DEVELOPER/OPERATOR COMMENT / INQUIRIES AND RESPONSES
TO RFQ/RFP 2025-08 - DEVELOPER/OPERATOR FOR HAMPTON I-95 SERVICE AREAS

DUE TO THE FINAL DATE FOR THE RFQ/RFP SUBMISSIONS OF MONDAY, FEBRUARY 16, 2026 BEING A STATE AND FEDERAL HOLIDAY, THE DEADLINE FOR SUBMISSIONS SHALL BE TUESDAY, FEBRUARY 17, 2026 BY 2:30 PM

1. **Q:** Please provide updated traffic figures for the two locations.

   A: **Vehicles per day**

Year	NB	SB
2024	37301	37252
2023	35491	36532
2022	35115	35509

2. **Q:** B-1 refers to Appendix E to outline the required elements and construction performance specifications, however Appendix E refers to the terms and definitions. Please confirm this is the correct reference?

   A: **The reference on B-1, page 32, of the RFP is amended as follows: "The required elements and construction performance specifications for the Service Areas are defined in Appendix E of this RFP and are further described in Appendix D, Appendix F-Form 4, and Appendix G – Reference Documents.**

3. **Q:** Underground fuel storage - is it possible to have underground fuel storage tanks for car fueling equipment and services? Item 15 of Form 4 is ambiguous.

   A: **Yes, subject to State of New Hampshire Department of Environmental Services (DES) approvals.**

4. **Q:** Please confirm whether gambling is allowed in the amusement machines.

   A: **Per the Town of Hampton and their specially created Interstate Corridor Overlay District, this would not be an allowed use. No additional uses will be considered during the lease period.**

5. **Q:** Please clarify whether the reference to two five-year extension options at NHLC's sole discretion means that Developer/Operator will have option to request extension, with the grant of the extension being at NHLC's discretion; or whether NHLC will have the sole right to exercise the options.

   A: **Developer/Operator may request extensions to Ground Lease which in its sole discretion, the NHLC will decide when and if to recommend this request to Governor & Executive Council.**

6. **Q:** Please confirm that delays beyond the reasonable control of Developer/Operator (other than delays in Governor and Executive Council Award and NTP) will also be appropriately taken into account in the Ground Lease.

   A: Any delays beyond reasonable control of the Developer/Operator will be addressed on a case-by-case basis and subject to final approval by the NHLC.

7. **Q:** Please provide details of available power capacity at the site and any other relevant issues relating to the utility constraints referred to in this section.

   A: Developer/Operator will need to obtain this information from all utility providers.

8. **Q:** Please confirm that permitted retail uses under the Ground Lease will not be subject to unilateral amendment by NHLC at a future date. We note the inclusion of wording "for so long as the NHLC may agree in its sole discretion" in relation to certain permitted retail uses.

   A: All retail uses throughout the terms of the Ground Lease will be subject to the NHLC's approval, in its sole discretion, during the term and any extensions thereon.

9. **Q:** Please confirm whether the NHLC will allow ancillary commercial uses at the Service Areas (e.g. advertising (separate to the branding/sponsorship program), solar generation, etc.).

   A: All retail uses throughout the terms of the Ground Lease will be subject to the NHLC's approval, in its sole discretion, during the term and any extensions thereon.

10. **Q:** Please confirm that delays beyond the reasonable control of Developer/Operator will be appropriately taken into account in determining the commencement date for payment of Fixed Rent.

    A: Any delays beyond reasonable control of the Developer/Operator will be addressed on a case-by-case basis.

11. **Q:** Please clarify the applicable commencement dates – we note that both July 15 2027 and September 15 2027 are included for NB and December 15 2027 and February 15 2028 are included for SB.

    A: Page 39 of the RFP, Section C-1, is amended to provide:

    The northbound Service Area shall be operational, and Fixed Rent shall begin on September 15, 2027.

The southbound Service Area shall be operational, and Fixed Rent shall begin on February 15, 2028.

12. **Q:** Please confirm that record retention requirement can be satisfied by electronic means, and that books of account can be kept either in accordance with GAAP or IFRS.

    A: GAAP only

13. **Q:** Please confirm whether Lease Years can be aligned with calendar years (with first/last Lease Year being longer/shorter as needed).

    A: Yes

14. **Q:** Please confirm that appropriate cure periods will be included before termination rights / events of default would be triggered under the Ground Lease.

    A: Yes, see page 87, D-27.

15. **Q:** Please also confirm that the reference to NHLC's dissatisfaction with the Construction Project Work Plan as an event of default was included in error, since this plan will be submitted and approved prior to signing.

    A: The RFP will not be altered in response to this question.

16. **Q:** Please confirm whether the NHLC will contribute towards common area maintenance costs.

    A: Per Appendix B-4, Developer/Operator is responsible for all maintenance.

17. **Q:** Please confirm whether the NHLC will allow pricing to be in line with comparable on-turnpike locations in the region, in recognition of the higher operational and staffing costs of turnpike locations.

    A: Pricing shall be as described on Pages 65, 67 and 68 of D-12 which is intended to keep prices competitive.

18. **Q:** Please confirm that the NHLC does not intend to allow the common areas to be used for uses that compete with the Developer/Operator's operations; and that the Ground Lease Contract will be sufficiently clear as to the limited uses and spaces that may be subject to NHLC contracted services.

    A: We confirm with caveats that the NHLC reserves the right to utilize such space as it relates to their operations, branding and marketing.

19. **Q:** Please confirm that the Developer/Operator will have the exclusive right to install ATMs outside the liquor and wine outlets (rather than non-exclusive as stated).

A: Per D-12, page 67, is amended to read: "The NHLC reserves the right to install Automatic Teller Machines (ATMs) in liquor buildings only. The Developer/Operator may be allowed to install ATMs at other locations in the Service Area with prior written permission from the NHLC."

20. Q: Please confirm whether the NHLC is willing to consider amendments to certain of the operational requirements (e.g. the ability for NHLC to require concept replacement within one **year** is unlikely to be feasible under a franchise agreement / the requirement for approval of individual products for sale and twice annual submission of product lists is inconsistent with the nature of c-store operations / can the requirement for a full-time food standards person be satisfied at group level rather than site level?)

A: Requests for amendments will be considered on a case-by-case basis.

21. Q: Please confirm whether the NHLC would consider the Developer/Operator being responsible for advertising sales, subject to revenue pass-up to NHLC.

A: NHLC would consider this on a case-by-case basis, subject to the NHLC reserving its rights as provided in D-12.

22. Q: Please clarify the extent of third-party vending operations that is contemplated by the NHLC. It would not be typical for third parties to be allowed to sell competing products from vending machines at the service areas. Will the NHLC re-consider this?

A: No.

23. Q: Can the reinvestment fund be used to refurbish the restrooms. The scope of the restroom redevelopment should be defined.

A: The Reinvestment fund is to be used when the Developer/Operator fails to meet the performance standards as described in the RFP and GLC.

24. Q: The Developer/Operator is responsible for maintaining the exterior of all buildings, including, but not be limited, to painting (every 3 years) - Composite siding, made from engineered materials like wood fibers and resins, is designed to be durable and low-maintenance. When properly installed and painted, it can go 10 to 15 years before needing a repaint. Would the NHLC consider changing this requirements.

A: The NHLC will inspect the buildings annually and may consider changing this requirement based on condition of the siding at the time.

25. Q: How does the NHLC intend to measure 'excellent performace' for the purposes of using the Reserve Fund for projected major expenditures.

A: "Excellent performance" will be determined by the NHLC, in its sole discretion.

26. Q: A monthly submission of the lifecycle plan seems onerous. Lifecycle plans do not change that quickly. Quarterly or semi-annual is industry standard depending on the asset class and criticality. Alternatively, please confirm if the monthly updates are intended to capture ongoing maintenance activities?

A: The Developer/Operator is responsible for monthly site visits and noting findings to the NHLC.

27. Q: Would NHLC consider allowing for seasonality in the restroom attendants? Suggested staffing would be the proposed NHLC hours of operation during peak season and any holiday periods or weekends. Reduced hours would be available in the quieter winter periods.

A: The RFP will not be altered in response to this question.

28. Q: Please confirm if the NHLC would remove the requirement to approve sales of any permitted alcoholic beverages, beers, ciders and fortified seltzers.

A: No. The sale of these products is overseen and controlled by the NHLC.

29. Q: The restriction of CBD, THC and cannibis sales over a 30 year period is restrictive given current market trends towards these products. Would the NHLC consider periodic revisions of this restriction?

A: No.

30. Q: Please confirm if it is intended that the operator will provide 2 staff members on the information desk?

A: Yes

31. Q: Cigarettes should be excluded from the definition of gross sales given the very low margin. A separate pass-up percentage, in line with item 34 below should be considered, otherwise the sale of tobacco products would not be economic.

A: All products sold by the Developer/Operator are to be included in the calculation of gross sales.

32. Q: Lottery and vending (including amusement machines, air and water etc.) should be excluded from the definition of gross sales with a separate pass-up percentage applied to the commission received by the operator.

A: All products sold by the Developer/Operator are to be included in the calculation of gross sales.

33. Q: Please consider whether the Reserve Fund account should instead by controlled by Developer/Operator, with expenditure subject to NHLC audit rather than prior approval.

A: No.

34. Q: Please consider replacing NHLC approval right for project manager / site manager with objective standards that must be met / ability for NHLC to object if those standards are not being maintained. It will add significant administration and operational burdens if key staff changes are subject to additional layers of approval. Please also reconsider inclusion of dissatisfaction with staff changes as an event of default.

