



MASSACHUSETTS PORT AUTHORITY

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL CONSULTING SERVICES

FOR

COMMERCIAL ADVERTISING PROGRAM

September 1, 2010

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ATTACHMENTS

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MASSACHUSETTS PORT AUTHORITY

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL CONSULTING SERVICES

FOR

COMMERCIAL ADVERTISING PROGRAM

**Massachusetts Port Authority
Logan Office Center
One Harborside Drive, Suite 200S
East Boston, Massachusetts 02128-2909**

The original and five (5) copies of your sealed proposal must be received by the Authority at or prior to 12:00 noon on October 4, 2010 at the office of Mr. Michael Grieco, Assistant Secretary-Treasurer, Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909. All proposals must be delivered in sealed envelopes bearing on the outside the name and address of the Respondent and the name of the RFP for which the proposal is submitted.

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CONTENTS

Section 1 General Overview provides information which is intended to assist Respondents by providing a framework for developing their proposal.

Section 2 Instructions to Respondents outlines specific instructions and procedures relating to the proposal process.

Section 3 The Proposal Form is the document which dictates the form of the response to the Authority's Request for Proposals.

Sections 1, 2 and 3 along with all referenced attachments comprise the complete Request for Proposals package.

**MASSACHUSETTS PORT AUTHORITY
REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTING SERVICES
FOR
COMMERCIAL ADVERTISING PROGRAM**

1. GENERAL OVERVIEW

1.1 Background

The Massachusetts Port Authority (“Massport” or the “Authority”) is seeking proposals from entities with experience in the development, planning and evaluation of commercial advertising programs to enter into a professional services agreement to develop the scope and framework for the future commercial advertising program at Massport owned properties including airports and maritime districts. The description of the project, scope of work, and proposal requirements are listed below.

The Authority currently has commercial advertising concession agreements in place with four separate commercial advertising agencies including: Airport Marketing Income (“AMI”); Clear Channel Outdoor d/b/a Clear Channel Airports (“Clear Channel”); Direct Media, Inc.; and JCDecaux North America, Inc. All four commercial advertising concession agreements commenced in 2004 and all will expire on or about December 31, 2011.

During the first quarter of 2011, the Authority will issue a Request for Proposals (“2011 RFP”) for commercial advertising at Massport owned properties. It is the Authority’s intention to have the new commercial advertising concession agreement(s) executed and in place prior to December 31, 2011 to ensure a smooth transition to the new operation on January 1, 2012.

Please note that the consultant selected under the professional consulting services Request for Proposals will be restricted from submitting a proposal in response to the 2011 RFP.

1.2 The Properties

The following is a description of the locations and assets (collectively “the Properties”) that will be included in 2011 RFP.

1.2.1 Logan International Airport

Boston Logan International Airport (“Logan Airport”) is New England’s largest transportation center and generates \$7 billion in economic activity

each year. It is a city within a city on a 1,700 acre footprint of land. Logan Airport has four passenger terminals, A, B, C and E, each with its own ticketing, baggage claim, and ground transportation facilities. The terminals are connected to the central parking garage by a walkway system. In all, there are 94 gates with contact jet bridges and nine regional jet gates at the airport and more than 40 airlines fly nonstop to more than 100 domestic and international destinations. In calendar year 2009 Logan Airport handled 25,512,086 passengers including 12,732,232 enplaned passengers.

1.2.2 Worcester Regional Airport

Worcester Regional Airport is located in the heart of central Massachusetts. The Authority is actively marketing the general aviation services available at Worcester Regional Airport. Presently, Direct Air is the only commercial airlines with operations at Worcester Airport. Direct Air provides non-stop jet service between Worcester Regional Airport and Myrtle Beach, South Carolina; Orlando/Sanford, Florida; and Punta Gorda (Ft. Myers), Florida. The Authority is working to expand the service from Worcester by adding more flights to Florida and the Caribbean.

1.2.3 L. G. Hanscom Field

Hanscom Field is located about 20 miles northwest of Boston and is the region's premier full-service general aviation airport (no-scheduled service). Hanscom Field plays a critical role in New England's regional aviation system as a corporate reliever for Logan Airport. Aircraft operations at Hanscom have traditionally included commuter, business, charter, cargo, personal aircraft, air taxi and flight school activity. Hanscom Field serves the diverse flying needs of the region's high technology corporations and educational institutions and is an important resource for Hanscom Air Force Base (HAFB), a research and development facility abutting the airfield.

1.2.4 Maritime Districts

The Authority owns, manages, or ground leases approximately 585 acres of maritime, industrial and commercial waterfront property (including both land and water area) in South Boston, East Boston and Charlestown, including the following properties:

East Boston:

Approximately 45 acres of non-airport waterfront property in the East Boston Piers area, which includes the East Boston Piers Park, East Boston Shipyard, and Piers 1-5.

South Boston:

Approximately 285 acres of land in South Boston, which includes the Boston Fish Pier, the World Trade Center, Conley Container Terminal, Massport Marine Terminal, Black Falcon Cruise Terminal, the Fargo Street Terminal, , and other industrial and commercial properties.

Charlestown:

Approximately 90 acres of land in Charlestown, that includes the maritime/industrial facilities at Boston Autoport, Mystic Pier 48, and the Medford Street Terminal.

Please note that a number of these properties are ground leased to third parties and advertising by Massport on these properties is dictated by the terms of such ground leases.

