shall last in perpetuity as long as both the Buyer/Developer and NHLC maintain ownership of their respective areas of the northbound and southbound parcels.

The prospective Buyer/Developer agrees that the Master Development Agreement will be updated regularly, no less than every five-years, to account for changes and considerations from both the Buyer/Developer and NHLC. The Master Development Agreement will also be updated immediately following proposed ownership or organizational changes.

**C-7 FUEL REVENUE PAYMENTS**

From and after the commencement of the Master Development Agreement, the Developer/Operator covenants and agrees to pay Fuel Revenue (Fuel and EV Charging if proposed) as provided in this section.

C-7.1 Payment

All fuel revenue shall be paid in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at such place as the State in writing may designate, without any set-off or deduction whatsoever (except as otherwise provided herein) and without any prior demand therefore. In the absence of such written designation, all Rent shall be paid at the office of the State, <<address>> payable to "NHLC".

C-7.2 Fuel Revenue

Annually from the date of substantial completion for the northbound and southbound liquor and wine outlets, the Developer/Operator shall pay annual Fuel Revenue (if fueling stations are proposed) equal to the sum of:

- (i) The number of gallons of fuel sold at the automobile fueling stations annually multiplied by the state mark-up per gallon amount identified on Form 3: *Fuel Revenue*.



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

C-7.3 EV Charging Revenue

Annually from the date of substantial completion for the northbound and southbound liquor and wine outlets, the Developer/Operator shall pay annual Fuel Revenue (if EV Charging stations are proposed) equal to the sum of:

- (i) The EV Charging gross revenue from all Charging Stations annually multiplied by the State percentage mark-up of EV charge gross revenue identified on Form 3: *Fuel Revenue*.

Such fuel rental payments shall be due on or before the annual substantial completion date as identified in the Master Development Agreement.

The Developer/Operator shall submit with each annual Fuel Revenue payment a statement of the total number of gallons of fuel sold at each of the automobile fueling stations and gross revenue from all EV Charging Stations during the preceding year. Such statement shall be certified to the NHLC by the Developer/Operator.

The Developer/Operator shall keep full, true, and accurate books and records conforming to generally accepted accounting principles showing both the gallons of fuel sold and EV Charging gross revenue for such Year, including all tax reports, dated cash register tapes, sales checks, sales books, bank deposit records and other supporting data. Within twenty (20) days after annual date as identified in the Master Development Agreement, the Developer/Operator shall furnish to the NHLC a statement, in a form satisfactory to the NHLC, signed and verified by an authorized officer of the Developer/Operator, of all such sales transacted during such month or portion thereof.

The NHLC hereby retains the right to audit all statements on an annual basis of sales, gallonage and receipts from the fuel sales and EV Charging Gross revenue in connection with such audits to examine all of the Developer/Operator's records of sales (including all supporting data from which such statements of sales, gallonage, EV gross revenue and receipts may be tested or determined), gallonage and receipts disclosed in any statements given to NHLC by the Developer/Operator; and the Developer/Operator shall make all such records readily available for such examination. If any such audit discloses that the actual sales transacted, gallons sold, EV gross revenue, or money received by the Developer/Operator exceed those reported, the Developer/Operator shall forthwith pay to the NHLC such additional Fuel Revenue as may be so shown to be payable and, if the excess so disclosed shall be more than 3% of the Fuel Revenue previously reported by the Developer/Operator, the Developer/Operator shall also then pay the reasonable cost of such audit and examination.

C-7.4 Interest

If the Fuel Revenue is not paid when due, interest shall accrue on the balance due beginning after the fifth (5<sup>th</sup>) calendar day following the mailing of written notice of nonpayment given by the NHLC to the Developer/Operator at a rate per annum of two (2%) percent above the federal funds rate but in no event to exceed the maximum rate allowed by law.

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

**C-8 PAYMENTS**

A \$25,000 non-refundable deposit shall be included in the separate, sealed envelope containing the Purchase Price as identified in Section 3.1: *Proposal Instructions and Deadline*. Deposit shall be in the form of a certified funds or a treasurers check made out to the NHLC. The non-refundable deposit shall be applied to the Purchase Price for the selected Buyer-Developer.

Final Purchase Price payment as identified in the RFP or BAFO (whichever is higher) shall be paid to the NHLC at the time of the signature of the Purchase and Sale Agreement.

**C-9 TAXES**

The Buyer/Developer shall duly pay or cause to be paid all taxes, assessments and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Real Property purchase by the Buyer/Developer. Except as otherwise identified or provided herein, the Buyer/Developer shall also duly pay or cause to be paid all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Welcome Center with the exception of any property or facilities associated with the Liquor and Wine outlet buildings. The Buyer/Developer may contest in good faith any such items, assessments and other charges, and in such event, may permit the taxes, assessments or other charges so contested to remain unpaid during any period, including appeals period when the Buyer/Developer is in good faith contesting the faith, so long as adequate reserves have been established and enforcement of the contested item is effectively stayed.

The Buyer/Developer is not required to pay property taxes on the Liquor and Wine outlets.

**C-10 CONSTRUCTION REQUIREMENTS**

The Buyer/Developer shall be solely responsible for and shall assume all risk with respect to construction or renovation activities on the Real Property. Any additional mapping, engineering reports, or investigations or analyses conducted prior or during construction in support of development of the Hampton Welcome Centers shall be provided to the NHLC by the Buyer/Developer.

All construction shall be performed using first class materials and workmanship in strict accordance with the approved plans and specifications.

Upon completion of final plans and specifications for the Hampton Welcome Centers, including Liquor and Wine Outlets, the Buyer/Developer shall submit to the NHLC said final plans and specifications prior to beginning construction together with the bonds and insurance certificates required under Section C-19 *Insurance and Bonds*. Upon the Buyer/Developer's receipt of approval

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

by the NHLC of the Liquor and Wine Outlet plans and specifications, such insurance certificate and such bonds, the Buyer/Developer shall without delay commence construction of the improvements contemplated in such plans and specifications and shall continue with all reasonable dispatch to complete the same on or before any applicable date for completion set forth in this Master Development Agreement or in any approval given by the NHLC under this section.

The parties agree to cooperate and consult with each other throughout the entire construction period, and the NHLC shall have the right to attend any meetings and to review the content of any communications the other Buyer/Developer may have with its contractors. Each party agrees to use all reasonable efforts to accommodate the legitimate concerns of the other party as long as those concerns are consistent with the duties, rights and responsibilities of the respective parties as outlined in this Master Development Agreement and attachments hereto. The NHLC and its authorized agents or representatives shall have access to the construction site at all reasonable times and the right to inspect construction work for compliance with the requirements of this Master Development Agreement. The NHLC shall be notified of the regularly scheduled, biweekly job meetings among the Buyer/Developer's inspecting architects and engineers and the contractor(s) performing such construction. The NHLC's duly authorized representative shall also receive copies of all minutes issued by the Buyer/Developer's inspecting architect or engineer with respect to each such biweekly job meeting.