A: No. Assessment of project standards will remain with the NHLC with oversight by the Department of Public Works.

35. Q: Please confirm that requirement to maintain a minimum of 2/3 space occupancy during the term can be subject to exceptions for seasonal closures.

A: No.

36. Q: Please confirm that fixed rent would be abated if emergency closures persisted for significant periods and were not temporary in nature.

A: No, See D-18.

37. Q: It is likely that franchise agreements and operations manuals will be considered confidential information of the applicable franchisor. As such, it may not be possible to provide to the NHLC without franchisor consent (which may not be forthcoming, especially if they may become subject to RTKL/FOIA requirements).

A: NHLC requires disclosure of any franchisor, such agreements may or may not be subject to disclosure under RSA 91-A.

38. Q: Please reconsider the appropriateness of all events of default and cure periods, etc. included in Section D-27 / confirm that the NHLC is willing to negotiate these with the selected Developer/Operator.

A: The listed Events of Default must substantially remain the same as those contained in D-27. NHLC reserves the right to add additional events of default subject to negotiations with the selected vendor.

39. Q: Please consider confining the ability to terminate to immediate changes in direct ownership of Developer/Operator. Changes in ownership higher up in corporate structures should not give rise to a termination right.

A: No.

40. Q: Please confirm whether the standard terms and conditions are subject to amendment, e.g. where inconsistent with the terms of the Ground Lease Contract.

A: Upon execution, the Ground Lease Contract is the controlling document.

41. Q: Please confirm that the liquor commission will be paying its proportionate share of plowing, landscaping, etc.

A: Per Appendix B-4, Developer/Operator is responsible for all maintenance including plowing and landscaping except for those areas identified as NHLC Responsibilities in D-12.

42. Q: With the schedule as proposed and commencement of work starting on October 1, 2026, has the State made provisions in anyway for expedited approvals? The project, based on the outline, requires approvals from the town of Hampton for site plan, etc. and from the State, DES and DOT. These permits will all take time to acquire thereby significantly impacting the expected construction completion date the following year. Also with the requirement to keep the existing stores open with no parking spaces until the new ones open adds time to the construction timeline.

A: No.

43. Q: Are there any sewer main and water main extension easements necessary? Is there any information regarding expanding capacity? (1.4)

A: Municipal sewer/water services will be awarded design subject to approval of the Town of Hampton and the Department of Environmental Services.

44. Q: Are there any sewer main and water main extension easements necessary? Is there any information regarding expanding capacity? (1.4 b)

A: See response to Question 43.

45. Q: Please confirm the demolition cost of the existing buildings is part of the new liquor stores construction budget.

A: Yes.

46. Q: Why are automotive products limited to 200 square feet in a separate building?

A: NHLC will consider reasonable modifications.

47. Q: What is the reasoning behind cost control and price matching of products sold in Rockingham County? Rest areas have a higher cost of overhead and a larger investment in nonprofit generating services (public restrooms, welcome center, etc.) that need to be covered. Generally, prices in rest areas are higher than surrounding areas to mitigate these factors.

A: See response to Question 17.

48. Q: Menu item control should be left up to the operators. Why does the State require approval?

A: To ensure Developer/Operator and all its offerings are in compliance with all facets of the RFP.

49. Q: Requirement to provide land line telephones - this is new from 2024 RFP and would not typically be included in newer buildings

A: The RFP will not be altered in response to this question.

50. Q: Design Requirements (page 58), "Underground storage tank systems shall be completely replaced just prior to Lease Year 30 if the tank systems are older than 10 years old." Certain UST systems have a 50 year useful life, so replacing them after 30 years would be inefficient. Would the NHLC remove this requirement

A: The RFP will not be altered in response to this question.

51. Q: Ramp lighting. Is the Developer/Operator providing ramp lighting and paying for continued power and maintenance thereafter or is NHLC?

A: Will be determined upon final design.

52. Q: Is alcohol consumption (malt based beers) permitted at the Service Areas?

A: No.

53. Q: 'Please clarify the language on page 22 of the RFP regarding the connection of the new sewer system to the town of Hampton's utility system. Does the NHLC have confirmation of the connection type of the sewer system for both sites, and if so, can the NHLC please provide evidence of this. Reference "The Developer/Operator must expand sewage capacity to the Service Area through a connection to the Town of Hampton's utility system. In designing the sewage connection, the Developer/Operator must also provide for a way for the Town of Hampton tie-in to the expanded system."

A: Developer/Operator will need to confirm with the Town of Hampton and Department of Environmental Services.

54. Q: Would the NHLC consider extending the bid submission deadline given the quantity of submission materials required and the joint RFQ / RFP process?

A: No.

55. Q: "*The Ground Lease Contract may be extended for two, five-year periods at the sole discretion of the NHLC.*"

Will NHLC consider making the exercise of the extension options "as mutually agreed" or, alternatively, allowing Developer/Operator to first elect to exercise the extension options with NHLC having right to decline such extension?

A: Developer/Operator may request extensions to Ground Lease which in its sole discretion, the NHLC will decide when and if to recommend this request to Governor & Executive Council.

56. Q: With a Notice to Proceed of September 30, 2026, the fixed dates for rent commencement of September 15, 2027 (NB) and February 15, 2028 (SB) may be unrealistic, given the uncertainty of timing for local permits and approvals to construct required improvements.

Will NHLC consider modifying rent commencement dates consistent with Developer/Operator's proposed construction schedule, with deadlines tied to specific timeframes after receipt of all required permits and approvals?

In addition, please note the RFQ/RFP has conflicting rent commencement dates: Appendix C states Fixed Rent begins July 15, 2027 (NB) and December 15, 2027 (SB), but Appendix D-6 states September 15, 2027 (NB) and February 15, 2028 (SB).

A: Any delays beyond reasonable control of the Developer/Operator will be addressed on a case-by-case basis. See Answer to Question 11 for the corrected commencement dates.

57. Q: *"Although a Developer/Operator will not be disqualified because the Site Concept incorporates a nationally branded or franchised dining experience, the NHLC highly disfavors incorporating these into the Site Concept. The NHLC prefers locally or regionally branded and/or recognized dining experiences in the Service Area."*

In the event Developer/Operator's proposal contemplates multiple food service offerings, is NHLC amenable to including one nationally branded dining experience to help increase overall site recognition and data-driven site visitations, to help generate higher and more predictable gross sales and Percentage Rent?

A: The RFP will not be changed in response to this question.

58. Q: *"Disclosure of all pending or resolved litigation within the past fifteen (15) years for all major Buyer/Developer affiliated companies involved with funding, construction, and on-going Maintenance."*

Please confirm the references to "Buyer/Developer" in this Section means the same entity as the "Developer/ Operator" referenced in other sections of the RFQ/RFP.

For proposed Developer/Operator's with significant numbers of retail sites, this disclosure requirement is unduly burdensome in both scope and timeframe. Will NHLC consider limiting this disclosure to material litigation matters within the past five (5) years?

A: See Appendix E

59. Q: What type of scoring criteria will be given to fuel supply resilience (e.g., ownership of, on lease interest in, terminal supply networks).

A: Section 6.4 of the RFP describes scoring metrics and criteria.

60. Q: "*The Selection Committee will evaluate the Developer/Operator's incorporation of sustainable design and energy efficiency in the development concept. Developer/ Operator must consider the use of EV Charging and solar arrays when addressing this topic*."

For clarification, is the incorporation of sustainable design and energy efficiency a requirement of the proposed bidder or an additional benefit to the proposed bidder?

If required, does NHLC have specific initial EV charging requirements or ancillary requirements for the EV charging location (i.e., canopies, pull through lanes, trashcans, lighting etc.)?

If required, will the Developer/Operator have any restrictions on setting and changing the pricing for the EV charging stations?

If required, does NHLC have any specific signage requirements for EV charging at the sites?

Can the Developer/Operator leverage existing state and/or federal and utility funding programs as part of consideration for building out the EV charging sites?

A: See response to Question 59.

61. Q: "*The Selection Committee will evaluate the Developer/Operator's approach to communicating with and addressing community comment and concerns both during construction and operation of the Service Areas*."

What communications are required vs. permitted without NHLC approval?

A: See D-10, including pages 54-60.

62. Q: "*The Selection Committee will evaluate the Developer/Operator's approach to marketing and promoting the Service Areas. Marketing strategy shall also include approach to working with the NHLC and other State agencies to allow the State to brand these stores and locations consistent with State branding standards."*

Please provide a copy of the applicable State branding standards. What portions of the site do the state branding standards apply to?

Are there restrictions on Developer/Operator proprietary branding relative to State/NHLC branding at the Service Areas?

A: 1. See page 34, Topic 7.
2. This will be evaluated on a case-by-case basis.

63. Q: How is EV Charging Rent weighed in scoring relative to Fixed Rent, Percentage Rent, and Fuel Rent within the 35-point Revenue Proposal?

A: Refer to Section 6.4 of the RFP.

64. Q: What is the anticipated retainage percentage with respect to NHLC's reimbursement for construction of the new Liquor Outlets?

A: Retainage for the construction of NHLC outlets will be set by the Department of Public Works and release of said funds will be subject to the Department of Public Work's approval.

65. Q: "*Each proposed liquor store shall be either a free standing building or a connected building to the proposed Service Area building.*"

If Service Area and Liquor Outlet are constructed as a single building, how will the Liquor Outlet portion of the building be conveyed to NHLC?

Will Developer/Operator need to create a condo or other horizontal subdivision for local tax authorities?