1.2.5 Electronic Media Advertising

The Authority owns, operates and / or has the rights to a number of electronic mediums which includes, but are not limited to:

a. **Massachusetts Port Authority website** (www.massport.com) The Massachusetts Port Authority website www.massport.com features flight information, interactive maps and wayfinding, along with useful tools such as a GetUthere application powered by Google Maps and the ability to translate the website in over 50 languages through integration with Google Translate. At an average of over 4 million visitors a year, the potential advertising opportunity is significant. As such, the new website incorporates Google Ad Manager on the homepage and nine related landing pages to display non-revenue Massport facility and service advertisements. The current page templates incorporate Interactive Advertising Bureau Ad Unit Guidelines for banner and tower placements. At Massport's option, additional ad placements can be made on high-traffic pages and managed through Google Ad Manager.

b. **Wi-Fi** - A Wi-Fi enabled network was installed at Boston Logan International Airport in 2004 and accessible to users at <http://www.loganwifi.com>. In 2010, Massport extended free WiFi to users at Logan Airport. The free service is supported by advertising and sponsorship programs managed by the network operator, Advanced Wireless Group. Current advertising placements cover capital and operating costs and are updated and delivered via the operator's Content Management System under a contract agreement effective through December 31, 2011.

c. **Mobile Applications** - Mobile Applications are growing at an exponential rate and are available across devices from the ubiquitous iPhone to increasing Android enabled phones. To support this rapid development, Massport will begin publishing Atom syndication formatted XML feeds in the Fall of 2010. The goal of providing this service is to enable the diverse development community to create useful airport applications that contain accurate, airport provided data. Publishing this data to the development community also allows Massport to provide a customer service through the user's preferred medium, while eliminating development costs across multiple platforms.

d. **Digital Signage** The Authority is currently developing requirements for a Digital Signage implementation at Boston Logan Airport for both indoor and outdoor installations which may include multiple advertising and sponsorship placements. The Authority intends to deploy Digital Signage to deliver communications across traveler information segments including but not limited to Ground Transportation, Flight Information, Wayfinding and Concession locations and promotions.

1.3 Description of the Project & Scope of Work

The Authority is seeking the assistance of a commercial advertising consultant ("Consultant") to provide it and its representatives with a proposal for each of the following categories:

1.3.1 Task 1 – Development of the Scope of Future Advertising Program:

- a. Please detail scope of work, steps, and methodology to be conducted in the recommendation of a comprehensive advertising plan for the Authority. Please provide a comprehensive list of deliverables;
- b. Provide an overall schedule and time allotment broken down by the number of hours to evaluate and develop the parameters of recommendation for a new advertising program;
- c. Evaluate Massport's Properties and determine the viability of each in terms of desirability for potential advertisers;
- d. Develop a list of mediums for commercial advertising that would be implemented at the Properties and provide projected sales and revenue for such mediums. Mediums to include but not limited to all outdoor and indoor advertising, interior and exterior displays (dioramas, spectacles, wraps, banners, etc.) Passenger service sponsorships, exhibition/promotional displays, and electronic offers, such as digital

signage, mobile applications, WiFi, and web based advertising;

e. Provide a summary of current advertising trends in the industry and how these could be implemented at the Properties Provide analysis on what other international airports/comparable facilities are offering in terms of advertising opportunities and how these could be developed for the Properties;

f. Provide recommendation and rationale on the structure of the future program including either multiple agreements or one master contract for all Properties and/or mediums. Provide examples of where recommendations have been implemented at these other facilities;

g. As it pertains to web based advertising, the Consultant shall provide analysis on how other airports leverage web based properties to generate revenue in line with operational objectives and best practices for advertising sourcing, management and delivery.

h. As it pertains to Mobile Applications, the Consultant shall provide analysis on how other airports, agencies and commercial data providers are leveraging mobile application development to participate in potential advertising revenue sharing agreements and best practices for advertising sourcing, management and delivery.

i. As it pertains to Digital Signage, the Consultant shall provide analysis on how advertising to pertinent sign locations are sourced, managed and delivered. This shall include examples of the advertising sales process; industry cost guidelines for ad size, rotation and peak period charges; Airport industry guidelines for Average Unit Audience (AUA) metrics; best practices for management and data entry of assets; along with technical standards such as Application Programming Interfaces and agency preferred software solutions for delivering advertising assets to distinct signage locations.

j. Provide projected sales and revenue potential for the Properties and required steps towards achieving these sales/revenues;

k. Provide a summary of financial deals that other international airports/comparable facilities are receiving from their commercial advertising concessionaire;

l. Please provide a recommendation on the length of Term and proposed financial structure for the 2011 RFP and please include this in connection with the various anticipated levels of investment;

- m. Identify and formulate a respondent list to the 2011 RFP, by identifying companies that specialize in the commercial advertising field and provide a summary of what their specialty is in terms of commercial advertising (i.e. outdoor advertising, airport advertising and electronic/digital advertising; to include, digital signage, WiFi, mobile, and website advertising);
- n. Please identify how you would best utilize and make recommendations on how to potentially package the electronic advertising the Authority has to offer.

1.3.2 Task 2 – 2011 RFP Development and Implementation:

Create a proposal for the complete development and management of the 2011RFP process including:

- a. Develop an implementation schedule that meets the January 1, 2012 commencement date of the advertising agreement(s);
- b. Develop the scope of the advertising program including all items listed under Task 1 above;
- c. Draft the RFP document in accordance with recommendation from Task 1 above;
- d. Advertise the RFP in all applicable publications and websites to maximize interest in the program;
- e. Identify and formulate a respondent list to the 2011 RFP, by identifying companies that specialize in the commercial advertising field and provide a summary of what their specialty is in terms of commercial advertising (i.e. outdoor advertising, airport advertising and electronic/digital advertising; to include, digital signage, WiFi, mobile, and website advertising);
- f. Work with Massport in the evaluation of the submittals and overall selection process.

1.4 Minimum Qualifications

Consultant must have experience in the development, planning, implementation and evaluation of commercial advertising programs in all of the following areas: airport advertising, outdoor advertising, and digital/electronic advertising. Consultant and/or consultant's team must have a minimum of 5

years consulting experience in these fields. The Authority recognizes that the consultant may work with a team to provide expertise in all aspects of the areas listed above.

1.5 Schedule

The Consultant Services will begin on or about November 1, 2010 and the estimated date for the completion of the Consultant Services should be no later than February 1, 2011 but will be subject to periodic review and possible extension by the Authority.

1.6 Insurance

The successful Proposer shall carry professional liability insurance coverage for errors, omissions and negligent acts in an amount of not less than \$1,000,000. Such insurance shall extend to the successful Proposer and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the errors, omissions or negligent acts of successful Proposer's agents and employees. Such insurance shall extend to any act, error or omission in the performance of services under the subject contract committed by successful Proposer or alleged to have been committed by successful Proposer or any person for whom successful Proposer is responsible. The successful Proposer shall also carry insurance furnishing benefits in accordance with Mass. G.L. c. 152 or such other worker's compensation requirements as may pertain. The successful Proposer shall also carry commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) and auto liability insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily and personal injury and property damage or the equivalent during the term of the Agreement. On all liability policies, Massport must be named as Additional Insured.