The Buyer/Developer shall take or cause to be taken all safety precautions and programs in connection with its construction work as shall be reasonably necessary and/or which are required by federal, state or local regulation to prevent damage, injury or loss to employees of the Buyer/Developer or any of its contractors or subcontractors, to the traveling public, or to any other person, or to any property of the NHLC or of its patrons.

Without limiting the rights of the NHLC as set forth in Master Development Agreement, the Buyer/Developer covenants and agrees to defend (with counsel to be selected by NHLC in its sole and absolute discretion), indemnify, and save harmless the NHLC and NHLC from and against any and all claims, demands, suits, actions, judgments, recoveries, and expenses, including but not limited to the fees and expenses of attorneys, against or incurred by the NHLC in connection with any claim by any contractor, subcontractor, workman, material supplier, design professional or any other party on account of work performed or goods or services delivered in connection with the performance of any repairs, redecorating, remodeling or construction on the Real Property.

Requirements During Construction

The existing Liquor and Wine outlets and 100 existing parking spaces each side shall remain operational to the same level as current throughout the development process by the

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

Buyer/Developer. Interior maintenance of the existing liquor store buildings shall be the responsibility of NHLC during construction.

The Buyer/Developer shall provide portable restroom facilities on site during construction for use by I-95 travelers during construction. Such facilities shall be compliant with state and local codes and Americans with Disabilities Act (ADA) and be fully functional before the existing restroom facilities are demolished. A heated facility containing hand washing facilities and a minimum of three (3) men's and three (3) women's portable toilets shall be provided. These portable restrooms shall be kept clean and emptied as frequently as needed. These restroom facilities shall be separated from any toilet facilities the Buyer/Developer provides for construction staff.

The Buyer/Developer shall conduct a pre-construction meeting, as scheduled in his Project Work Plan, for each site after which, it must assume maintenance responsibilities at the site as described in Appendix C.

Essential Services must be provided without disruption during construction. Essential Services are defined as maintaining 100 parking spaces each side, parking lot lighting, utilities (electric, water, sewer, etc.), portable restrooms, and access to the Liquor and Wine outlets. The NHLC reserves the right to address any health or public safety related issues caused by the failure to maintain Essential Services and charge the Buyer/Developer.

Opportunity to Close Liquor and Wine Outlets During Construction

The Buyer/Developer has the option to close the existing Liquor and Wine Outlet(s) once for a period of up to thirty (30) consecutive calendar days during the construction of a new Welcome Center and Liquor and Wine Outlet. If the Buyer/Developer elects this option it shall provide at least 60 calendar days advanced written notice to the NHLC and shall compensate the NHLC an amount equal to 110% of the Gross Profit for the effected calendar days based on the previous year's sales plus/minus current sales trend of previous three full months sales, as documented by NHLC, for the existing effected operations. The Buyer/Developer shall modify existing as well as furnish and install new signage to alert the public of such liquor store closure at least 30 calendar days in advanced of said closure.

Reimbursement of Liquor Stores by NHLC

The NHLC shall reimburse the Buyer/Developer for the construction of each liquor store, terms shall be as follows:

- NHLC shall pay the Buyer/Developer an amount for mobilization of approximately 15% of the estimated construction cost of the southbound liquor store building within 30 days of the signing

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

of the Master Development Agreement;

- Buyer/Developer will invoice NHLC monthly for the southbound liquor store building based on percent complete minus retainage;
- NHLC shall pay the Buyer/Developer an amount for mobilization of approximately 15% of the estimated construction cost of the northbound liquor store building within 30 days of commencement of construction at the northbound site;
- Buyer/Developer will invoice NHLC monthly for the northbound liquor store building based on percent complete minus retainage;
- Retainage at both sites will be release following issuance of certificate of occupancy and approval of NHLC;
- Estimated construction cost will be based on NHDPW cost estimating models and shall not exceed and be reimbursed up to a value of \$26,830,000.00.

Construction Project Work Plan

Prior to signing the Master Development Agreement, the Buyer/Developer shall prepare and submit a construction Project Work Plan to the NHLC for review and approval. This Plan shall accurately reflect the status of the Project schedule, tasks, deliverables, critical events and task dependencies at each site. This Plan shall be updated as necessary, but not less than once every two weeks. Any significant changes to the construction Project Work Plan shall require the prior approval of the NHLC. Unless otherwise agreed in writing by the NHLC, changes to the construction Project Work Plan shall not relieve the Buyer/Developer from liability to the NHLC for any damages resulting from the Buyer/Developer's failure to perform its obligations under this Master Development Agreement.

In the event of a delay in the schedule, the Buyer/Developer shall immediately notify the NHLC in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Buyer/Developer or NHLC causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the Project. The schedule shall automatically extend on a day-to-day basis to the extent that the NHLC's execution of its major tasks takes longer than described in the construction Project Work Plan.

Licenses and Permits.

The Buyer/Developer shall promptly comply with all statutes, ordinances, rules and regulations of any government whether federal, state, county or municipal or any department, agency or state thereof applicable to the Real Property or any construction therein or renovations thereof or to the Buyer/Developer's activities therein and shall apply for and obtain in a timely manner, at its sole cost and expense, all necessary federal, state and municipal approvals and permits necessary for the

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

commencement of construction, the occupation of buildings once renovated and the conduct of the Buyer/Developer's activities as contemplated herein. The Buyer/Developer agrees to make any reasonable alterations to the Real Property as contemplated that may be necessary to obtain any required approval or permit. The Buyer/Developer agrees that the NHLC shall not be liable to the Buyer/Developer for any damages, compensation for lost profits, reimbursement for funds expended or any expense whatsoever due to the failure of Buyer/Developer to obtain an approval or permit.

Completion of Liquor and Wine Outlets

The Buyer/Developer shall be responsible for substantial completion of both the northbound and southbound liquor stores within 365 days of notice to proceed unless an extension is granted by the NHLC. Failure to complete substantial completion shall result in liquidated damages in the amount equal to 110% of the Gross Profit for each effected calendar day for either or both of the northbound and southbound Hampton liquor and wine outlets based on the previous year's sales, as documented by NHLC, for the existing effected operations.

**C-11 DESIGN AND CONSTRUCTION REQUIREMENTS FOR LIQUOR AND WINE OUTLET BUILDINGS**

The Buyer/Developer shall provide the NHLC with the Design Deliverables as defined in this Master Development Agreement for the Liquor and Wine Outlet Buildings only in accordance with the terms herein. Upon its submission of a Design Deliverable, the Buyer/Developer shall represent that it has performed its obligations under the Master Development Agreement associated with the Design Deliverable. Design Deliverables associated with Liquor and Wine Outlet design, including but not limited to plans and specifications, shall be submitted for review and approval by the NHLC at the following milestones:

- 30% Design Phase (*Note - The concept plans included with the RFP are assumed to represent 30% design plans*)
- 80% Design Phase
- 100% Design Phase
- As-builts drawings – Post-construction Phase (following completion and acceptance of construction)

The aforementioned Design Deliverables shall be prepared consistent with the New Hampshire Department of Public Works standards for site/utility work including but not limited to The Buyer/Developer shall assume a fifteen (15) business day review and approval period by the NHLC for each design phase in their overall schedule.