How will insurance be handled for a 'shared' building?

In the event of a casualty to 'shared' building, who is responsible for rebuilding Liquor

Outlet?

A: 1. The NHLC will be retaining fee simple title to all the real property on sites and will build its 2 new outlets on its own land which will be owned by the NHLC.
2. To be determined by the Town of Hampton
3. Per specifications of the RFP and executed GLC.
4.Will be determined and assessed based on cause.

66. Q: "*Developer/Operator shall replace tanks just prior to Lease Year 30 if the tanks are older than 10 years old in accordance with the Department of Environmental Services (DES) regulations as they exist at the time.*"

This requirement is inconsistent with current DES regulations. Please confirm that double-wall underground storage tanks newly installed as part of the initial development under the Lease, will not have to be replaced unless otherwise required by applicable DES regulations.

A: The RFP will not be altered in response to this question.

67. Q: "*All food concepts must be company operated. The Developer/Operator may allow an approved franchisee to operate the NHLC approved concept or Ancillary Concept."*

Will NHLC consider allowing food concepts operated by third party tenants, provided that the Developer/Operator remains fully liable for (a) such third party's compliance with all material terms of the Lease and (b) payment of Percentage Rent related to such third party's operations?

A: NHLC will consider this. All concepts must be approved by the NHLC.

68. Q: *Restroom Staffing*

Will NHLC consider alternate staffing arrangements proposed by prospective Developer/Operators in their Operations & Maintenance Plan?

A: See response to Question 27.

69. Q: Will NHLC consider a parent guaranty from a credit-worthy and well-capitalized entity in lieu of a Financial Guarantee Bond?

A: The RFP will not be altered in response to this question.

70. Q: Will the Commission accept a phased/rolling delivery schedule where certain components (fuel, food service, parking) open ahead of the full build? The current language for "day for day" extensions is too rigid and not aligned with the realities of the complex design and permitting process and subsequent construction a project of this

magnitude presents.

A: This will be determined on a case-by-case basis, with no change to the proposed dates for full completion.

71. Q: The schedule provided in the RFP does not identify a time period for the design, permitting and installation of any improvements to the sewer system, does the NHLC intend to provide an updated schedule that includes a reasonable time to complete this required task?

A: No information regarding the capacity and design of the sewer system is available. The Developer/Operator should contact the Town of Hampton, the Department of Environmental Services and the Department of Public Works.

72. Q: The RFP does not provide any information about capacity and design requirements. Will the NHLC share additional details about the sewer replacement, to what extent is replacement needed? Does this include all fore mains from Southbound that run under the highway to the Northbound pumping system? Does this include the force main from the Northbound pump chamber the connects into the existing sewer main on Drakeside Road?

A: See response to question 71.

73. Q: Does the Town of Hampton confirm availability of capacity? What is the connection fee? If other users connect into the new line will the Developer/Operator be reimbursed proportionately?

A: See response to question 71.

74. Q: What cost burdens are anticipated for expanding the system, and will NHLC contribute to capital costs?

A: See response to question 71.

75. Q: Does the existing cross country sewer easement for the existing sewer connection into Drakeside Road allow for a water main extension?

A: See response to question 71.

76. Q: Will NHLC facilitate permitting with Hampton and NHDES or is the developer solely responsible for the Town approvals?

A: The Developer/Operator will be solely responsible for the Town approvals.

77. Q: Once constructed, what portion of the extension line is deemed public and what portion will be deemed private? What ongoing post- construction costs in addition to user fees will the developer be required to pay?

A: See response to question 71.

78. Q: What water permits are required from the Town of Hampton. The existing sites operate from well's. Is the Developer/Operator also being required to bring town water to the sites?

A: Contact the Town of Hampton and the Department of Public Works.

79. Q: Will the Commission allow reasonable thresholds (e.g., <49% equity movement, internal restructuring, estate planning transfers) that do *not* trigger termination?

A: See D-25 and page 124 of the RFP.

80. Q: Can the Commission clarify what constitutes a "change of control"?

A: See D-25 and page 124 of the RFP.

81. Q: Would the NHLC be open to incorporating assignment language that provides reasonable assurance to lenders and equity partners?

"the following shall be deemed assignments or transfers requiring prior approval: (1) any conveyance or transfer from a Leasehold Mortgagee to a third party following a default by the Developer/Operator; (2) any transfer or assignment of 49% or more of the membership interest in the Developer/Operator (3) any transfer or assignment of 49% or more of the beneficial interest in any trust which holds a membership interest in the Developer/Operator other than to a family member as a testamentary substitute; and (4) the sale, transfer or assignment of all or substantially all of the interest and assets of the Developer/Operator hereunder."

A: Assignment language must be substantially similar to D-25 and page 124 of the RFP, subject to reasonable modifications during negotiations with the selected vendor.

82. Q: The RFP States: Within 30 days of receiving notice of the change in ownership, the NHLC shall notify the Developer/Operator whether the NHLC intends to terminate the Ground Lease Contract, continue for a period of time, or continue it for the full term.

Would the NHLC consider incorporating assignment language that provides reasonable assurance to lenders and equity partners? For example, would the Commission consider adding language such as:

"The Developer/Operator may not assign or transfer the Contract, or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the State, which consent shall not be unreasonably withheld, conditioned, or delayed. Similarly, the Leasehold Mortgagee shall not approve a New Developer/Operator without such prior

written consent. The State shall, within thirty (30) days of receiving a request, approve a proposed New Developer/Operator that (i) possesses financial strength equal to or greater than that of the Developer/Operator as of the date it was originally approved by the State, and (ii) has experience operating facilities reasonably equivalent to the Service Areas."

A: Change of ownership language must be substantially similar to D-44 and page 124 of the RFP, subject to reasonable modifications during negotiations with the selected vendor.

83. Q: Is NHLC willing to add a cure period or approval-not-to-be-unreasonably-withheld standard? It would make sense for there to be an approval process not to be unreasonably withheld except in cases wherein it is not practicable, such as death of a member, judicial decree or other situation in which prior approval is impractical. A cure period should be permitted for the transferee to obtain an approval or allow the developer to obtain an acceptable transferee. No lender or investor will want to become involved in a ground lease which can be summarily and unilaterally terminated for any reason without notice and cure rights. The current language requires the developer to notify the NHLC "if there is a change in ownership" and then await the response of NHLC, which can include termination, continuation for a period of time, or continuation for the full term. This is not commercially reasonable.

A: See D-25.

84. Q: Will NHLC provide cure periods for all defaults? Would the NHLC consider more reasonable langue such as:
"*Unless otherwise provided in the Contract, the State agrees to allow the Developer/Operator and each Surety thirty (30) days' notice and opportunity to cure any breach before declaring an Event of Default, If a breach is curable but by its nature cannot be cured within thirty (30) days, as determined by the State acting reasonably, the State agrees not to declare an Event of Default provided that the Developer/Operator commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event will such cure period exceed ninety (90) days in total"*

Under what circumstances would capital investment compensation or amortization be available?

Will NHLC consider adding a mechanism for reimbursement of unamortized improvements if termination occurs for reasons other than developer default?

Default Definitions – Many operational obligations (hours, restroom staffing, service mix, etc.) are defined as grounds for default.

Will the Commission clarify "material default" vs. minor operational variances?

A: See timeframes identified in D-27.

85. Q: Will reimbursement require Governor & Council approval prior to payment?

A: No.

86. Q: Will NHLC fund soft costs, site utilities, shared parking area costs, and shared foundations?

A: No.

87. Q: What is the developer's exposure if NHLC modifies its store design or requires amendments mid-project?

A: This is not a contingency that needs to be addressed in the RFP.

88. Q: What is the amount of retainage the NHLC intends to withhold? Will retainage be released as the work is completed and installed?

A: Release of retainage is authorized by the Department of Administrative Services.

89. Q: Construction Cost Cap – Escalation Since 2024 The RFP maintains a construction cost cap of **$26.83 million**, which is the same cap communicated in the 2024 RFP. Since that time, both labor and material costs have escalated significantly, and construction for this project is not expected to begin until late **2026/2027**, when pricing will reflect additional inflationary impacts.

Does the NHLC intend to engage the Department of Public Works to review and update the cost-estimating models to reflect current and future market conditions for the construction period?

A: The Department of Administrative Services and the Department of Public Works will review the cost estimate models that they previously prepared and adjust if necessary.

90. Q: Contingency Funding for NHLC Building Construction
Given the volatility in construction pricing and the long lead time before commencement, unforeseen cost increases are likely.

*Does the NHLC anticipate providing a minimum **10% contingency fund**—above the stated cost cap—to cover cost overruns associated specifically with the construction of the NHLC-owned liquor store buildings?*

A: No.

91. Q: Tariff-Related Cost Risk
Tariffs and other federal trade actions continue to impact steel, mechanical systems, electrical components, and other building materials commonly used in large-scale commercial construction. Does the NHLC intend to provide a tariff contingency allowance or other mechanism to address cost overruns resulting from tariff impacts at the time of construction?

A: No.

92. Q: The RFP States: This project is covered under RSA 674:54 (Governmental Land Use) and as such is not required to meet local zoning or land use requirements.

The RFP references land uses allowed under typical Interstate Highway uses within the Town of Hampton.
Does the NHLC intend to restrict all proposed uses to only those listed as permitted within the Interstate Highway Corridor District, or
will the Commission consider additional uses beyond those enumerated in the zoning ordinance?

A: All proposed uses shall be allowed under the Interstate Corridor Overlay District. No additional uses will be considered.