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2. INSTRUCTIONS TO RESPONDENTS

2.1 Procedure

Prior to September 14, 2010, Proposer shall designate, in writing to the Authority's Project Manager, Ms. Leah Teeven, one individual who shall serve as Proposer's primary contact for purposes of this RFP ("Proposer's Primary Contact"). Any communication regarding the content of this RFP shall only be made by Proposer's Primary Contact to the Project Manager.

The overall schedule for the RFP process is as follows:

September 1, 2010	Issue RFP Document
September 14, 2010	Deadline for Questions on the RFP
October 4, 2010	Proposals Due
November 1, 2010	Contract Commencement
February 1, 2011	Completion of Contract

The Authority reserves the right to amend this RFP at any time. Amendments shall be issued by written addenda. The Authority will send copies of each addendum to all persons to whom a copy of the RFP has been sent by the Authority.

2.2 Submittal Requirements

The attached proposal form requires Proposers to submit information in the following categories: Background Information; Related Experience/References/Staffing; background and experience with the scope of services outlined in the RFP; demonstration of ability to accomplish tasks outlined in the RFP and fee structure.

Proposer should carefully review the Draft Professional Services Agreement. If a Proposer determines that changes are necessary to the Draft Professional Services Agreement, the Proposer should propose such changes as part of its proposal; otherwise it will be assumed that the terms of the Draft Professional Services Agreement are acceptable. The Authority reserves the right to accept or reject any proposed changes.

2.3 Evaluation

The Authority's staff will evaluate the competing proposals in each of the general categories listed above and in the proposal form and will determine, in its sole discretion, which proposal best serves the overall interests of the Authority, taking into account all categories of the evaluation. Proposals which fail to meet the requirements of this RFP or which are otherwise unacceptable will not receive further consideration.

Furthermore, Massport may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Massport all such information and data for this purpose as may be requested. Massport reserves the right to reject any proposal if evidence submitted by, or investigation of, the Proposer fails to satisfy Massport that such Proposer is properly qualified to carry out the obligations of the Professional Services Agreement and to complete work contemplated therein. The Authority, at its sole discretion, may select one or more proposals from which to proceed with negotiations.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all submittals, to withdraw at any time from this process with no recourse for any interested party, to undertake discussions and modifications with one or more interested parties or any third party, and to proceed with the proposal(s) or modified proposal(s), if any, which in its judgment will, under the circumstances, best serve the interests of the Authority, and to waive defects in the filing of or contents of any submittal. No costs of responding to this RFP, any addenda or other documents or attendance at meetings in connection with this RFP shall be reimbursed by the Authority. The Authority shall not be liable to any actual or potential interested party for costs or expenses incurred by them as a result of any such rejection, withdrawal or modification.

2.4 RFP Contact

Any communication regarding the content of this RFP shall be made to the Authority's designated Project Manager, Ms. Leah Teeven via e-mail or facsimile at:

Ms. Leah Teeven
Airport Concessions Business Manager
Massachusetts Port Authority
One Harborside Drive, Suite 200S
Logan International Airport
East Boston, MA 02128
lteeven@massport.com
Tel (617)561-1627
Fax (617)561-1891

Any responses provided by the Authority's designated Project Manager to questions received will be in writing and sent to all persons to whom a copy of this RFP has been sent by the Authority. Parties interested in pursuing this opportunity are advised against contacting any individual other than Ms. Teeven. Proposers are further advised that any information other than the responses and information provided in writing by Ms. Teeven as the Authority's designated Project Manager, including any information provided orally, is not binding on the Authority and shall be used at the sole risk of the Proposer.

2.5 Notification/Award/Execution of the Professional Services Agreement

The chosen Proposer will be notified in writing. The Successful Proposer shall, within thirty (30) calendar days after receipt, execute the Professional Services Agreement and return said Agreement to the Authority. At that time, the Successful Proposer shall be required to submit satisfactory evidence of all required insurance coverage. The Professional Services Agreement may be modified as deemed necessary or desirable by the Authority's Chief Legal Counsel. Certain portions of the Professional Services Agreement shall be completed in accordance with the terms of the successful proposal. All terms of the successful proposal shall be incorporated in the Professional Services Agreement by reference, and the proposal itself shall become part of the executed documents.

All unsuccessful Proposers will be notified after the execution of an Agreement. Non-acceptance of any proposals will be devoid of criticism and of any implication that the proposal was deficient. Non-acceptance of any proposal will mean only that another was deemed to be more advantageous to the Authority. Copies of all proposals and support material will be retained by the Authority.

2.6 Delivery of Proposals

The Original and five (5) copies of your sealed proposal must be received by the Authority prior to 12:00 noon on October 4, 2010 at the office of Mr. Michael Grieco, Assistant Secretary-Treasurer, Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909. **All proposals must be delivered in sealed envelopes bearing on the outside the name and address of the Respondent and the name of the RFP for which the proposal is submitted.**

2.7 Conflict of Interest

Massport seeks to avoid any conflict of interest, or the appearance of a conflict of interest. Each Proposer is advised that its performance of work for Massport may, at any time, raise questions about real or perceived conflicts of interest because of the Proposer's relationship to other entities or individuals, including without limitation: (1) private and public owners of companies that may be

affected by the project, and/or (2) other state-created entities with potential conflicting interests and/or concerns.

Accordingly, Massport reserves the right to: (1) disqualify any Proposer or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is present; (2) require any Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; and (3) terminate any contract arising out of this solicitation if, in the opinion of Massport, any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to the satisfaction of Massport.

In addition, representatives and/or employees of the successful Proposer may be required to certify from time to time, in a form approved by Massport, that in connection with work under any contract arising from this RFP, that they are in full compliance with the provisions of Chapter 268A of Massachusetts General Laws and any other applicable conflict of interest laws. The Proposer agrees to disclose in writing any facts Massport may seek in order to resolve questions about potential conflicts of interest occurring during the period of solicitation of performance hereunder and, upon request of Massport, describe on-going relationships between any party to the Proposers's team and suppliers and manufacturers of equipment which may be deployed in the work of this project.