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

Design Deliverables Review

Prior to the commencement of work on Design Deliverables, the Buyer/Developer shall provide to the NHLC a table of contents, template, draft or sample document for review and prior written approval by the NHLC.

The NHLC will review and either approve the proposed content for the written Design Deliverable or not accept it within fifteen (15) business days and specify what the NHLC requires. The finalized table of contents, template, or a draft or sample document, will then be utilized to review the Design Deliverable to ensure it has met the NHLC's expectations and can be accepted or not accepted based on previously agreed upon criteria and the requirements of this Master Development Agreement.

After receiving written Certification from the Buyer/Developer that a Design Deliverable is final, complete, and ready for review, the NHLC will have fifteen (15) business days to review the Design Deliverable and the NHLC will notify the Buyer/Developer in writing of its acceptance or rejection of the Design Deliverable. If the NHLC rejects the Design Deliverable, the NHLC will notify the Buyer/Developer, in detail, of the nature of the Deficiency and the Buyer/Developer must correct the Deficiency within five (5) business days or such other time period the NHLC may require in writing.

Upon receipt of the corrected Design Deliverable, the NHLC will have fifteen (15) business days to review the corrected Deliverable and notify the Buyer/Developer of its acceptance or rejection thereof.

Liquor and Wine Outlet Buildings

The Buyer/Developer will be responsible for constructing a one (1) story ground-level building on the northbound and southbound properties to house a liquor and wine outlet building to be paid for by the NHLC for their operation. The Buyer/Developer will design and construct the liquor and wine outlets, which will be 22,000 GSF+/- . Liquor and Wine outlet building layout shall be similar to representative sample plans of the Portsmouth Circle Store as included in Section 5: *Reference Documents*.

Each proposed liquor and wine outlet shall be either a free-standing building or a connected building to the proposed Welcome Center building. Frontage and patron access shall be similar for both buildings. A single building will be allowed for both the liquor and wine outlets and Welcome Center, but will require an additional, separate entrance to the liquor and wine outlet building. The Buyer/Developer shall be responsible for constructing the exterior of the building with matching exterior finish (siding, windows, doors, etc.) to the proposed Welcome Center building. Two (2) at-

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

grade delivery/loading docks with dock seals and manual levelers shall be provided at the rear or side of the building connecting to the Welcome Center parking lot.

Size of warehouse/storage area shall be proportional to the area shown for the Portsmouth Circle Store plans.

Each Liquor Building shall be turnkey. Materials, finishes, and layout shall be approved by the NHLC and shall be similar to Portsmouth Circle Store. Location and design of the northbound and southbound liquor properties approved by the NHLC prior to the beginning of construction.

A set of plans and building specifications can be found in Section 5: *Reference Documents*. It is intended that the Buyer/Developer will provide same or better materials and products as defined in these specifications. Buyer/Developer is encouraged to visit the Portsmouth Circle Liquor and Wine Outlet to gather information on the building layout and materials. Interested Buyer/Developers may contact Andrew Davis, NHLC, at NHLC.HAMPTON@liquor.nh.gov to arrange for a tour of the Portsmouth Liquor and Wine Outlet.

The NHLC will provide direction on electrical and plumbing requirements, and interior wall locations. Building layout, materials and specifications are to be same or better to those shown on the representative sample liquor store plans and specifications and be subject to the approval of the NHLC.

The liquor stores as defined above shall be completed and accepted by the Commissioner for the NHLC as identified in Section 1.8: *SCHEDULE*.

The NHLC reserves the right to install Automatic Teller Machines (ATM's) in liquor and wine outlet buildings only. The Buyer/Developer shall be allowed non-exclusive rights to install ATMs at other locations in the Welcome Centers.

Final Plan Approval for Liquor and Wine Outlet Buildings

The NHLC reserves the right to require specific design standards, revisions, alterations, modifications, or other requirements it deems necessary to provide optimal comfort, convenience, safety and service at the Liquor and Wine Outlet buildings. The NHLC reserves the right to integrate signage for the Liquor and Wine Outlet Buildings into Hampton Welcome Center signage. The NHLC will have final plan approval on all building/site/parking lot designs including any changes, including location and visibility of the Liquor and Wine Outlets.

Inspection by New Hampshire Department of Public Works (NHDPW)



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

The New Hampshire Department of Public Works will be responsible for overseeing inspection of the Liquor and Wine Outlets only to ensure that all identified design requirements, codes, and regulations identified in this RFP are met.

## **C-12 ENVIRONMENTAL CONDITIONS**

### Environmental Conditions

The NHLC makes no representation or warranty as to the condition of the purchased property. The NHLC encourages the Buyer/Developer to evaluate existing conditions of the property prior to purchase. Documentation of the existing environmental conditions shall be at the Buyer/Developer's expense.

The Buyer/Developer shall not be liable for pre-existing conditions except those pre-existing conditions for which they are already legally liable or accountable (due to previous operations at the sites under separate lease agreements). Should the Buyer/Developer discover a pre-existing condition that requires remediation, the Buyer/Developer shall perform such remediation in accordance with all applicable laws and regulations.

## **C-13 FACILITIES MANAGEMENT PLAN**

### Context / Goals of the Plan

The Buyer/Developer is responsible for all maintenance, repair, replacement, and upgrade of all equipment and/or systems throughout the facilities, except for the interior of the Liquor and Wine Outlets. The Buyer/Developer shall prepare and submit to the NHLC for approval a detailed Facilities Management Plan prior to Welcome Center opening for review. The goals of the Facilities Management Plan shall be:

- To maintain and repair facilities consistent with operational needs, customer expectations, and economic operation throughout their useful life.
- To provide for the systematic replacement of obsolete or non-functional systems.
- To meet future expectations of customers in a planned, systematic manner.

The plan must address the overall approach to achieving these goals, including, but not limited to, the following elements:

- Maintain a complete inventory of facilities, space utilization, and building system descriptions.
- Perform facility condition assessments/audits at least annually (to identify the condition of all buildings/building systems and deficiencies requiring correction).

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

- Define the required level of maintenance/repair performance (performance standards).
- Define a method to prioritize deficiencies/facility needs (should address safety and environmental compliance, operational impact, customer expectations, and economical operation).
- Define a process for work identification, planning, prioritization, design, and construction; must include an automated work order tracking system.
- Define performance indicators and performance measures and their reporting.
- Define how program performance will be documented and communicated to the NHLC.

The NHLC shall participate in the condition assessments of all facilities, in the prioritization of requirements/deficiencies, and the establishment of performance standards and performance measures.

Plan Contents

The Facilities Management Plan shall demonstrate a detailed approach and organization. Components of this plan shall include, but not be limited to, the following:

- Custodial Services
- Landscape Management (including grounds maintenance and landscaping)
- Winter Maintenance
- Emergency Response
- Facilities Maintenance and Repair
- Major Capital Improvements (such as renovation, major modifications, expansions/additions)
- Site Maintenance (including signing, striping, drainage)
- Furniture, Fixtures and Equipment
- Utilities/Energy Management
- Building and Site Security
- Pest Control
- Environmental Compliance and Pollution Prevention

Each of these components shall be fully described in the Facilities Management Plan. For each component, the plan should describe work processes to be used, proposed activities to be performed and their frequencies (daily, weekly, monthly, semi-annually, annually, etc.), proposed performance standards, proposed performance measures, management controls (i.e., monitoring, reporting, and corrective action), and assignment of responsibility and accountability for performance.