93. Q: Variances for Additional Uses (Hotel, Gaming, Conference Center, etc.)

The zoning ordinance identifies a specific set of permitted uses, and it is clear hotel, lodging, conference center, or gaming-related uses are not allowed by right.
If the Developer/Operator proposes uses not expressly listed within the Interstate Highway Corridor District—such as a hotel, conference center, or gaming-related uses—will NHLC determine permitted uses independent of local zoning?

A: No.

94. Q: Can the NHLC please clarify and confirm whether it warrants and covenants that the Project qualifies for treatment under RSA 674:54? Further, in the event the Project includes uses that may not be considered traditional governmental operations, how does the NHLC intend to address the potential limitations imposed by RSA 674:53, and will NHLC assume responsibility for any zoning or land-use implications arising from those statutory constraints?

A: No.

95. Q: Applicability of Local Zoning Requirements**:** Based on prior NHLC communication regarding State-owned land, it is our understanding that local zoning ordinances may not apply when the NHLC retains ownership of the land.

Does the NHLC maintain the position that local zoning requirements do not apply to this project due to State ownership and control of the property, and therefore that Town of Hampton zoning approval, variances, or site plan review are not required for the planned redevelopment?

A: No.

96. Q: Coordination with the Town of Hampton

Given that the Town may have an interest in traffic, utilities, and public safety considerations: **Question:** *If local zoning is not applicable, does the NHLC anticipate any required level of coordination or courtesy review with the Town of Hampton for uses, site layout, or building programming, or will oversight remain exclusively with NHLC and State agencies?*

A: Local zoning is applicable.

97. Q: Because the project is a 35-year P3 with changing tourism and travel patterns over time: **Question:** *Will the NHLC allow flexibility for future modifications or additions to uses (e.g., lodging, wellness facilities, entertainment, expanded EV infrastructure, or other revenue-generating programs) without requiring conformance to Town zoning classifications?*

A: No.

98. Q: Non Traditional Government Use
RSA 654:54 (I) defines generally that a "governmental use" of governmental owned real estate occurs when it is "being used as any public purpose which is statutorily or traditionally governmental in nature."

Section (II) of the same statute provides that "any use, construction, or development of land occurring on governmentally owned or occupied land, but which is not a governmental use as defined in Subsection (I) above is fully subject to local land use laws." **Question:** *Does the NHLC believe that uses that are not "statutorily or traditionally governmental in nature" are not subject to local zoning and the NHLC will determine permitted uses independent of local zoning?*

A: No.

99. Q: The RFP requests Fixed Rent, Percentage Rent, Fuel Rent, and EV Charging Rent worksheets but does not explicitly state whether NHLC requires supporting financial projections. **Question:** *Will the NHLC require the Developer/Operator to submit a detailed revenue pro forma (including sales assumptions, traffic modeling,*

tenant revenue modeling, and multi-year forecasted cash flows) to demonstrate the expected impact of Percentage Rent on NHLC returns and to allow the Commission to more accurately compare proposals?

A: Proposals will be evaluated based on the information submitted.

100. Q: The current revenue forms outline a single percentage rent structure but do not specify whether tiered or performance-based escalators are permissible.
Will the NHLC accept a tiered or escalating Percentage Rent structure—where the Percentage Rent (fuel and retail) rate increases based on higher annual sales thresholds or defined revenue performance tiers—thereby aligning NHLC's return with enhanced Developer/Operator performance?

A: Proposals will be evaluated based on the information submitted.

101. Q: The RFP states that all rent payments will be converted to Net Present Value at a 3% discount rate.
In evaluating Percentage Rent proposals, will the NHLC adjust for differences in underlying revenue assumptions or require standardized assumptions to ensure an apples-to-apples comparison across Developer/Operator proposals?

A: Proposals will be evaluated based on the information submitted.

102. Q: The RFP includes a definition of Gross Sales for purposes of calculating Percentage Rent; however, it does not clarify whether certain pass-through revenue categories or non-commissionable items are excluded.
Question: *Will the NHLC include the following exclusionary language in the final definition of "Gross Sales" to clarify non-commissionable revenue and ensure consistent application across all Developer/Operators?"Fuel sales, lottery tickets, card fees and collected gratuities, and gift cards are not included in Gross Sales.*

However, Gross Sales shall include any commissions paid to and received by the Developer/Operator for such sales."

A: Gross Sales remain all-inclusive with no exclusions.

103. Q: The RFP specifies that the Developer/Operator may utilize subcontractors and sub-lessees but does not explicitly clarify how sub-tenant lease payments or rental income should be treated for purposes of calculating Percentage Rent owed to the State.
How does the NHLC intend to treat revenue derived from third-party sub-tenant leases that the Developer/Operator may enter into as part of the Service Area operation? Specifically, will base rent, percentage rent, common area maintenance charges, utility reimbursement, or any other payments made by sub-tenants to the Developer/Operator be considered part of the Developer/Operator's Gross Sales / Gross Receipts and therefore subject to Percentage Rent under the Ground Lease Contract?

Follow-Up Clarification:
If the NHLC intends to include certain sub-tenant payments as Gross Sales, will the Commission provide a detailed breakdown describing which categories—such as fixed rent, percentage rent, passthrough CAM, or other reimbursements—are included or excluded, so that Developer/Operators can accurately model and forecast Percentage Rent obligations?

A: All revenues collected by the Developer/Operator are included in calculation of Lessee's financial obligations to the NHLC.

104. Q: The RFP contains several references to visitor information requirements that appear to be inconsistent:
Appendix B-1 (p. 32) states that Service Areas must provide essential services including a visitor information center to be operated by the State.
Other sections of the RFP state that a manned visitor information center is not required, and that at minimum a virtual or self-service kiosk must be provided.
The RFP also states that the Developer/Operator shall provide an information desk at no cost to the NHLC.
Another section indicates that the information desk will be staffed by Developer/Operator employees from 7:00 AM to 11:00 PM.
These statements appear to conflict regarding both whether the information desk must be staffed and who is responsible for staffing it.
Question: *Can the NHLC please clarify the requirements for visitor information services within the Service Areas?*
1. Is a manned information desk required, and if so, is it staffed by the State or by the Developer/Operator?
2. If a manned desk is not required, does the NHLC intend to require a virtual or self- service information kiosk as the minimum standard?

A: The requirements set forth in D-12 control. The phrase "(to be operated by the State)" in B-1 on page 32 is deleted.

105. Q: The narrative sections of the RFP (including Appendix B and Appendix D) do not reference or require the inclusion of a business center within the Service Areas. However, Form 4: Requirements and Deliverables – Developer/Operator Response Checklist, Item #6, lists a "Business Center" as a required element.

Question: *Can the NHLC please clarify whether a Business Center is required as part of the Service Area facilities?*
1. *If so, What are the minimum standards or specifications for the Business Center (e.g., size, equipment, functions, technology, accessibility)?*
2. *Is the Business Center intended to be staffed or unstaffed?*
3. *Is a Business Center required at both the northbound and southbound sites?*
4. *If a Business Center is not required, should this item be removed or marked "Not Applicable" in Form 4?*

A: Reference to the Business Center is deleted.

106. Q: Clarification of Game/Arcade Area Requirements (Form 4)
Form 4: *Requirements and Deliverables – Developer/Operator Response Checklist* includes a line item referencing a **"Game/Arcade area"** and indicates the need to evaluate "site-specific requirements." However:

- The main body of the RFP (including Appendix B and Appendix D) **does not reference any requirement for a Game or Arcade area**.
- The only related term appears to be **"Amusement Machines,"** which is mentioned in the context of operational obligations but not as a dedicated space requirement.

Question: *Can the NHLC please clarify the expectations with respect to a Game/Arcade area referenced in Form 4? Specifically:*

1. Is a dedicated Game/Arcade area required as part of the Service Area programming, or is this item included in Form 4 in error?
2. If a Game/Arcade area is required, what are the minimum standards, design expectations, or operational requirements for such a space?
3. Should Amusement Machines be understood to fulfill the requirement for a Game/Arcade area?
4. Are games of chance, electronic pull-tab machines, or lottery-operated devices considered "Amusement Machines" for purposes of the RFP, or are they prohibited as a form of gaming?
5. If neither a dedicated Game/Arcade area nor Amusement Machines are required, should this line item be marked "Not Applicable" in Form 4?

A: Game/Arcade/Amusement machines are not required, but are optional.

107. Q: Form 4 requires the Developer/Operator to provide **"adequate restroom facilities to meet anticipated demand,"** but the RFP does not specify minimum stall counts, fixture ratios, or sizing standards for male, female, or gender-neutral restroom facilities.

Question: *Can the NHLC please clarify whether there is a required minimum number of restroom stalls, urinals, or fixtures for each Service Area?*
Specifically:

A: Each bid will be evaluated based on the proposal submitted.

108. Q: The RFP references the need for the Developer/Operator to address **diesel idling and emission-reduction solutions**, but it does not specify the scope, performance metrics, or technologies the NHLC intends to evaluate.
Question: *Can the NHLC please clarify what specific diesel-idling and emission-reduction solutions it expects the Developer/Operator to address as part of the Proposal?*

A: This response is optional. Each bid will be evaluated based on the proposal submitted. The Department of Environmental Services can provide guidance.

109. Q: Form 4 references automobile parking requirements, but the RFP does not specify the minimum number of visitor automobile parking spaces required at either the northbound or southbound Service Areas.