2.8 Confidentiality/Public Records

Massport shall seek to hold all Proposals and subsequent submissions in confidence, to the extent consistent with applicable law, until a final decision has been made or the selection process is terminated. Proposers are advised, however, that pursuant to M.G.L. c.66, all materials received by Massport which fall within the definition of "public record" as set forth in M.G.L. c.4, §7, cl.(26), shall be disclosed by the Authority upon request.

Any information given to Massport in any Proposer's RFP or any correspondence, discussion, meeting, or other communications between the Proposer and Massport before, with, or after the submission of the Proposer's RFP, either orally or in writing, will not be, or deemed to have been, proprietary or confidential, although Massport will use reasonable efforts not to disclose such information to persons who are not employees of or consultants retained by Massport except as may be required by state and federal law. Use or disclosure of such information by Massport may be made without obligation or compensation and without liability of Massport of any kind whatsoever. The foregoing applies to any information, whether or not given at the invitation of Massport. Any statement which is inconsistent with the foregoing provisions of the paragraph whether made as part of, or in connection with, any information received from the

Proposer or otherwise made at any time in any fashion, and whether made orally or in writing, shall be deemed null and void and of no force or effect. Massport's receipt or discussion of any information submitted in response to the RFP, including information submitted during discussions after said submittal (including ideas, drawings or other materials communicated or exhibited) does not, and will not impose any obligations whatsoever on Massport, or entitle Proposers to any compensation.

The Authority reserves the right to use any or all ideas or concepts presented in any proposal submitted in response to the RFP, whether accepted or not. Selection or rejection of the proposal shall not affect this right.

2.9 Non-Discrimination and Workforce Diversity

The Authority prohibits discrimination in employment on the basis of a person's membership in any legally protected class, including but not limited to their race, color, gender, religion, creed, national origin, ancestry, age being greater than forty years, sexual orientation, handicap, genetic information, or veteran status. The Authority prohibits discrimination in employment on the basis of a person's membership in, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard.

Accordingly, the Authority requires its contractors, vendors, and tenants, to comply with nondiscrimination laws and encourages them to promote diversity within their workplace.

Business Diversity

The Authority is committed to ensure full participation of diverse businesses in all of the Authority's economic activities including its purchases of goods/supplies and services (including, but not limited to construction and professional services). The Authority encourages its contractors, vendors, and tenants to promote business diversity in all of their business activities by using diligent efforts to contact, encourage and utilize in the purchase of goods/supplies and services Minority and Woman-Owned Business Enterprises (M/WBEs), and to provide the Authority with information regarding their proposed utilization of M/WBEs in this project. The terms "Minority Business Enterprise" and "Women Business Enterprise" refers to businesses that meet the certification criteria of the Massachusetts State Office of Minority and Women Business Assistance ("SOMWBA") as set forth in 425 CMR section 2.2 et seq.

Impacted Community Business Participation

Massport encourages and supports economic opportunities for residents and businesses located within those communities most directly impacted by the operation of Massport's facilities. Those communities are Charlestown, Chelsea,

East Boston, Revere, South Boston, and Winthrop. Massport encourages Proposers to utilize Impacted Community Business Enterprises (ICBEs) in the award of subcontracts and in the procurement of materials, equipment, and services, and to provide Massport with information regarding their voluntary efforts to contact and to use ICBEs.

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3. PROPOSAL FORM

To: Massachusetts Port Authority
Logan Office Center
One Harborside Drive
Suite 200S
East Boston, Massachusetts 02128-2909

Attn: Mr. Michael Grieco
Assistant Secretary-Treasurer

(Name of Respondent)
acknowledges receipt of the Massachusetts Port Authority's Request for Proposals for Professional Consulting Services for Commercial Advertising Program dated September 1, 2010 and hereby submits the following proposal in response thereto.

3.1 Directions for Completing the Proposal Form

All items must be completed and numbered in the order in which they appear. Additional sheets, referenced by item number, should be attached where more space is required for a full answer. Charts, diagrams, photographs and exhibits may be utilized if desired.

3.2 Background Information

- a. Name, Address, Telephone Number, E-mail address and Facsimile Number of Proposer.
- b. Description of Proposer (Corporation, Partnership, Joint Venture, Consortium, etc. and duration of existence). Describe Proposer's ownership structure. Identify any companies or organizations of which the Proposer is a subsidiary or with which it is affiliated.
- c. Is Respondent now qualified to do business in the Commonwealth of Massachusetts?
- d. State of Incorporation, if any.
- e. List number of employees, provide an organizational chart and identify and describe at least three (3) key clients

3.3 Contact/Submittal Information

- a. Name, Title, Business Address, E-mail, Telephone Number and Facsimile Number of person responsible for submitting this proposal:
- b. Name, Title, Business Address, E-mail, Telephone Number and Facsimile Number of person with whom to communicate regarding this proposal if different from above:

3.4 Related Experience/References/Staffing

- a. Please provide a statement of history of the Proposer's experience in providing professional consulting services for a commercial advertising program, including, but not limited to the number of years of experience and scope of experience. Please describe how its professional background and expertise are most suited toward meeting the Authority's goals of this RFP.
- b. Also indicate if any consulting agreement under which such services were provided was terminated prior to the completion of the project. Further,

indicate by appropriate citation all litigation (including results and status) between Proposer and any entity to which such professional services were provided.

c. Please provide a statement of Proposer's experience with advising airports/comparable facilities on the development and implementation of all aspects of commercial advertising programs.

d. Please describe the number of staff members who would be assigned to this work including a brief summary of his or her respective experience, qualifications and length of employment with Proposer. Please provide brief resumes for all staff members assigned to this work.

e. If the Proposer intends to use subcontractors, the Proposer shall include information as to the subcontractor's qualifications to work on this project. Such information shall include the subcontractor's intended role and the experience and skill that make them appropriate for this project. If the subcontractor is a corporate entity, please include company background.