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

Specific Requirements

*Custodial Services*

The Buyer/Developer must include in the Facilities Management Plan a description of the daily, weekly, monthly custodial services to be performed in all areas of the building (except the interior of the Liquor Store), performance standards for these services, and assignment of responsibility and accountability for these services.

*Landscape Management and Grounds Maintenance*

This Buyer/Developers Facilities Management Plan must address litter/debris removal (entire site), landscape management (including non-environmentally detrimental fertilizing and herbicide application, mulching, pruning, planting of native vegetation, watering, mowing, etc.), fencing, sidewalks, parking areas and driveways. Snow and ice control, including but not limited to, plowing and salting shall be addressed in this section.

Stormwater run-off treatment and drainage system maintenance shall be addressed in this section.

*Emergency Situations / Response*

The Buyer/Developer's Facilities Management Plan shall address handling facility-related emergencies (such as broken water/sewage pipes, loss of power, building systems failure, fuel spills, etc.) involving the call out of tradesman including:

- Protocol and communications with NHLC
- Approach to continuity of utility services during emergency situations.
- Proposed response time to the site, management responsibility and accountability, performance standards, performance measures, and reporting.
- Proposed emergency power system requirements.
- Proposed spill containment and clean-up requirements.

*Facilities Maintenance and Repair*

The Buyer/Developer's Facilities Management Plan shall address recurring or preventive maintenance and non-recurring repairs to building systems and equipment including:

- A description and a defined process for work identification, validation, planning, prioritization, design, construction, and quality assurance/quality control of work performed.
- A program of preventive maintenance in order to keep the facilities and equipment for

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

which they are responsible in good working order.

*Capital Repairs, Renovation, Modernization, Expansion*

The Buyer/Developer's Facilities Management Plan shall include a proposed process for work identification, validation of need, planning, prioritizing, design, construction, and QA/QC of work performed. As with all components, Buyer/Developer must address performance standards, measures, management controls, responsibility, and accountability. Buyer/Developers will be expected to keep their facilities furnished and decorated in the most modern and effective manner to create the greatest earning potential and customer satisfaction. The NHLC must approve in writing any major repairs, renovation, modernization, or expansion that may affect the Liquor and Wine Outlets prior to their execution in accordance with the following requirements:

- The Buyer/Developer will submit preliminary plans, specifications, schedule, and detailed cost estimates to the NHLC for review and comment.
- Final plans, specifications, and costs must be approved in writing before proceeding with work.

The NHLC shall have the right to inspect all construction, renovation, and repairs to ensure compliance with approved plans and specifications, and to ensure the safety of customers.

*Furniture, Fixtures, and Equipment*

The Buyer/Developer's Facilities Management Plan shall address managing the life cycle of furniture, fixtures, and equipment (non-real property assets) associated with their facility operation. It is recommended Buyer/Developers use recycled and low emitting materials in furniture, fixtures and equipment (i.e. benches made from recycled plastic bottles and carpets and upholstery that do not contain formaldehyde).

*Utilities/Energy Management/Plant Management*

The Buyer/Developer's Facilities Management Plan shall address supply of utilities, energy management, and sewage treatment facilities management.

*Building and Site Security*

The Buyer/Developer shall describe its approach to security to prevent incidents and how it would respond to incidents, should they occur. This includes site lighting, 24-hour surveillance cameras, electric access gates, and physical security at buildings and grounds. 24-hour surveillance cameras with minimum of 72 hours storage time shall be installed, maintained, and monitored by the Buyer/Developer throughout the Welcome Center Buildings, exterior of liquor store buildings and sites.

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

*Pest Control*

The Buyer/Developer is responsible to employ an extermination service to perform all extermination both inside and outside each building, and on such terms and demand as the health requirements may require to keep same free from all roaches, rodents and all other vermin. The Buyer/Developer shall be responsible for extermination on the outside of the liquor store buildings only.

*Environmental Condition, Compliance and Pollution Prevention*

The Buyer/Developer's Facilities Management Plan shall manage environmental compliance and measures to prevent pollution from occurring. The Buyer/Developer shall comply with the requirements of all federal, state, and local regulatory requirements associated with the development, operation, and maintenance of the Welcome Center.

Performance will be measured based on benchmark levels established by the Buyer/Developer and approved by the NHLC at the commencement of the Master Development Agreement for environmental contamination at each Welcome Center site. The Buyer/Developer shall be responsible for, among other things, identifying, remediating, packaging, manifesting, reporting, record keeping, handling, transporting and legally disposing of all hazardous and non-hazardous liquid or solid wastes generated by its operation of the Welcome Centers.

The Buyer/Developer is responsible for meeting all applicable state and federal requirements including, but not limited to, stormwater control.

The Buyer/Developer is responsible for securing all environmental permitting necessary for this Project.

**C-14 OPERATIONS AND MAINTENANCE REQUIREMENTS**

This section identifies the Operations and Maintenance responsibilities and requirements for the NHLC and Buyer/Developer following initiation of construction of the Welcome Center facilities within the Real Property.

NHLC Responsibilities

The NHLC, at its expense, shall maintain and make repairs and replacements to the following:

- The interior of the liquor and wine outlets.
- The exterior of the liquor and wine outlets if stand alone buildings.

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

Buyer/Developer Responsibilities

The Buyer/Developer shall be responsible, at Buyer/Developer's sole cost, for all repairs, maintenance and replacements on the Real Property of every nature and description for which the NHLC is not expressly made responsible hereunder.

The Buyer/Developer shall restripe the parking lots annually unless striping condition is sufficient such that this requirement is waived by the NHLC.

Buyer/Developer Operations and Maintenance Requirements – General:

The Buyer/Developer must:

- Provide ***food-related services*** to all Welcome Center users with a well-trained, efficient, and courteous staff.
- If provided, provide ***automobile fuel and associated automobile products, including EV Charging Station*** to Welcome Center users with a well-trained, efficient, and courteous staff.
- Provide facilities which are attractive, pleasant to use, and meet the highest standards of cleanliness.
- Serving products in a prompt and timely manner with a high level of customer service
- Ensure the operating standards practiced on I-95 are of the highest caliber.

Area Assets, Branding/Sponsorship/Marketing

The NHLC reserves any and all rights for the purpose of developing, implementing, operating, and marketing a branding/sponsorship program for the Liquor and Wine Outlets. Such rights include, but are not necessarily limited to, naming of structures or areas, logo affixation, advertising, payment programs, media tie-ins, marketing partnerships with tourist, entertainment and sports destinations, content, and Web sites.

Area Concepts and Services

In order to avoid any conflict or potential conflict with rights associated with the branding/sponsorship program, the Buyer/Developer shall provide to the NHLC all relevant information and documentation that describes and defines:

- The concept, service, or tie in (“ancillary concept”).
- The rights that would be acquired from or passed through to the franchiser.
- How it would be implemented and managed.
- How it would affect and/or benefit customers.
- The period of time that it would be operated.