Question: *Can the NHLC please clarify the minimum number of automobile parking spaces required for each Service Area? Specifically:*

1. *Does the NHLC have a defined minimum number of visitor parking spaces for both the northbound and southbound sites?*
2. *If not, should the Developer/Operator size parking based solely on anticipated peak demand and building program, or are there State guidelines we must apply?*

A: See page 59 RFP (D-10, Design Requirements)

110. Q: Form 4 states that *"employee parking spaces must at a minimum maintain the current level,"* but the RFP does not define what the current level is for either the northbound or southbound Service Areas. In addition, no minimum employee parking standard is included elsewhere in the RFP.

Question: *Can the NHLC please clarify the minimum employee parking requirements for each site? Specifically:*

1. *What is the current number of designated employee parking spaces at the northbound and southbound facilities?*
2. *Does the NHLC require the Developer/Operator to maintain that exact count, or is there a required minimum that must be met regardless of the existing conditions?*
3. *If the existing employee parking count is not sufficient for expanded facilities and increased staffing levels, does the NHLC expect the Developer/Operator to propose a higher number of employee spaces based on operational needs?*

Should employee parking be segregated from visitor parking, or may it be integrated into the general parking field provided adequate capacity is maintained?

A:
1. **Employee parking is not reserved at the current outlets.**
2. **The minimum requirement is 40.**
3. **Yes, a minimum of 40 spaces which should be segregated.**

111. Q: Form 4 references **"Ramp Lighting"** as a required item; however, the RFP does not provide additional detail regarding lighting standards, performance levels, or the extent of the Developer/Operator's responsibilities. It is also unclear whether the existing NHDOT ramp lighting is considered adequate or if upgrades are expected.

Question:

Can the NHLC please clarify the Developer/Operator's responsibilities regarding Ramp Lighting at the Hampton Service Areas? Specifically:

1. *Are the existing NHDOT ramp lights considered adequate, or is the Developer/Operator required to upgrade, replace, or supplement these fixtures?*
2. *Does the NHLC expect the Developer/Operator to evaluate ramp lighting performance (e.g., illumination levels, uniformity, safety requirements) as part of the redevelopment?*

3. *Is the Developer/Operator responsible for maintenance, repair, or utility costs of the existing ramp lighting systems, or do these remain under NHDOT control?*

A: Ramp lighting is under the control of the NHLC. Developer/Operator will be required to follow the site lighting requirements.

112. Q: Form 4 states that the Developer/Operator must *"Provide a single 750 GSF per Service Area for food, beverage and newspaper vending equipment and ATM machines to be furnished and operated by others."* The RFP does not specify who is responsible for operating this space, nor does it clarify where such space must be located within the overall facility.

Question: Can the NHLC please clarify the requirements associated with the 750 GSF vending space referenced in Form 4? Specifically:

1. **Operator Responsibility:**
Who is responsible for operating this vending area and the associated food, beverage, newspaper, and ATM machines? Are these vendors selected, contracted, or managed by the NHLC, or by the Developer/Operator?

2. Location Requirements:
Is the 750 GSF vending area required to be located within the main Service Area building, or is the Developer/Operator permitted to provide this space in an outbuilding or separate structure on the site if designed to meet all accessibility, safety, and utility requirements?

3. Location Requirements:
Is the 750 GSF vending area required to be located within the main Service Area building, or is the Developer/Operator permitted to provide this space in an outbuilding or separate structure on the site if designed to meet all accessibility, safety, and utility requirements?

4. **Design & Programming Standards:** *Does the NHLC have any minimum design standards for the vending area (e.g., conditioned space, enclosure type, security, lighting, ADA access, utility provisions)?*

ATM Machines: Can the Commission confirm the vending area operator shall not be permitted to operate ATM machines with in the vending are***?***

A: The Developer Operator is responsible for this. Proposals will be evaluated based upon submissions. There are no other location or design requirements for this space. See previous answer with respect to ATMs.

113. Q: Clarification of Drive-Thru Requirements

Page 5, Section 1.1 of the RFP states that the Developer/Operator is *required* to provide a Drive- Thru facility; however, on page 59 the RFP states that the Developer/Operator *"shall be allowed"* to include Drive-Thru facilities, which implies that Drive-Thru uses are discretionary rather than mandatory. These provisions appear to conflict and create uncertainty regarding program requirements
and site design obligations. We suggest that NHLC consider Drive-Thru facilities as **optional** elements, as their inclusion may introduce significant challenges related to site circulation, queuing, traffic flow, and available parking fields.

Question:

Can the NHLC please clarify whether Drive-Thru windows are a required program element, or if Drive-Thru facilities are discretionary at the Developer/Operator's option?

A: The Drive-Thru design element is a required program element.

114. Q: The RFP states that the Developer/Operator is responsible for documenting existing environmental conditions at its own expense, that the NHLC makes no representation or warranty regarding the condition of the leased property, and that the Developer/Operator "shall not be liable for pre- existing conditions except those pre-existing conditions for which they are already legally liable." The RFP also requires the Developer/Operator to perform remediation of any discovered pre-existing condition, subject to rent renegotiation and approval by NHLC and Governor & Executive Council. **Question:***Can the NHLC clarify what level of environmental investigation is expected from the Developer/Operator prior to commencing operations (e.g., Phase I ESA only, or Phase II sampling if indicated)?*

A: Phase I ESA's have been completed by the NHLC. This will be provided to the Development/Operator.

115. Q: *Will the NHLC provide a definition or parameters for what constitutes a "pre-existing condition," particularly in cases where contamination may have occurred over multiple historical uses?*

A: No.

116. Q: *If a pre-existing environmental condition is discovered, is the Developer/Operator responsible for fully funding and executing all remediation activities prior to receiving approval of any required rent adjustments?*

A: See pages 59-60.

117. Q: Will the Developer/Operator be permitted to suspend rent obligations, defer rent commencement, or receive interim relief until rent renegotiation is approved by NHLC and by Governor & Executive Council*?*

A: See response to question 116.

118. Q: If remediation of a pre-existing condition materially delays construction or opening, will the construction milestones or completion deadlines be adjusted correspondingly?

A: See response to question 116.

119. Q: If contamination is discovered after construction has begun—e.g., during excavation— will the Developer/Operator be permitted to halt construction until NHLC approves a remediation plan and rent adjustment?

A: See response to question 116.

120. Q: Will NHLC coordinate with NHDES or other State agencies to assist with regulatory communication, permitting, and approvals related to remediation activities required for pre-existing
conditions?

A: No.

121. Q: Will NHLC provide any available environmental reports, Phase I/II studies, geotechnical data, UST records, or other historical documentation to allow the Developer/Operator to better assess environmental risk?

A: Yes. Available upon written request.

122. Q: Can NHLC confirm that the Developer/Operator will not assume liability for pre-existing conditions discovered after operations commence, so long as such conditions were not caused by the Developer/Operator's activities?

A: See response to question 116.

123. Q: The reference materials include **NHDES Wetlands and Non-Site Specific Permit #2023-01612**, which states that *"no impacts to jurisdictional areas beyond that previously completed under Wetlands Permit #1993-01759 are authorized"* and that all conservation easement boundaries are defined on the TF Moran "Conservation Easement Plan" sheets. However, the RFP does not clarify whether areas outside the Conservation Easement Plan—yet still mapped as wetlands—may be filled or altered during redevelopment.
Question: Can the NHLC please confirm whether Wetlands Permit #**2023-01612 authorizes filling or alteration of all wetlands located outside of the Conservation Easement Plan boundaries**, or whether only previously impacted wetlands shown on the earlier permit (#1993-01759) are eligible for disturbance?

A: The NHLC would not be an issuer of these permits.

124. Q: If wetlands outside the Conservation Easement Plan are **not** authorized for alteration under Permit #2023-01612, will any fill, grading, or disturbance in those wetlands require a **new NHDES Wetlands Permit** under RSA 482-A?

A: See response to question 123.

125. Q: Will additional NHDES reviews—such as AOT (Alteration of Terrain), Shoreland, or federal USACE review—be required if the proposed redevelopment results in new wetland impacts outside the previously permitted footprint?

A: See response to question 123.

126. Q: Form 4 states that when a proposal "exceeds the minimum requirements," the Developer/Operator must account for all associated costs in the revenue proposal and provide an explanation in the "Comments" column. For items such as outdoor seating—where the minimum is 40 seats but a proposal may include 60—the level of detail required is unclear.
Question: *Can the NHLC please clarify what level of cost detail and narrative explanation is required when a proposal exceeds a minimum requirement? Specifically, must the Developer/Operator provide line-item cost detail for each enhancement (e.g., additional outdoor seating), or is it sufficient to acknowledge the enhancement in Form 4 and reflect the associated costs within the overall Revenue Proposal?*

A: Proposals will be evaluated based on the information submitted.

127. Q: The RFP requires new underground storage tank systems to include *"a separate isolation barrier,"* and states that piping and dispensers must be constructed *"over an impermeable isolation barrier, to prevent the migration of any released product."* The RFP does not specify whether advanced tank technologies can satisfy this requirement.
Question: *Can the NHLC please clarify whether the use of modern triple-wall underground storage tanks, which incorporate built-in impermeable containment layers and continuous interstitial monitoring, meets the requirement for a "separate isolation barrier"? Or is the Developer/Operator required to install an additional external impermeable isolation barrier beneath the tanks, piping, and dispenser systems regardless of tank type?*

A: No. We are not authorized. Department of Environmental Services is the authority having jurisdiction.