3.5 Task 1 - Development of the Parameters of the New Advertising Program

Please provide in detail steps to be taken to develop a comprehensive advertising plan for the Authority as referenced in Section 1, including the following:

a. Please detail scope of work, steps, and methodology to be conducted in the recommendation of a comprehensive advertising plan for the Authority. Please provide a comprehensive list of deliverables;

b. Provide an overall schedule and time allotment broken down by the number of hours to evaluate and develop the parameters of recommendation for a new advertising program;

c. Evaluate Massport's Properties and determine the viability of each in terms of desirability for potential advertisers;

d. Develop a list of mediums for commercial advertising that would be implemented at the Properties and provide projected sales and revenue for such mediums. Mediums to include but not limited to all outdoor and indoor advertising, interior and exterior displays (dioramas, spectacles, wraps, banners, etc.) Passenger service sponsorships, exhibition/promotional displays, and electronic offers, such as digital signage, mobile applications, WiFi, and web based advertising;

- e. Provide a summary of current advertising trends in the industry and how these could be implemented at the Properties Provide analysis on what other international airports/comparable facilities are offering in terms of advertising opportunities and how these could be developed for the Properties;
- f. Provide recommendation and rationale on the structure of the future program including either multiple agreements or one master contract for all Properties and/or mediums. Provide examples of where recommendations have been implemented at these other facilities;
- g. As it pertains to web based advertising, the Consultant shall provide analysis on how other airports leverage web based properties to generate revenue in line with operational objectives and best practices for advertising sourcing, management and delivery.
- h. As it pertains to Mobile Applications, the Consultant shall provide analysis on how other airports, agencies and commercial data providers are leveraging mobile application development to participate in potential advertising revenue sharing agreements and best practices for advertising sourcing, management and delivery.
- i. As it pertains to Digital Signage, the Consultant shall provide analysis on how advertising to pertinent sign locations are sourced, managed and delivered. This shall include examples of the advertising sales process; industry cost guidelines for ad size, rotation and peak period charges; Airport industry guidelines for Average Unit Audience (AUA) metrics; best practices for management and data entry of assets; along with technical standards such as Application Programming Interfaces and agency preferred software solutions for delivering advertising assets to distinct signage locations.
- j. Provide projected sales and revenue potential for the Properties and required steps towards achieving these sales/revenues;
- k. Provide a summary of financial deals that other international airports/comparable facilities are receiving from their commercial advertising concessionaire;
- l. Please provide a recommendation on the length of Term and proposed financial structure for the 2011 RFP and please include this in connection with the various anticipated levels of investment;

- m. Identify and formulate a respondent list to the 2011 RFP, by identifying companies that specialize in the commercial advertising field and provide a summary of what their specialty is in terms of commercial advertising (i.e. outdoor advertising, airport advertising and electronic/digital advertising; to include, digital signage, WiFi, mobile, and website advertising);
- n. Please identify how you would best utilize and make recommendations on how to potentially package the electronic advertising the Authority has to offer.

3.6 Task 2 – 2011 RFP Development and Implementation

Please provide in detail, steps to be taken to assist the Authority in completing the 2011 RFP process as referenced in section 1 including:

- a. Develop an implementation schedule that meets the January 1, 2012 commencement date of the advertising agreement(s);
- b. Develop the scope of the advertising program including all items listed under Task 1 above;
- c. Draft the RFP document in accordance with recommendation from Task 1 above;
- d. Advertise the RFP in all applicable publications and websites to maximize interest in the program;
- e. Identify and formulate a respondent list to the 2011 RFP, by identifying companies that specialize in the commercial advertising field and provide a summary of what their specialty is in terms of commercial advertising (i.e. outdoor advertising, airport advertising and electronic/digital advertising; to include, digital signage, WiFi, mobile, and website advertising);
- f. Work with Massport in the evaluation of the submittals and overall selection process.

3.7 Time and Fee Structure

Please provide in detail the following financial terms. Information should be summarized on Form B-1.

- a. Please list separately the fee structure for Tasks 1 and 2 as outlined

Section 1 and 3

- b. Please list separately the hourly rate as a breakdown of each respective fee listed for Tasks 1 and 2.
- c. Please list separately, and identify the time allotment needed by category for Tasks 1 and 2.

3.8 Acknowledgements

- a. Respondent acknowledges it has received and read the Draft Professional Services Agreement, Attachment A-1. Respondent agrees that if its proposal is accepted, Respondent will enter into the Draft Professional Services Agreement with the Authority in substantially the form of the Draft Professional Services Agreement to be modified under the terms of the successful proposal and as deemed necessary or desirable by the Authority's Chief Legal Counsel.
- b. By submission of its response to this Request for Proposals, Respondent authorizes the Authority to contact any and all parties having any knowledge of Proposer's operations and financial history, and hereby authorizes all such parties to communicate such knowledge or information to the Authority.
- c. This proposal constitutes a firm offer. A certified copy of Proposer's corporate resolution or other proof of authority to make this proposal as a firm offer must be attached.
- d. Proposers are advised to rely only upon the matters contained in this Request for Proposals and in any written clarifications issued by the Authority and disseminated to all Respondents.
- e. Any costs or expenses incurred in the development of a proposal in response to this Request for Proposals will be borne entirely by the Respondent.
- f. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and the public, and not because of any legal requirement to do so. Proposer acknowledges that it is the Authority's right to accept any proposal, or to reject any or all proposals, to modify or amend with the consent of the bidder any proposal prior to acceptance, to waive any informality and to effect any Agreement otherwise, all as the Authority in its sole judgment may deem to be in its best interest.

g. Proposer acknowledges that it has read understood and agrees to be bound by, all of the terms and conditions set forth in this Request for Proposals, in its entirety.

Name of Respondent: _____

By: _____

Title: _____

Date: _____

Attachment A-1

DRAFT CONTRACT

[DATE]

Name of Consultant
Address
City, State

Attention:

RE: Agreement No. X-XXXX/ Consulting Services

Dear _____:

The Massachusetts Port Authority ("Massport" or the "Authority") hereby agrees with _____ ("Consultant") respecting the terms of its engagement by the Authority to provide certain [insert description] consulting services to the Authority as further described below.

Article 1 - Scope of Services

1.1 Consultant shall provide [insert description] consulting services to the Authority. These services are more fully defined in the Scope of Services attached hereto and incorporated herein as **Attachment A**.