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

Common Area

The Buyer/Developer is responsible for any common areas created at the Welcome Center buildings.

Signs-Advertising-Promotions

The Buyer/Developer shall furnish, install, and maintain all Welcome Center signage on the Turnpike and within the Welcome Centers in accordance with the MUTCD as it exists from time to time and state law and policies related to outdoor advertising. The Buyer/Developer will be responsible for designing the advertising logo for the aforementioned signage. The NHLC will have input on Welcome Center signage as it relates to signage and branding for the Liquor and Wine Outlets.

The NHLC reserves the right to install interior and exterior signage at the Liquor and Wine Outlets at its discretion and expense.

Staffing

The Buyer/Developer must provide adequate staffing levels necessary to provide quality service during normal and peak periods. A manager must be assigned to any food service operation.

The supervision and maintenance of the Real Property shall be under 24 hours per day, 7 days per week constant and direct supervision of a trained, qualified, and experienced manager employed by the Buyer/Developer to respond quickly and decisively in all matters affecting the operation of the premises. The Facilities Management Plan shall include specific policies and procedures relating to the safety and security of all patrons and staff of the Welcome Center. If provided, self-service automobile fueling stations must be staffed during hours of operation consistent with the Welcome Center for the convenience and safety of the traveling public.

Prices

**a) Food Prices.** The Buyer/Developer agrees that the range of prices charged by it for food, merchandise and services sold or rendered shall be reasonably suited to the traveling public at large and shall be in keeping with prices charged for comparable food, merchandise and services sold on other NH turnpikes, if existing.

**b. Fuel Prices.** The Buyer/Developer agrees that the range of prices charged by it for fuel and automobile products sold or rendered shall be reasonably suited to the traveling public at large and shall be in keeping with prices charged for comparable fuel and automobile products sold on other NH turnpikes, if existing.

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

Utilities

The Buyer/Developer shall make all arrangements with governmental authorities and public utilities, provide and pay directly (and assume all risk of service interruptions) for all utilities and like services (including, without limitation, permitting, installation, maintenance, use and servicing), including, without limitation, water, sewer, oil, gas, electric, cable and telephone, used at the Real Property and otherwise in connection with the improvements and all deposits or bonds in connection therewith. The Buyer/Developer is responsible for securing all permitting required to install and operate all utility services to the Welcome Centers.

Exceptions to the above include:

- Utility consumption for operation of liquor and wine outlets. This service shall be metered separately at the Buyer/Developers expense and service paid for by the NHLC.

Dangerous Materials

The Buyer/Developer shall not keep on premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous with the exception of automobile fuel and diesel (if provided) or cooking fuels.

Tolls

Toll free passage will not be granted to the Buyer/Developer(s) or their employees or suppliers.

Emergency Generator

Emergency generator(s) shall be installed as part of the total renovation/construction of the Welcome Centers, the cost will be borne by the Buyer/Developer. The NHLC reserves the right to specify the brand/type of the emergency generator(s). Such installations shall conform to DES requirements as they exist at the time.

Litter/Debris Removal

The Buyer/Developer shall regularly police the parking areas (car, truck, bus, RV and employee lots), sidewalks, adjacent areas, landscape and grass areas for litter and debris removal.

Site Lighting

The Buyer/Developer will install outdoor site lighting as part of the construction of the Welcome Centers and may require focused illumination of certain signage and/or messaging. The costs are to be borne by the Buyer/Developer. The Buyer/Developer will be responsible for maintenance and re-lamping. All lighting shall be full cutoff and energy efficient.



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

Preventive Maintenance

The Buyer/Developer will be financially responsible for all maintenance, repair, replacement, and upgrade of all equipment and/or systems throughout the facilities as identified in the Master Development Agreement.

Restrooms

Buyer/Developer shall be responsible for cleaning, repairing, and maintaining (including replacement of broken fixtures) all restrooms. The Buyer/Developer shall hire a professional cleaning service to perform a complete cleaning and sanitizing of the restrooms on a monthly basis. The Buyer/Developer shall not install or permit others to install facilities for pay toilets. The NHLC places strong emphasis on the upkeep and cleanliness of restroom facilities.

Operations Review

The Buyer/Developer shall review its operations and maintenance requirements with the designated representatives of the NHLC as identified in the Master Development Agreement and at such other times as such representatives may request.

**C-15 COMPLIANCE WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Master Development Agreement, the Buyer/Developer shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Buyer/Developer, including, but not limited to, civil rights and equal opportunity laws. The Buyer/Developer shall also comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of the Master Development Agreement. In addition, the Buyer/Developer shall comply with all applicable copyright laws.

During the term of this Master Development Agreement, the Buyer/Developer shall not discriminate against employees or applicants for employment in violation of applicable state or federal laws, including but not limited to non-discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

The Buyer/Developer shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Buyer/Developer further agrees to permit the state, or United States, access to any of the Buyer/Developer’s books, records,

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

and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms, and conditions of the Master Development Agreement.

**C-16 EMERGENCY CLOSING**

In the event of an emergency, the NHLC reserves the right to close or divert patrons away from the Welcome Centers when such action in the view of the designated representatives of the NHLC or New Hampshire Department of Transportation (NHDOT) is in the best interest of the health and safety of the traveling public and the Buyer/Developer agrees that it shall have no claim against the NHLC.

**C-17 AMENDING MASTER DEVELOPMENT AGREEMENT**

The Master Development Agreement will be amended and updated (as necessary) at least every five (5) years or when a reasonable request to amend is proposed by either the Buyer/Developer or NHLC.

**C-18 MASTER DEVELOPMENT AGREEMENT DISPUTE RESOLUTION**

The Chief Administrator of the NHLC, or his or her successor, shall be the NHLC’s representative. In the event of any dispute governing the interpretation of this Master Development Agreement, the Administrator’s decision shall be final for the NHLC as defined below.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table.**

<u>LEVEL</u>	<u>&lt;BUYER/DEVELOPER&gt;</u>	<u>THE NHLC</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Initial	<NAME> <TITLE>	NHLC Chief Administrator	5 Business Days
Final	<NAME> <TITLE>	NHLC Chairman	10 Business Days

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

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

**C-19 INSURANCE AND BONDS**

Insurance and Bonds Required During Construction

During the construction of the Project, Buyer/Developer or its construction manager/general contractor shall provide the following insurance. Each insurance policy, with the exception of Workers' Compensation and Professional Liability insurance, shall list NHLC as an additional insured. Such insurance shall be primary insurance and per project aggregate endorsement shall apply:

- A. Workers' Compensation Insurance with Statutory Limits of the applicable Worker's Compensation law, and Employer's Liability with minimum limits of \$500,000 each accident, \$500,000 for Bodily Injury by disease each employee, and \$500,000 policy limit for Bodily Injury by disease policy limit. If the Buyer/Developer or its construction manager/general contractor is a qualified worker's compensation self-insurer, then (i) prior to its commencement of the construction the Buyer/Developer or construction manager/general contractor shall certify to the NHLC that it is in compliance with, or exempt from the requirements of N.H. RSA 281-A, and (ii) the construction manager/general contractor waives any right of recovery it may have or acquire against the NHLC by reason of the Buyer/Developer or construction manager/general contractor's having paid worker's compensation benefits as a self-insurer.
- B. Commercial General Liability Insurance, covering all operations of Buyer/Developer and its construction manager/general contractor, written on an occurrence basis, with the following minimum limits: \$1,000,000 each occurrence \$3,000,000 general aggregate (which limit shall apply separately to the construction project); and \$3,000,000 products and completed operations aggregate. Coverage shall include (by the terms of the policy or by appropriate endorsements) premises and operations (including coverage for explosion, collapse, and underground hazards), products and completed operations, contractual liability coverage, (with no exclusions for third party action over related suits), broad form property damage liability (including completed operations of subcontractors), and personal and advertising injury liability coverage. The NHLC shall be included as additional insured, and the policy shall include an endorsement that waives the insurer's rights of subrogation against the NHLC. The NHLC reserves the right to adjust these mandatory coverage limits as it deems appropriate under the circumstances.
- C. Business Automobile Liability Insurance, covering all vehicles, whether owned, non-owned, hired, or borrowed, used by Buyer/Developer and its construction manager/general contractor for any

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

operations both on and off the Premises, with a minimum limit of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage. The NHLC shall be included as additional insured.

D. Umbrella Liability Insurance excess of the primary liability policies described above. The limits of liability provided will not be less than \$10,000,000 each occurrence, \$10,000,000 products and completed operations, and \$10,000,000 general aggregate. The aggregate shall apply per project or per location. The NHLC shall be included as additional insured.

E. Pollution Liability Insurance, covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from the operations and completed operations of the Buyer/Developer or its construction manager/general contractor or its subcontractors, with coverage limits of not less than \$5,000,000 per incident. The NHLC shall be included as additional insured.

F. Professional Liability Insurance covering professional design services to be performed by consultants, designers, architects, or engineers by or on behalf of Buyer/Developer and/or its construction manager/general contractor, with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. This policy shall cover “Wrongful Acts,” meaning negligent actions, errors, or omissions by the Buyer/Developer, and its subcontractors, arising from or in any way related to design work, engineering work, and environmental consulting work performed in furtherance of the Project. The NHLC reserves the right to adjust these mandatory coverage limits as it deems appropriate under the circumstances.

G. Commercial property or builders’ risk insurance on an “all risk” or equivalent policy for, including, without limitation, insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and debris removal. Such insurance shall (i) cover all equipment, machinery, supplies and other property intended to be permanently incorporated into the project, (ii) apply to such property while it is located at the Premises or located at temporary off-site or staging areas, or while in transit to the Premises, and (iii) have limits not less than 100% of the replacement value of the improvements. The policy will include an endorsement that waives the insurer’s rights of subrogation against the NHLC. Business income coverage shall include, but is not limited to, loss of lease payments, rental income, and other types of income that may be applicable. The NHLC shall be included as additional insured.

**H. Completion Bond**

The Buyer/Developer shall furnish the NHLC with a Completion Bond, with the NHLC as Obligee, in an amount equal to the estimated construction cost of the Liquor and Wine Outlets only as identified in

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

the appropriation prior to the start of construction. The Buyer/Developer shall bear the full expense of both the initial cost for the Completion Bond. If such is not provided, the award may be nullified. The Buyer/Developer may secure separate bonds for each site should the northbound and southbound sites be constructed sequentially. Should the Buyer/Developer progress construction of both southbound and northbound sites concurrently, then the Buyer/Developer shall furnish the NHLC a Completion Bond for the liquor and wine outlets equal to the full amount of the estimated construction cost for both the northbound and southbound sites.

The Completion Bond shall be in a form and substance satisfactory to the NHLC. The Completion Bond shall be issued and maintained by the Buyer/Developer in full force and effect until completion of all Project construction. The Buyer/Developer or any of its sureties shall not be released from their obligations under the Completion Bond from any change or extension of time, or termination of this Master Development Agreement. The Completion Bond shall contain a waiver of notice of any changes to this Master Development Agreement.

The underwriter of the Completion Bond must have a rating of no less than B+ based upon the current A.M. Best (credit rating agency in the insurance industry) rating guide and with a Department of Treasury listing sufficient to cover projected NHDPW cost estimate at the time of construction.

The Completion Bond shall secure the performance of the Buyer/Developer, including without limitation performance of the design and construction phases of the Welcome Centers in accordance with this Master Development Agreement and shall secure any damages, cost or expenses resulting from the Buyer/Developer's default in performance or liability caused by the Buyer/Developer. The Completion Bond shall become payable to the NHLC for any outstanding damage assessments made by the NHLC against the Buyer/Developer if there is a default. An amount up to the full amounts of the Completion Bond may also be applied to the Buyer/Developer's liability for any administrative costs and/or excess costs incurred by the NHLC in obtaining similar services to replace those terminated as a result of the Buyer/Developer's default. In addition to this NHLC liability, the NHLC may seek other remedies.

The NHLC reserves the right to review the Completion Bond and to require the Buyer/Developer to substitute a more acceptable Completion Bond in such form(s) as the NHLC deems necessary prior to acceptance of the Completion Bond.

**I. Form of Policies and Certificates**

The insurance policies required hereunder shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance.

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

The Buyer/Developer and/or its general contractor/construction manager shall furnish to the NHLC the certificates of insurance for all insurance required under this Master Development Agreement. All policies of insurance shall be endorsed to provide that the insurance company shall endeavor to provide written notice to the NHLC at least thirty (30) days prior to the effective date of any cancellation or adverse material change of such policies (ten (10) days in the event of non-payment). The certificates of insurance and any renewals thereof shall be attached to the Master Development Agreement and are incorporated therein by reference.

The insurance certificate should list the Certificate Holder in the lower left-hand block as:

State of New Hampshire, by and through the NHLC  
50 Storrs Street  
Concord, NH 03301

**J. Deductibles or Self-Insured Retentions**

All deductibles and self-insured retentions are the sole responsibility of the Buyer/Developer or its general contractor/construction manager. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance. No retention (deductible) shall be more than \$75,000.

**K. Waiver of Rights of Recovery and Waiver of Rights of Subrogation**

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the NHLC where applicable on all policies.

The Buyer/Developer waives all rights of recovery against the NHLC for loss or damage covered by any of the insurance maintained by the Buyer/Developer pursuant to this Master Development Agreement.

The Buyer/Developer hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the NHLC for loss or damage covered by any of the insurance maintained by the Buyer/Developer pursuant to this Master Development Agreement, and the policies shall be so endorsed.

**L. Claims Made Policy Forms**

Should any of the required liability coverages be on a “claims made” Basis, coverage must be available for the duration of the Master Development Agreement and for a minimum of three (3) years following the completion of the Master Development Agreement.

**M. Review of Insurance Requirements by the Covered Party’s Insurance Representative**

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

The Buyer/Developer warrants that this Master Development Agreement has been thoroughly reviewed by the Buyer/Developer's insurance agent(s)/broker(s), who have been instructed by the Buyer/Developer to procure the insurance coverage required by this Master Development Agreement.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Buyer/Developer.