128. Q: *The Ground Lease Contract and P-37 contain several overlapping provisions governing default, remedies, termination, and liability. Can NHLC clarify which document governs in the event of a conflict? Specifically, will the Ground Lease Contract supersede any conflicting terms of P-37, particularly with respect to termination rights, appropriation clauses, and liability limitations that are incompatible with long-term financing requirements?*

A: The terms of a fully negotiated ground lease will control.

129. Q: *The RFP allows the State to terminate the Agreement for convenience or due to funding unavailability without providing compensation for unamortized capital investment. Since the Developer/Operator must privately finance all Service Area*

construction, can NHLC clarify how lenders are expected to underwrite and fund the project under these termination conditions? Will NHLC consider modifying the termination provisions to include compensation for unamortized capital, debt repayment, and reasonable wind-down cost?

A: The termination provisions of the ground lease will control.

130. Q: *The Ground Lease requires the Developer/Operator to construct the NHLC Liquor & Wine Outlet and then be reimbursed, yet P-37 Section 4 states that all State payments are contingent on appropriations and may be reduced or terminated. Can NHLC confirm that the reimbursement obligation for the NHLC building will remain binding and funded throughout the Term, and will not be subject to appropriation risk or termination without compensation?*

A: The terms of a fully negotiated ground lease will control.

131. Q: *The Ground Lease Contract does not identify a design development period, permitting timeline, or environmental review sequence, yet it assigns strict construction deadlines.*
Question: *The Ground Lease establishes fixed construction deadlines but does not identify a defined post–Notice to Proceed schedule for critical pre-construction and approval activities. Will the Commission provide or agree to a detailed schedule of activities following issuance of the Notice to Proceed that includes, at a minimum:*
1. a 90-day due diligence period (including Phase I environmental and geotechnical investigations);
2. Community Development presentations;
3. the design development process;
4. Final Plan Approval;
5. permitting timelines (including wetlands, NHDES sewer approvals, and NHDOT access permits);
6. construction commencement;
7. delivery of the Northbound liquor store;
8. delivery of the Southbound liquor store;
9. final completion of the Northbound service area; and
10. final completion of the Southbound service area?
Additionally, will construction and delivery milestones be adjusted if regulatory reviews, environmental remediation, or agency approvals require additional time beyond the Developer/Operator's control?

A: Proposals will be evaluated based on the information submitted.

132. Q: *If a pre-existing environmental condition is discovered and remediation is required, the Ground Lease allows for rent renegotiation but does not specify how rent obligations, construction schedules, or operational milestones will be adjusted during this process. Can NHLC clarify whether all obligations are paused until remediation and rent adjustments are approved by NHLC and Governor & Executive Council?*

A: The terms of a fully negotiated ground lease will control.

133. Q: *Given that the sites are accessible only via I-95 ramps with no local road access, some Ground Lease obligations regarding site access, traffic control, and emergency routing appear impracticable. Can NHLC clarify how such requirements should be interpreted given the limited-access nature of the sites?*

A: The RFP will not be altered in response to this question.

134. Q: *P-37 states that any work performed before the Effective Date (after G&C approval) is at the Developer/Operator's sole risk. Yet the Ground Lease assigns pre-construction responsibilities that must begin earlier. Can NHLC clarify when work is authorized to commence, and whether any costs incurred prior to the Effective Date will be reimbursable or recognized as part of the project's capital plan?*

A: The negotiated ground lease will control.

135. Q: The P-37 form is commonly used for service- oriented State contracts in which a contractor performs discrete tasks (e.g., website development, consulting, marketing) and invoices the State for those services. These agreements typically involve minimal or no capital investment, and therefore contractors are able to assume the risk associated with the State's unilateral termination for convenience and appropriation-contingency provisions contained in P-37. In contrast, the Hampton I-95 redevelopment is a large-scale, capital-intensive project.
For projects of this nature, the State of New Hampshire historically has not used the P-37 form, as its termination, liability, and appropriation provisions are incompatible with private financing requirements and with standard ground lease structures. Ground lease agreements in similar State P3 projects rely instead on defined events of default, notice and cure periods, and clearly outlined termination conditions.
Question: *Given that P-37 is designed for short- term service contracts and not for long-term, capital-financed redevelopment and ground lease arrangements, will the NHLC agree to modify or remove the P-37 form from the Ground Lease Contract? Specifically, will the NHLC consider replacing P-37 with contract provisions appropriate for a 35-year public-private partnership, including standard events of default, lender-required protections, and notice and cure periods consistent with private financing and long-term ground lease structures?*

A: Proposals will be evaluated based on the information submitted.

136. Q: The RFP contains inconsistent statements regarding which alcoholic beverages the Developer/Operator is permitted to sell, creating uncertainty as to the scope of allowable alcohol sales within the Service Areas.

Question:
Can the NHLC please clarify the alcoholic beverage categories the Developer/Operator is permitted to sell? Specifically, can the NHLC confirm that the Developer/Operator

may sell all alcoholic beverages customarily permitted to traditional off-premise licensees, with the exception of wine products, which are reserved exclusively for NHLC operation?

A: Developer/Operator will be able to sell alcoholic beverages for which they were issued a license.

137. Q: The RFP states the Developer/Operator is required to promptly cause to be discharged of record any lien, attachment, or other claim asserted against the property of the NHLC immediately upon the filing of any such claim. Indemnification by Developer/Operator is also required.
Question: Can the NHLC confirm The obligations of Developer/Operator should not be triggered in any situation in which a lien, attachment or claim is the result of unjustified non-payment by NHLC of any invoice, cost or charge required under the Lease.

A: The RFP will not be altered in response to this question.

138. Q: This section of the RFP suggests the Soutbound Liquor Store work will commence prior to Northbound.
Question: Can the NHLC please clarify the sequence of construction and timing of payments?

A: Page 51 of the RFP is amended: "Development of the northbound Service Area shall commence first. Development of the southbound Service Area may commence immediately thereafter."

139. Q: This section of the RFP suggests that construction of the Southbound Service are shall commence first but the Northbound Service area must be delivered and in service ahead of the Southbound schedule.
Question: Can the NHLC please clarify the timing and construction schedules for the sites. Is there a reason the Northbound or Southbound sites need to start first? Can the Developer/Operator recommend the best sequencing plan to deliver the most efficient project schedule?

A: Page 51 of the RFP is amended: "Development of the northbound Service Area shall commence first. Development of the southbound Service Area may commence immediately thereafter."

140. Q: The RFP states: Any significant changes to the construction Project Work Plan shall require the prior approval of the NHLC.
Question: What is definition of "significant"?
Question: The NHLC must respond promptly with 3 business days in evaluating any request from Developer/Operator and assent should be not unreasonably withheld, conditioned or delayed

A: No response required for purposes of submitted proposals.

141. Q: The second full paragraph appearing at page 52 allows NHLC broad rights to terminate the Lease for default at its discretion.
Will the NHLC provide commercially reasonable terms such as:
notice of default
right to cure
rights of the lender to effect a cure as set forth previously. T
The proposed Lease is riddled with arbitrary rights of NHLC to terminate the Lease with no opportunity to cure. Such rights are not the least bit commercially reasonable.

A: The Ground Lease will be substantially in a similar form subject to reasonable modifications.

142. Q: The RFP States: The RFP states that the NHLC "reserves any and all rights for the purpose of developing, implementing, operating and marketing a branding/sponsorship program for the Service Areas and all other Turnpike assets," including naming rights, logo placement, advertising, payment programs, media tie-ins, and marketing partnerships. The RFP further states that NHLC retains the right to determine the nature and extent of such programs and their relationship to the Service Areas.
Question: Will the NHLC confirm that its branding, sponsorship, and naming rights are limited solely to the NHLC-owned liquor and wine outlet facilities. The NHLC does not retain branding, sponsorship, or naming rights within Developer/Operator-owned or controlled Service Area facilities, including but not limited to common areas, foodservice areas, fueling facilities, parking areas, plazas, or other ancillary improvements. All branding, sponsorship, naming, advertising, and wayfinding within the Service Area facilities—other than the NHLC liquor and wine outlet buildings—shall be under the control of the Developer/Operator, subject to reasonable design standards and approvals as outlined in the Ground Lease Contract. The NHLC's retained rights are intended solely to support the operation, identification, and marketing of the NHLC liquor and wine outlets and shall not interfere with the Developer/Operator's ability to brand, operate, lease, and market the Service Areas in accordance with the Ground Lease Contract.

A: This section speaks for itself and does not require clarification.

143. Q: The Ground Lease Contract outlines: pricing standards requiring food, merchandise, and convenience-store pricing to be competitive with comparable offerings in Rockingham County, and also references pricing surveys for specific franchises and convenience stores on other New Hampshire turnpikes or toll roads, if existing. **Question:** Can the NHLC please confirm that, in evaluating whether prices are "reasonably suited to the traveling public" and "competitive," the Commission intends to consider pricing models and benchmarks from other New Hampshire turnpikes and comparable regional toll road service areas, in addition to Rockingham County off-interstate locations? Further, can NHLC clarify how pricing at comparable interstate service plazas—where operating costs, traffic patterns, and access limitations differ from local retail—will be weighed in applying the pricing standards set forth in the Ground Lease Contract?

A: See Response to question 17.

144. Q: The Ground Lease Contract States**:** that fuel and automobile product pricing be "reasonably suited to the traveling public" and "in keeping with prices charged for comparable fuel and automobile products sold on other New Hampshire turnpikes, if existing," while also requiring competitiveness with comparable pricing in Rockingham County, subject to temporary waivers during periods of prolonged depressed pricing. **Question:** Can the NHLC please confirm that, in evaluating fuel and automobile product pricing compliance, the Commission intends to place primary consideration on pricing benchmarks from other New Hampshire turnpikes and comparable interstate service-area facilities, where operating costs, access constraints, and fuel logistics are similar, in addition to local Rockingham County retail locations? Further, can NHLC clarify how it will balance these interstate comparables against local off-interstate fuel pricing when determining whether prices are "competitive" and "reasonably suited to the traveling public"?