Article 2 - Compensation

2.1 Not to Exceed Amount [OR Fixed Fee/Lump Sum Amount]. For the above services, Consultant shall be paid an amount not to exceed _____ (\$____), which is based on [insert] [OR a fixed fee/lump sum of \$_____, which is based on [insert]]. The amount actually due Consultant shall be calculated according to the time actually expended by Consultant in the performance of services on each task at a rate of \$____ per hour [OR at the rates set forth in the schedule attached hereto and incorporated herein as **Attachment B**]. This not-to-exceed amount of \$_____ includes complete compensation for all labor, materials, equipment, reasonable expenses [except as set forth below], overhead, general administrative costs and profit [OR This fixed fee/lump sum of \$_____ includes complete compensation for all labor, materials, equipment, reasonable expenses, overhead, general administrative costs and profit]. [The Authority shall reimburse Consultant for reasonable and necessary expenses actually incurred by Consultant [in an amount not-to-exceed \$_____] in connection with the performance of services under this Agreement [IF APPLICABLE, insert language limiting types of expenses which may be reimbursed, e.g., travel]. [To be eligible for reimbursement, individual expenses in

an amount of \$X or more shall require the prior written approval of the Authority, acting through [title].]

2.2 Consultant shall submit invoices in a form reasonably satisfactory to the Authority monthly in arrears setting forth actual time and services rendered [OR Consultant shall submit an invoice to the Authority at the conclusion of the assignment and submission of materials] [OR insert other payment structure]. Consultant's invoices shall be in such detail as the Authority may reasonably require to show the identification of the personnel performing services, their classifications, and the detailed nature and extent of services performed. [IF AGREEMENT INCLUDES REIMBURSABLE EXPENSES INSERT, Consultant's monthly invoices shall also include a statement of expenses incurred by Consultant for which it is seeking reimbursement from the Authority in accordance with Article 2.1 above, along with receipts and/or other appropriate supporting documentation of such expenses acceptable to the Authority.] The Authority shall make payments to Consultant within 30 days after receipt and approval by the Authority of said satisfactory invoices [, such approval not to be unreasonably withheld].

2.3 Consultant shall keep accounts, books and records pertaining to services performed and reimbursable expenses incurred in a true and accurate manner and on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. Upon seventy-two hours (72) hours advance notice, the Authority or a representative on behalf of the Authority shall have the right to inspect, review or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement, including without limitation the Scope of Services. Consultant shall keep such accounts, books and records as required to be maintained by this Agreement at a location within the metropolitan Boston area or, if the Consultant maintains such accounts, books and records in another location outside the metropolitan Boston area, the Consultant shall make such accounts, books and records available at Consultant's Boston office or at a site acceptable to the Authority upon reasonable notice from the Authority. The Authority shall have the right to photocopy or otherwise duplicate at Consultant's expense those accounts, books and records as the Authority determines to be necessary or convenient in connection with its review or audit thereof. If Consultant's accounts, books or records have been generated from computerized data, Consultant shall provide the Authority or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the Authority. Consultant shall retain and keep available to the Authority all books and records relating to this Agreement for a period of not less than seven (7) years following the expiration of the Term of this Agreement or, in the event of litigation or claims arising out of or relating to this Agreement, until such litigation or claims are finally adjudicated and all appeal periods have expired.

Article 3 - Term

3.1 The term of this Agreement shall commence as of [date] and shall terminate on [date], unless sooner terminated or extended by the Authority in accordance with this Agreement.

OR

3.1 The term of this Agreement shall commence as of [DATE] and shall terminate on [one year from date] (the “Initial Term”), unless sooner terminated by the Authority in accordance with this Agreement or extended by the Authority in accordance with this Article 3. The Authority shall have the option to extend the term of this Agreement for two (2) additional one-year periods (each one-year period, an “Option Year”) by giving Consultant at least thirty (30) days written notice prior to the commencement date of each such Option Year; provided, that the exercise of such option(s) shall be within the Authority’s sole and absolute discretion; and, provided further, that any such extension of this Agreement shall be on the same terms and conditions as contained in this Agreement, and the compensation for each Option Year shall be as set forth in Article 2 hereof.

3.2 The Authority may, by three (3) days written notice to Consultant, which notice shall include a statement of the reason(s) for such termination, terminate this Agreement for cause in any one of the following circumstances:

- (a) if Consultant fails to perform the services in a timely and professional fashion; or
- (b) if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress in the engagement so as to endanger performance of this Agreement and in either of these instances does not cure such failure within a period of 10 days after receipt of notice from the Authority specifying such failure;

provided, however, that this Agreement shall not be terminated if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of Consultant. In the event of a termination of this Agreement for cause, the Authority may, but need not, procure, upon such terms and in such a manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Authority may have. Consultant shall be liable to the Authority for any costs for such similar services in excess of the amounts paid or payable to Consultant under this Agreement.

3.3 In addition, the Authority may terminate this Agreement without cause by directing written notice of termination to Consultant not less than seventy-two hours prior to the effective date of such termination.

3.4 In the event of any termination pursuant to the provisions of this Article 3, Consultant shall deliver to the Authority any and all work or work in progress produced under this Agreement prior to its termination, and the Authority shall, upon receipt of said work, pay Consultant the reasonable value of said work less any set-off for damages caused by Consultant in the event that termination is for cause as set forth above. It is acknowledged and agreed that

the Consultant's services hereunder are personal services, and may not be assumed or assigned by a trustee in bankruptcy.

Article 4 - Additional Terms & Conditions

4.1 Liaison between the Authority and Consultant relative to performance of services required under this Agreement shall be effected through the Authority's [insert title] or his/her designee and [insert name/title] for the Consultant or such other person as may be designated in writing by the Consultant.

4.2 Consultant shall maintain in confidence all Authority business information that becomes available to it in connection with its services under this Agreement. All data and information developed by Consultant in the performance of this Agreement shall become the property of the Authority and shall not be disclosed by Consultant without the prior express written approval of the Authority. In addition, all right, title and interest, including copyright, to all data, information and other work product generated or created pursuant to this Agreement shall be and remain with the Authority. This paragraph shall survive any termination or expiration of this Agreement.

4.3 This Agreement is intended to secure to the Authority the faithful assistance and cooperation of Consultant, and Consultant, therefore, shall not accept engagements in work or business adverse to the interest of the Authority in the subject matter of this Agreement.