Any type of insurance or any increase in limits of liability not described above which the Buyer/Developer requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Buyer/Developer of any responsibility or liability under the Master Development Agreement.

In no event shall the Buyer/Developer or any sub-contractor/sub-lessee begin Work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Master Development Agreement is received and approved by the NHLC. Any Work performed without having the Certificates of Insurance received and approved by the NHLC is at the Buyer/Developer and Sub-Consultant/Sub-Lessees own and sole risk.

**C-20 BANKRUPTCY**

If there shall be filed against the Buyer/Developer in any court, pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Buyer/Developer's property, or if the Buyer/Developer shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into such an arrangement, the NHLC shall have the right of first refusal to purchase the Real Property. If the NHLC does not elect to purchase the Real Property, NHLC shall have the right to approve the sale of the Real Property to a new Buyer/Developer.

**C-21 DESTRUCTION OF OR DAMAGE TO LIQUOR AND WINE OUTLETS**

In the event that any building constructed or occupied by the Buyer/Developer hereunder is completely destroyed by fire or other hazard, the NHLC in its sole discretion may direct the Buyer/Developer at its own expense to rebuild such buildings or terminate operations at that location.

If the decision by the NHLC is to rebuild, the Buyer/Developer shall, at its own expense, proceed promptly with the repair or restoration of the portions of such buildings and improvements on the Leased.

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

In the event that destruction of said building by fire or other hazard is partial, the NHLC shall have complete and sole discretion as to whether operations shall continue or be suspended for such period as is necessary to repair the damaged premises. Whenever operations are terminated under this section, all responsibilities, and obligations of the Buyer/Developer, as hereinabove and hereinafter set forth, shall cease as to the building or buildings affected, and in case of suspension of operations, as aforesaid, shall cease only for the period of such suspension. Term of the Master Development Agreement shall not be extended if Welcome Center facilities are damaged or destroyed and operations terminated or suspended as described in this Section.

**C-22 ASSIGNMENT, DELEGATION AND SUBCONTRACTS/SUB-LEASES**

- A. The Buyer/Developer shall not assign, delegate, subcontract, sublease or otherwise transfer any of its interest, rights, or duties under the Master Development Agreement without the written approval of the NHLC. Such consent will not be unreasonably withheld and should be provided within 30 days receipt of written notice. Any attempted transfer, assignment, delegation, or other transfer made without the NHLC's prior written consent shall be null and void.
- B. The Buyer/Developer shall remain wholly responsible for performance of the entire Master Development Agreement regardless of whether assignees, delegates, subcontractor, or other transferees are used, unless otherwise agreed to in writing by the NHLC and the Successor fully assumes in writing any and all obligations and liabilities under the Master Development Agreement. In the absence of a written assumption of full obligations and liabilities of the Master Development Agreement, any permitted assignment, delegation, subcontractors/sub-lessees, or other transfer shall neither relieve the Buyer/Developer of any of its obligations under the Master Development Agreement nor shall it affect any remedies available to the NHLC against the Buyer/Developer that may arise from any Event of Default of the provisions of the Master Development Agreement. The NHLC will consider the Buyer/Developer to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Master Development Agreement unless assumed by Successor.

**C-23 WARRANTIES AND REPRESENTATIONS**

The Buyer/Developer hereby warrants and represents to the NHLC as follows:

Organization and Standing

The Buyer/Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire (or, if a foreign entity, duly organized, validly existing, and in good standing under the laws of the jurisdiction where the entity was organized) and is duly authorized to transact business in the State of New Hampshire. The Buyer/Developer has the corporate power to own or lease its properties and to carry on its business as now being conducted. The Buyer/Developer has



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

all requisite powers necessary for the execution, delivery, and performance of its obligations under this Master Development Agreement and shall provide a certificate to that effect concurrent with its execution of Master Development Agreement.

Binding Effect

The Buyer/Developer has taken all necessary action required to execute and deliver this Master Development Agreement and the related bonds described in Section C-19 and to make the documents and instruments executed therewith the valid and enforceable obligations they purport to be. When executed and delivered by the parties hereto, this Master Development Agreement and the surety bonds will each constitute a valid and binding obligation of the Buyer/Developer enforceable in accordance with its terms.

Compliance with Law, etc.

The Buyer/Developer is not in material violation of any term or provision of any mortgage, loan agreement, lease, franchise agreement or other agreement which is material to its business or assets, or of any judgment, decree, governmental order, statute, rule or regulation by which it is bound or to which it or any of its assets is subject. The execution, delivery and performance of and compliance with this Master Development Agreement and the surety bonds will not violate or constitute a default under any term or provision of any such mortgage, loan agreement, lease, franchise agreement or other agreement or of any such judgment, decree, governmental order, statute, rule or regulation by which the Buyer/Developer is bound or to which any material portion of its assets is subject. Except for obtaining necessary approval from NHLC and local officials with respect to construction and renovations of the restaurants and customary licensure of food service operations, no approval by, authorization of or filing with any Federal, State, municipal or other governmental commission, board or agency or governmental state is necessary in connection with the execution and delivery of this Master Development Agreement and the surety bonds by the Buyer/Developer.

Franchises

A. The Buyer/Developer has signed franchise or licensing agreements with all of the corporations whose food service concepts and brands are included in this RFP hereto, which give Buyer/Developer the right to operate restaurants of the applicable brand at the Welcome Centers. Said franchise agreements are not subject to any restrictions or conditions which would limit the full operation of the restaurants as contemplated by such agreements and this Master Development Agreement. There are no material complaints or proceedings pending or threatened by any of the respective franchisors relating to the due performance of the Buyer/Developer under such franchise agreements or any other franchise agreements between the Buyer/Developer and the franchisors. The franchise agreements are all in good standing and the Buyer/Developer is in full compliance with all of the terms and provisions thereof.

B. The Buyer/Developer warrants and represents that it has provided the NHLC with complete and up-

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

do-date copies of all franchise agreements and standards of operations applicable to the Buyer/Developer's conduct of existing franchise operations in the Real Property and covenants and agrees to timely provide copies of all amendments, modifications or replacements of such materials and all franchise agreements and standards of operations for any future franchises. The NHLC and the Buyer/Developer shall negotiate in good faith the portions of such materials relating to financial matters or other proprietary information that may be redacted from the copies provided under this section without adversely affecting the ability of the NHLC to ascertain that the Buyer/Developer's operations in the Real Property are being conducted in accordance with applicable franchise requirements.

Brokerage Commissions

There is no broker or finder or other person who would have any valid claim against the NHLC for a commission, finder's fee or brokerage fee in connection with this Master Development Agreement by virtue of any actions taken by the Buyer/Developer or any persons acting on its behalf.

Complete Disclosure

No representation or warranty made by the Buyer/Developer in this Master Development Agreement and no statement made by the Buyer/Developer in any proposal to the NHLC or any schedule, exhibit or certificate referred to in this Master Development Agreement contains any untrue statement of a material fact or omits to NHLC any material fact necessary to make such representation or warranty or any such statement not misleading.