A: See Response to question 17.

145. Q: The RFP establishes**:** a Facility Sustainment and Reinvestment Reserve Fund funded by one percent (1%) of gross monthly sales, controlled by the NHLC, and intended to support facility maintenance, repair, and capital improvements. **Question**: *Can the NHLC please clarify the following with respect to the Facility Sustainment and Reinvestment Reserve Fund:*
Ownership / Beneficial Interest:
Can the NHLC confirm that, notwithstanding NHLC control of the account, the Reserve Fund is intended to function as a facility sustainment asset for the benefit of the Service Areas operated by the Developer/Operator, and that the Developer/Operator has the right to request use of the fund for maintenance, repair, and capital improvement projects, subject to NHLC's reasonable approval?

A: The section speaks for itself and does not require clarification.

146. Q: *Can the NHLC please clarify the following with respect to the Facility Sustainment and Reinvestment Reserve Fund:*
Approval Standard:
Can NHLC confirm that requests by the Developer/Operator to utilize the Reserve Fund for eligible maintenance and improvement expenditures will be reviewed and approved on a reasonable, non-arbitrary basis, provided the Developer/Operator is not in an Event of Default and the proposed use is consistent with the Ground Lease standards?

A: See response to question 145.

147. Q: *Can the NHLC please clarify the following with respect to the Facility Sustainment and Reinvestment Reserve Fund:*
Cap and Suspension of Contributions:
Can NHLC confirm that the $1,250,000 cap (as adjusted by CPI) represents a fixed maximum funding level, and that once the cap is reached, the Developer/Operator's

obligation to make additional contributions will be suspended for so long as the Developer/Operator is not in an Event of Default and performance standards continue to be met?

A: See response to question 145.

148. Q: The RFP: *includes provisions allowing NHLC to review, approve, reject, or require removal of Project Staff, and further provides that dissatisfaction with replacement Project Staff may constitute an Event of Default and grounds for termination, without identifying notice or cure rights.*
Question: *Can the NHLC please clarify how the personnel provisions will be administered to ensure reasonable notice and cure protection for the Developer/Operator? Specifically:*
Question Will NHLC provide written notice identifying specific deficiencies or concerns with any Project Staff member and allow the Developer/Operator a reasonable opportunity to cure, replace, or reassign such staff prior to such action constituting an Event of Default or triggering termination rights?

A: The section speaks for itself and does not require clarification.

149. Q: If NHLC is dissatisfied with replacement Project Staff, will the Developer/Operator be afforded an additional cure period to propose an alternate qualified replacement before termination rights are exercised?

A: See response to question 148.

150. Q: Can NHLC clarify how the requirement for Project Staff to respond within two (2) hours will be applied in practice, and whether reasonable flexibility will be afforded for non-emergency matters or circumstances beyond the Developer/Operator's control?

A: See response to question 148.

151. Q: The Ground Lease Contract establishes a dispute resolution process that provides for internal escalation within NHLC management and states that the NHLC Director of Administration's decision shall be final for the NHLC with respect to disputes involving interpretation of the Ground Lease (other than Events of Default). The contract does not include provisions for mediation, arbitration, or other neutral dispute-resolution mechanisms.
Question: Final Decision Authority
Can NHLC clarify why the dispute resolution framework provides for a unilateral final decision by the NHLC's Director of Administration, rather than a mutually agreed-upon neutral decision- maker, particularly in the context of a 35-year Ground Lease involving significant private capital investment?

A: State law sets forth the exclusive remedies that can be sought against the State. The section speaks for itself and does not require clarification.

152. Q: Absence of Arbitration or Mediation *Does NHLC intend to exclude arbitration, mediation, or other alternative dispute resolution mechanisms from the Ground Lease Contract? If so, can NHLC explain the rationale for not including neutral dispute-resolution options commonly used in long-term public-private partnership and ground lease agreements?*

A: See response to question 151.

153. Q: Consistency With Financing Requirements
Given that private lenders typically require neutral dispute resolution protections as a condition of financing long-term, capital-intensive projects, how does NHLC expect the Developer/Operator to obtain third-party financing without access to arbitration or other impartial remedies?

A: See response to question 151.

154. Q: Scope of "Interpretation Disputes" *Can NHLC clarify the intended scope of disputes subject to the Director of Administration's final determination? Specifically, does this include disputes affecting financial obligations, operational requirements, capital expenditures, or termination rights under the Ground Lease?*

A: See response to question 151.

155. Q: Good Faith Resolution Standard
Will NHLC consider incorporating a requirement that disputes be resolved in good faith through mediation prior to either party pursuing litigation, particularly where disputes do not involve immediate health, safety, or operational emergencies?

A: See response to question 151.

156. Q: Judicial Review
If arbitration or mediation is not contemplated, can NHLC clarify whether the Developer/Operator retains the right to seek judicial review of disputes following the internal escalation process, or whether the Director of Administration's decision is intended to be binding and non-appealable?

A: See response to question 151.

157. Q: The Ground Lease Contract includes bankruptcy and insolvency provisions that permit termination at the NHLC's option upon certain filings or events and provide for immediate loss of possession and significant liquidated damages, without expressly providing notice, cure rights, or protections for lenders.
Notice and Cure Periods
Can the NHLC clarify whether any bankruptcy- related default is intended to be subject to written notice and a reasonable cure period prior to termination of the Ground Lease Contract, particularly where the Developer/Operator continues to perform all monetary and operational obligations?

A: The section speaks for itself and does not require clarification.

158. Q: Distinction Between Filing and Performance Default
Does NHLC intend that the mere filing of a bankruptcy or reorganization petition—without a failure to pay rent or perform obligations— constitutes an immediate, non-curable Event of Default? If so, can NHLC explain how this standard aligns with long-term ground lease practices for capital-intensive projects?

A: See response to question 157.

159. Q: Lender Step-In and Cure Rights
Will NHLC consider providing standard lender protections, including the right for a Leasehold Mortgagee to receive notice of a bankruptcy-related default and an opportunity to cure, step in, or designate a qualified successor operator prior to termination of the Ground Lease Contract?

A: The section speaks for itself and does not require clarification.

160. Q: Financing Feasibility
Given that institutional lenders typically require notice, cure, and step-in rights as a condition to financing projects of this scale, how does NHLC expect the Developer/Operator to obtain third-party financing under the current bankruptcy and termination provisions?

A: This question is argumentative and requires no response.

161. Q: Liquidated Damages Scope
Can NHLC clarify whether the liquidated damages provisions associated with bankruptcy termination are intended to apply regardless of whether the NHLC is able to relet the premises or mitigate damages, and whether these provisions are negotiable to reflect standard lender-accepted ground lease structures?

A: The section speaks for itself and does not require clarification.

162. Q: Consistency With Ground Lease Term and Public-Private Partnership Structure
Can NHLC confirm whether it is willing to modify the bankruptcy provisions to align with customary public-private partnership ground leases, where termination is typically limited to material, uncured defaults and includes lender recognition, cure rights, and mitigation standards?

A: The Ground Lease will be substantially in a similar form subject to reasonable modifications.

163. Q: Clarification of Asymmetrical Default, Cure, and Termination Rights. The Ground Lease Contract provides the NHLC with broad termination rights—including termination for convenience and termination based on subjective determinations— often

without defined notice or cure periods for the Developer/Operator. In contrast, the sole provision addressing an NHLC default states only that the NHLC shall cure within a "reasonable period of time," without any defined timeline, remedies, or consequences for failure to cure.

Question:

How does the NHLC justify the absence of defined cure periods and expansive termination-for- convenience rights applicable to the Developer/Operator, while providing no defined cure periods, remedies, or accountability for Events of Default by the NHLC? As drafted, this allocation of risk is not commercially reasonable, creates unilateral termination exposure, and is inconsistent with market-standard ground lease and public- private partnership structures.

Further, how does NHLC expect the Developer/Operator to obtain debt or equity financing when the Ground Lease provides no reciprocal cure rights or enforceable remedies against NHLC defaults, and when termination for convenience can occur without protection for invested capital?

Will the NHLC consider revising the Ground Lease Contract to include: (i) defined notice and cure periods for NHLC defaults, (ii) meaningful remedies for the Developer/Operator in the event of an uncured NHLC default, and (iii) elimination or material limitation of termination-for-convenience rights to align with commercially reasonable, financeable ground lease standards?

A: Argumentative questions require no response. The Ground Lease will be substantially in a similar form subject to reasonable modifications.

164. Q: Clarification of Transfer, Successor Operator, and Lender Protection Provisions

Upon review of the RFP and Ground Lease Contract, there do not appear to be provisions addressing the orderly transition to a successor Developer/Operator or transferee, nor are there customary lender protection provisions for leasehold mortgagees, including recognition agreements, notice and cure rights, or step-in rights. These protections were included in prior NHLC ground lease agreements, including the Hooksett Welcome Center lease.