4.4 The Authority may at any time, by written order to Consultant, make changes in the service tasks within the general scope of this Agreement or, with the consent of the Consultant, extend the Term of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Agreement, an equitable adjustment in the price or the delivery schedule, or both, shall be made by the Authority and communicated to Consultant concurrently with said written change order. Any claim for or contest of adjustment under this clause must be asserted, if at all, within 30 days from the date of receipt by Consultant of said written change or order.

4.5 The Consultant agrees that services provided under this Agreement shall conform to the high professional standards of care and practice exercised by consultants engaged in performing comparable services; that the personnel assigned by Consultant to furnish such services shall be qualified and competent to perform adequately and completely the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment. Consultant shall furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.

4.6 In the performance of its duties under this Agreement, Consultant shall obtain all necessary permits and licenses and abide with all applicable laws, rules and regulations.

4.7 Consultant is engaged under this Agreement as an independent contractor and not as an agent or employee of the Authority and, as such, is permitted to engage in personal or private employment during normal working. Consultant shall be responsible for all payroll and other taxes arising from compensation and other amounts paid to Consultant under this agreement. To the extent that M.G.L. c. 268A may apply to Consultant or to Consultant's employees, Consultant agrees that it and its employees shall not engage in any conduct that violates the provisions of M.G.L. c. 268A.

4.8 Consultant shall not create, agree to, or assume, any commitment, contract or agreement, express or implied, on behalf of or in the name of the Authority. The Authority shall have no obligations or liabilities by reason of its relationship with Consultant, except the obligation to pay compensation as provided herein.

4.9 During the term of this Agreement, Consultant shall not employ, on either a full-time or part-time basis, any person as long as such person shall be employed by the Authority.

4.10 Consultant shall abide by and conform with the non-discrimination terms and other provisions in **Attachment C** attached hereto and incorporated herein.

4.11 Any failure by the Authority to assert its rights for or upon any default of this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. The Authority's review, approval, acceptance or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement, and Consultant shall be and remain liable to the Authority for any and all damages incurred by the Authority due to Consultant's failure to perform in accordance with the terms of this Agreement. The rights and remedies of the Authority provided under this Agreement are in addition to any other rights or remedies at law or in equity. The Authority may assert a right to recover damages by any appropriate means, including without limitation set-off, suit, withholding, recoupment, or counterclaim either during or after performance of the services under this Agreement.

4.12 In no event shall the liability of the Authority in connection with this Agreement exceed the compensation provided for under Article 2 hereof. In no event shall the Authority be liable to Consultant for damages for loss resulting from causes beyond the reasonable control of the Authority, and in no event shall the Authority be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

4.13 Consultant, at its sole cost and expense, shall maintain and keep in effect during the term of this Agreement, the following insurance: (i) workers' compensation insurance, as required by law; (ii) employer's liability insurance in an amount of not less than One Million Dollars (\$1,000,000); (iii) professional liability insurance coverage for errors, omissions and negligent acts in an amount of not less than One Million Dollars (\$1,000,000); and (iv) commercial general liability insurance (including automobile liability insurance covering all owned, hired and non-owned vehicles) for bodily and personal injury and property damage in the combined single limit of

One Million Dollars (\$1,000,000). On all policies of liability insurance required hereunder, except professional liability insurance, the Authority shall be named as an additional insured. Consultant's insurance shall be primary, over and above any other insurance held by the Authority. Consultant shall furnish Certificates of Insurance evidencing the insurance coverages required hereunder prior to commencement of this Agreement. Each policy of insurance required herein shall (a) be in a form and with a company that is authorized to do business in the Commonwealth of Massachusetts having a Best rating of B+ or better; (b) provide that it shall not be materially altered or cancelled by the insurer during the policy's term without first giving at least thirty (30) days prior written notice to the Authority; (c) provide that any act or omission of Consultant or the Authority shall not prejudice the rights of the Authority as a party insured under said policy; and (d) be subject to a deductible in an amount reasonably acceptable to the Authority, which amount shall be stated on the policy or certificate of insurance.

In the defense of any claim, demand, expense or liability which is to be covered under insurance policies obtained by Consultant as described in this Agreement (even if such claim, demand, expense or liability is groundless, false or fraudulent), Consultant agrees on its own behalf that it shall not and shall cause its insurers to agree that they shall not, without obtaining express advance written permission from the Chief Legal Counsel of the Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its members, officers, agents or employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority.

4.14 To the fullest extent permitted by law, Consultant at its sole cost and expense shall defend, indemnify and hold harmless the Authority and its members, officers and employees from and against any and all liabilities, claims, demands, causes of action, losses, damages, actions, including actions for personal injury or wrongful death, actions for property damage, and any other type of claims asserted by third persons alleging a violation of law or for any other cause, costs, fines, fees and expenses of any kind or nature whatsoever (including attorneys' fees and costs of investigation and litigation) arising from or related to the Consultant's performance under this Agreement, or the negligence, omissions, acts or operations of Consultant, its agents, employees, consultants or sub-consultants; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which Consultant demonstrates were caused solely by the negligence or willful misconduct of the Authority. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would exist at common law, and the extent of this obligation of indemnification shall not be limited by any provision of insurance undertaken by Consultant. Further, Consultant shall indemnify and hold harmless the Authority against and from all costs, counsel and expert fees, expenses and disbursements incurred in connection with or in defending any such claim or any action or proceedings brought thereon; and in case any action or proceeding is brought against the Authority by reason of any such claim, Consultant, upon notice from the Authority, agrees to resist or defend such action or proceeding with counsel reasonably acceptable to the Authority. The Authority shall give Consultant reasonable written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. This paragraph shall survive any termination or expiration of this Agreement.

4.15 No member, officer or employee of the Authority shall be charged personally or held contractually liable by or to Consultant under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

4.16 This Agreement, any duties hereunder, or interest herein may not be assigned or delegated by Consultant without the prior express written consent of the Authority.

4.17 This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to its principles regarding conflicts of laws. Any dispute arising between the parties under this Agreement may be decided by any court of competent jurisdiction located in Boston, Massachusetts.

4.18 The parties, by execution of this Agreement, voluntarily and intentionally waive all rights to trial by jury as to all claims, disputes, or controversies arising out of, or relating to, this Agreement or the performance or breach thereof. The Authority has acted in reliance on this condition in executing this Agreement.