**C-24 ELIMINATION OF THE NHLC**

If the NHLC is absolved or no longer sells liquor and wine products, the Buyer/Developer has the right of first refusal to purchase the NHLC liquor and wine outlet properties at fair market value.

**C-25 NEGOTIATED AGREEMENT**

Buyer/Developer and the NHLC have been represented by independent counsel in entering into this Master Development Agreement. Each of the parties affirms to the other that it has consulted and discussed the provisions of this Master Development Agreement with its counsel and fully understands the legal effect of each provision. There shall not be a presumption that the terms of this Master Development Agreement are to be construed

**C-26 TIME IS OF ESSENCE**

It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Master Development Agreement.

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

**C-27 NOTICES**

All notices under this Master Development Agreement shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the NHLC shall be addressed to its address stated below, or to such other address as may be designated by the NHLC by written notice to the Buyer/Developer:

State of New Hampshire, by and through the NHLC  
50 Storrs Street  
Concord, NH 03301

Any notice to the Buyer/Developer shall be addressed as follows, or to such other address as may be designated by the Buyer/Developer by notice to the NHLC in writing:

<<D/O Corporate Contact>>

With Copies to:

<<D/O Legal Contact>>

and

<<D/O Local General Manager>>

**C-28 FORCE MAJEURE**

Neither Buyer/Developer nor the NHLC shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, and acts of War, escalation of hostilities, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**C-29 INTERPRETATION**

- A. In the event of a conflict between the terms and provisions of the RFP and any of the Attachments hereto and the Master Development Agreement, the terms of the Master Development Agreement shall control.
- B. Any consent, approval or authorization of the NHLC that is required or contemplated in this Master Development Agreement may be granted, withheld, withdrawn or conditioned in the sole discretion of the NHLC, unless otherwise expressly provided for in this Master Development Agreement.
- C. Any provision of this Master Development Agreement that calls for the Buyer/Developer to provide

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

or be responsible for a particular action, service, product or installation, shall be complied with by the Buyer/Developer at Buyer/Developer's sole cost and expense without any right of reimbursement or contribution from the NHLC, unless otherwise expressly provided in this Master Development Agreement.

**C-30 PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Master Development Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**C-31 WAIVER OF BREACH**

No assent, but either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

**C-32 MASTER DEVELOPMENT AGREEMENT MODIFICATIONS**

This Master Development Agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Long Range Capital Planning Committee if applicable, and by the Governor and Executive Council of the State of New Hampshire in accordance with the Governor and Executive Council regulations as they may exist from time to time.

**C-33 THIRD PARTIES**

The parties hereto do not intend to benefit any third parties and this Master Development Agreement shall not be construed to confer any such benefit.

**C-34 HEADINGS**

The headings throughout the Master Development Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of the Master Development Agreement.

**C-35 VENUE AND JURISDICTION**

Any action on the Master Development Agreement may only be brought in the State of New Hampshire County Superior Court.

**C-36 SURVIVAL**

The terms, conditions and warranties contained in the Master Development Agreement that by their context are intended to survive the completion of the performance, cancellation or termination of the Master Development Agreement shall so survive.

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

**C-37 ENTIRE AGREEMENT**

The Master Development Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings pertaining to the Project.

**C-38 CHANGE OF OWNERSHIP**

The Buyer/Developer shall notify the NHLC if there is any change in the ownership of the Real Property owned by the Buyer/Developer, including but not limited to a sale of all or substantially all of Buyer/Developers assets or ownership interests, merger, or acquisition by another entity. In the event of a change of ownership of the Buyer/Developer for any reason whatsoever, the NHLC shall have the option of reviewing and providing input on the change in ownership of the Real Property and any needed amendments to the Master Development Agreement with the Buyer/Developer or its successors.

**C-39 RELATIONS TO THE NHLC**

In the performance of the Master Development Agreement, the Buyer/Developer is in all respects an independent contractor, and is neither an agent nor an employee of the NHLC. Neither the Buyer/Developer nor any of its officers, employees, agents, or members shall have authority to bind the NHLC or receive any benefits, worker's compensation or other emoluments provided by the NHLC to its employees.

**C-40 CONFIDENTIAL INFORMATION**

In performing its obligations under the Master Development Agreement, the Buyer/Developer may gain access to confidential information of the NHLC ("Confidential Information"). Subject to applicable federal or NHLC laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the Buyer/Developer, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the NHLC. The Buyer/Developer shall not use or disclose such information, except as is directly connected to and necessary for the Buyer/Developer's performance under the Master Development Agreement.

The Buyer/Developer agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all Confidential Information of the NHLC that becomes

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

available to the Buyer/Developer in connection with its performance under the Master Development Agreement, regardless of its form. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the NHLC's Confidential Information shall require prior written approval of the NHLC. The Buyer/Developer shall immediately notify the NHLC if any request, subpoena or other legal process is served upon the Buyer/Developer regarding the NHLC's Confidential Information, and the Buyer/Developer shall cooperate with the NHLC in any effort it undertakes to contest the subpoena or other legal process.

In the event of unauthorized use or disclosure of the NHLC's Confidential Information, the Buyer/Developer shall immediately notify the NHLC, and the NHLC shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

Insofar as the Buyer/Developer seeks to maintain the confidentiality of its confidential or proprietary information, the Buyer/Developer must clearly identify in writing the information it claims to be confidential or proprietary. The Buyer/Developer acknowledges that the NHLC is subject to the Right to Know law, RSA Chapter 91-A. The NHLC shall maintain the confidentiality of the identified information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the NHLC receives a request for the information identified by the Buyer/Developer as confidential, the NHLC shall notify the Buyer/Developer and specify the date the NHLC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Buyer/Developer's sole responsibility and at the Buyer/Developer's sole expense. If the Buyer/Developer fails to obtain a court order enjoining the disclosure, the NHLC shall release the information on the date specified in the NHLC's notice to the Buyer/Developer without any NHLC liability to the Buyer/Developer.

**C-41 CHOICE OF LAW**

This Master Development Agreement is to be construed according to the Laws of the State of New Hampshire.

*(Remainder of this page intentionally left blank)*

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

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

**APPENDIX D – SHORTLIST OF QUALIFIED BUYER DEVELOPERS**



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

Shortlisted Buyer/Developers from the RFQ Process

1. Anagnost Realty & Development, 1662 Elm Street, Manchester, NH 03101
2. Petrogas Group US Inc. (d/b/a Applegreen) 200 Brickstone Square, Suite 404  
City, Andover, MA 01810
3. Carlisle Capital Corporation 126 Daniel Street, Suite 200 Portsmouth, NH 03801
4. Global Montello Group Corp., 800 South Street, Suite 500 Waltham, MA 02453
5. GSC-I95-RE, LLC, 25 Springer Road, Hooksett, NH 03106
6. Nouria Energy, Inc., 326 Clark Street, Worcester, MA 01606
7. I-95 Seacoast Partners, LLC, 135 Hooksett Road, Manchester, NH 03104
8. Venture III Holdings, LLC, 199 Elderberry Drive, South Portland, ME 04106