Question: C*an the NHLC please explain why provisions addressing transfer to a successor Developer/Operator and standard leasehold mortgagee protections—such as lender recognition agreements, notice and cure rights, and step-in rights—have been omitted from the Ground Lease Contract? Further, does the NHLC intend to include such provisions in the final Ground Lease, given that their absence will materially impair financing availability and is inconsistent with prior NHLC ground lease structures, including the Hooksett project?*

If NHLC does not intend to include these provisions, can the Commission clarify how it expects the Developer/Operator to obtain third-party financing for a capital-intensive, long-term public-private partnership absent lender-required protections?

A: Argumentative questions require no response. The Ground Lease will be substantially in a similar form subject to reasonable modifications.

165. Q: Section D-5 of the RFP states that the two (2) five- year lease extension options are exercisable "at the sole discretion of the NHLC." The RFP does not describe the standards, timing, or economic terms applicable to these extension periods.

Question:
Can the NHLC please clarify the criteria and process it intends to use in determining whether to exercise the two five-year lease extension options? Specifically:

1. *What objective performance or compliance criteria will NHLC apply in deciding whether to grant an extension?*
2. *Will the Developer/Operator receive advance written notice of NHLC's intent to exercise or decline an extension, and if so, how far in advance of the expiration of the then-current lease term?*
3. *Will the rent and other economic terms applicable during the extension periods continue under the existing escalation provisions of the Ground Lease, or will any terms be subject to renegotiation at the time of extension?*
4. *May the Developer/Operator formally request consideration of an extension, or is initiation of the extension process exclusively at the discretion of NHLC?*

A: The section speaks for itself and does not require clarification.

166. Q: Appendix D-6 states that Fixed Rent for the Northbound and Southbound facilities will commence on specified calendar dates *"regardless of any delays in commencing business including, but not limited to, delays caused by failure to obtain required approvals or permits."* Even where the RFP contemplates potential adjustments to the construction timeline, the fixed rent commencement dates appear unaffected.

Question:
Can the NHLC please clarify whether Fixed Rent commencement will be adjusted in the event that the Developer/Operator is diligently pursuing all required approvals and permits, but delays are caused by State, municipal, or other regulatory agencies beyond the Developer/Operator's control? Specifically:

1. Does the "regardless of delays" language apply even where delays result from NHLC's own design review, Final Plan Approval timing, or other State approval processes?
2. *Will NHLC consider modifying Appendix D- 6 to tie Fixed Rent commencement to the issuance of a Certificate of Occupancy or the actual opening of the applicable Service Area, rather than to a fixed calendar date?*
If NHLC does not intend to adjust rent commencement for permitting or approval delays, how does the Commission expect the Developer/Operator to underwrite and finance the Project when rent obligations may begin before the facilities are legally permitted to operate?

A: Argumentative questions require no response. Any delays beyond reasonable control of the Developer/Operator will be addressed on a case-by-case basis.

167. Q: Appendix D-12 imposes a $500 penalty per "occurrence" for failure to staff restrooms with dedicated attendants between 7:00 a.m. and 11:00 p.m.; however, the provision does not define what constitutes an "occurrence" or identify any notice or cure process. **Question:** *Can the NHLC please clarify the application of the restroom staffing penalty provisions in Appendix D-12? Specifically: How does NHLC define an "occurrence" for purposes of assessing the $500 penalty (e.g., per day, per shift, per hour, or per inspection)?*

A: See response to question 27.

168. Q: *Will the Developer/Operator be provided notice and a reasonable opportunity to cure staffing deficiencies before penalties are assessed, particularly for short-term or unanticipated staffing gaps?*

A: See response to question 27.

169. Q: *In the event of documented industry-wide labor shortages or circumstances beyond the Developer/Operator's reasonable control, will NHLC consider waiving or reducing penalties, provided the Developer/Operator is making commercially reasonable efforts to staff the facilities?*

A: This would be addressed on a case-by-case basis.

170. Q: Appendix D-12 requires periodic exterior painting (every three (3) years) and other building exterior refurbishment "at the NHLC's direction." Modern building envelope systems—including siding and roofing—may carry manufacturer warranties of **30 years or longer** when properly installed and maintained.

Question: *Can the NHLC please clarify how exterior refurbishment requirements under Appendix D-12 will be applied where the Developer/Operator installs siding and roofing systems supported by manufacturer warranties of thirty (30) years or more? Specifically: Will NHLC confirm that siding and roofing systems covered by valid long-term manufacturer warranties will not be subject to replacement or mandatory refurbishment solely based on prescriptive time intervals, provided such systems remain in good condition and perform as intended?*

A: See response to question 24.

171. Q: *Can the NHLC confirm that required exterior refurbishment and replacement work—when directed by NHLC—may be funded through the Facility Sustainment and Reinvestment Reserve Fund, provided the Developer/Operator is not in an Event of Default?*

A: See response to question 23.

172. **Q:** *Will NHLC recognize compliance with manufacturer warranty requirements and documented maintenance as satisfying exterior condition standards under the Ground Lease Contract?*

A: No

173. **Q:** *If NHLC directs exterior refurbishment notwithstanding an active long-term warranty, can NHLC clarify the objective performance criteria (e.g., failure, safety, code compliance, material deterioration) that would trigger such direction?*

A: See Section D-14.

174. **Q:** Can the NHLC please provide a plan or exhibit depicting the specific locations where the landscape berm is required at the southbound site? Additionally, can NHLC clarify the minimum design standards for the berm, including required height, width, side slopes, plantings, and any sightline or safety constraints, so that the Developer/Operator can accurately incorporate this requirement into the site design and cost estimate?

A: The NHLC is looking for bidders to provide a plan which the NHLC will review and provide comment.

175. **Q:** The current Form 5: Fixed Rent Worksheet in Appendix F does not provide sufficient space to list fixed rent payments for all thirty-five (35) years of the base lease term, as required for accurate evaluation and Net Present Value computation. **Question:** *Will the NHLC provide an updated version of Form 5 that includes sufficient entry fields to list fixed rent amounts for all thirty-five (35) years of the base term, or alternatively permit Developer/Operators to submit an expanded version of Form 5 that clearly presents fixed rent payments for each year of the full 35-year period?*

A: The NHLC will accept an expanded version of Form 5.

176. **Q:** The schedule from Notice to Proceed to Substantial Completion is quite aggressive at just less than 12 months to allow for full Design & Engineering, Commission Reviews & Approvals, Permitting, Mobilization and Phased Construction. Will there be an opportunity for dialog with the Commission regarding schedule prior to contract finalization?

A: Reasonable delays will be evaluated on a case-by-case basis.

177. **Q:** The RFP/RFQ references https://www.visitnh.gov/ for New Hampshire themed elements. If possible, please provide additional description of, and / or existing built examples of, what the Commission would consider "New Hampshire Themed" elements required to be included in the development concepts

A: See page 34, Topic 7.

178. Q: Does the Commission consider the Portsmouth Circle Store to be an example of "New Hampshire Themed"?

A: The Portsmouth Circle Store is an example only of how our store will be built. See page 34, topic 7 as well as other provisions in the RFP for New Hampshire theme reference.

179. Q: The RFP states that the Developer/Operator must expand sewage capacity to the Service Area through a connection to the Town of Hampton's utility system. In designing the sewage connection, the Developer/Operator must also provide for a way for the Town of Hampton tie-in to the expanded system. Please clarify where the connection to the Town of Hampton sewer system shall be and provide mapping that shows the sewer system. Will there be required easements for this extension with the Town of Hampton and/or private owners that will need to be negotiated? If a pump station is required, will there be a gravity component that is needed to be constructed as part of the future tie in and/or how much capacity must be designed to accommodate a future flow from the Town of Hampton. If a pump station is required, will the Town of Hampton take over the pump station and own and operate it in the future.

A: Developer/Operator will need to confirm with the Town of Hampton and the Department of Environmental Services.

180. Q: The RFP states that sewer and water permissions shall be obtained from the Town of Hampton. Is the intent that the water supply wells will not be used for the proposed project and can be abandoned and that public water supply will be provided by a water extension to the property? If wells are to remain, can well data be provided.

A: See response to question 179.

181. Q: The NHLC Easement Stewardship Plan identifies invasive species management, however, does not go into great detail. The Town of Hampton Conservation Commission is identified as the Long-Term Steward. Please confirm if the Conservation Commission will be responsible for performing the responsibilities of this plan?

A: Contact the Town of Hampton Conservation Commission.

182. Q: Are there access points within each property that need to be maintained during construction or in perpetuity (ie, the spur road on the northbound property, access to natural/cultural resource areas)

A. Contact the Town of Hampton.

THE FOLLOWING QUESTIONS WERE NOT SUBMITTED IN CONFORMITY WITH THE SPECIFICS OF THE RFP

183. Q: It may be early on in the design phase but I was checking to see if your company is looking after the crossover/walkway equipment on this project if required?

A: No response will be provided due to failure to conform with the RFP.

184. Q: Also, are there any seismic requirements on this project? If so, please feel free to let me know if you need a quote/specs on any of the items below.

Walkways/Crosswalks:

nVent CADDY Pyramid Crossovers and Walkways | nVent CADDY

nVent CADDY Pyramid Rooftop Systems | nVent CADDY

A: No response will be provided due to failure to conform with the RFP.

185. Q: With the RFQ and RFP are combined and an extremely sizeable print process is required—its 22 copies in total plus large-scale prints—and both are due the same day. We are working to accommodate our clients on this but the print process itself with local businesses takes about two weeks to complete. If there is any way the commission would respectfully consider a 30 day extension it would truly benefit the companies that are working very hard to complete their RFQs and RFPs, as of now I am communicating that to make this print possible we need their renderings 15 days in advance of the deadline.

A: No response will be provided due to failure to conform with the RFP.