4.19 This Agreement and the Exhibits attached to it set forth the entire understanding between the parties as to the subject matter hereof and supersede all prior or collateral agreements and representations. To the extent that there is any conflict between the Agreement and any provisions contained in any Exhibit, the Agreement shall prevail. This Agreement may not be amended or modified except by a writing signed by both parties; [**Delete if section 4.4 not included:** provided, however that the Authority may make changes in the service tasks within the general scope of this Agreement or extend the Term of this Agreement in accordance with the provisions of paragraph 4 of this Article 4;] provided, further, that any increase in monies due under this Agreement or any extension of the Term of this Agreement shall require a writing signed by both parties.

4.20 Consultant shall complete the Certificate of Compliance with Laws form designated as **Attachment D** attached hereto and incorporated herein.

4.21 Each of the persons executing this Agreement on behalf of the Consultant and the Authority, respectively, represents and certifies that he/she has authority and power to execute this Agreement on behalf of such party to the Agreement and to bind such party to the obligations contained herein.

4.22 If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

4.23 Whenever written notice or consent is required pursuant to this Agreement, it shall be sent to the parties at their respective addresses below, by registered or certified mail (postage pre-paid with return receipt requested), facsimile transmission, overnight express mail (postage pre-paid) or courier service. Any notice or consent sent by facsimile shall also be sent by registered or certified mail or overnight express mail or courier service. If sent by registered or certified mail, notice will be achieved three (3) business days after the date on which it is sent, and if sent by overnight express mail or courier service, notice will be achieved on the date of delivery. If notice is to be sent to Consultant, it will be sent to **[insert name, title, address]**. If notice is to be sent to the Authority, it will be sent to the Authority's liaison identified in paragraph 4.1, with a copy to the Chief Legal Counsel, each at Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128, with a copy sent to Pauline Roberts, Contract Administrator, Legal Department, at the above-written address. Notice shall be sent to the above-listed persons or to other persons at such other addresses as a party shall designate by like notice to the other party.

ARTICLE 5 - CONFIDENTIAL INFORMATION/SENSITIVE SECURITY INFORMATION

5.1 Consultant shall restrict access to Authority records, documents and information to only those employees of Consultant who require access to such records, documents and information to perform the services required hereunder. Consultant shall maintain in confidence, and shall cause its employees to maintain in confidence, all Authority records, documents and information, including but not limited to, individual personnel records, and records, documents and information which contain and/or constitute "Sensitive Security Information" ("SSI") as defined by 49 C.F.R. 1520, which become available to it/them in connection with Consultant's services under this Agreement.

The unauthorized release of SSI is prohibited. All records, documents and information defined by 49 C.F.R.1520 or designated by the Authority as SSI shall be marked, stored, distributed and destroyed in accordance with 49 C.F.R. 1520. Upon receipt of SSI from the Authority, Consultant acknowledges that it is a "Covered Person" subject to the requirements of 49 C.F.R. 1520.

SSI records, documents and information received during the course of this Agreement are the property of the Authority. No part of any such records or documents, or any of the information contained therein, may be photocopied or reproduced in any way (except as specifically required by the terms of this Agreement), or released to any person without the prior written permission of the Authority. Unauthorized possession, photocopying, reproduction or release of such records and documents, or any portion of their contents, or failure to return them to the Authority immediately upon request shall constitute a material breach of this Agreement.

Consultant shall report to the Transportation Security Administration ("TSA") the loss or unauthorized disclosure of SSI in accordance with 49 C.F.R. 1520.9(c) and shall notify the Authority of each such report. Failure to report to the TSA the loss or unauthorized disclosure of

SSI in accordance with 49 C.F.R. 1520.9(c) and/or failure to notify the Authority of such loss or unauthorized disclosure or of such report to the TSA shall constitute a material breach of this Agreement.

Any material breach of this Agreement as described in this Paragraph 5.1 may result in immediate termination of this Agreement and such other action as deemed appropriate by the Authority, including but not limited to, referral to federal authorities.

Upon signing the enclosed copies, please return the executed copies, each with an original signature, to the Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, Massachusetts, 02128-2909, Attention: Pauline Roberts, Contract Administrator, Legal Department. A fully executed Agreement with original signatures will be returned to you for your files.

Very truly yours,

MASSACHUSETTS PORT AUTHORITY

Michael A. Grieco
Assistant Secretary-Treasurer

Agreed and acknowledged:

CONSULTANT NAME

By:_____

Title:_____

ATTACHMENT A

SCOPE OF SERVICES

Consultant shall provide all of the services set forth below:

ATTACHMENT B

COMPENSATION

ATTACHMENT C

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In accordance with policies adopted by the Massachusetts Port Authority (the “Authority”), Consultant further agrees with respect to its exercise of all uses, rights, privileges and obligations granted or required pursuant to this Agreement as follows:

1. Consultant shall not discriminate against any person, employee or applicant for employment because of that person’s membership in any legally protected class, including but not limited to their race, color, gender, religion, creed, national origin, ancestry, age being greater than forty years, sexual orientation, handicap, or genetic information. Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation. Consultant shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.

2. Consultant will provide all information and reports pertinent to the Authority’s Equal Employment, Anti-Discrimination and Affirmative Action requirements requested by the Authority and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Authority to affect the Consultant’s obligations herein.

3. Consultant shall comply with all federal and state laws and Authority regulations pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt.

ATTACHMENT D
CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to G.L.c. 151A, §19A(b), the undersigned hereby certifies* under the penalties of perjury that Consultant, with Division of Unemployment Assistance (D.U.A.) ID Number _____, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

*Compliance may be certified if Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.c. 151A, §19A(c).

or check the following:

_____ *The undersigned certifies that the Massachusetts Employment Security Law does not apply to it because Consultant does not have any individuals performing services for it within the Commonwealth to the extent that it would be required to make any contributions or payments to the Commonwealth.*

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that Consultant (check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement and Protection Program

Corporate Entities Only:

Pursuant to G.L.c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that Consultant's Federal Identification No. *(for corporate entities only)* _____, and that to the best of his/her knowledge and belief Consultant has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

Individuals Only:

Pursuant to G.L.c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that, to the best of his/her knowledge and belief, the Consultant has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Consultant (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth.

Certification Regarding Companies Doing Business with or in Northern Ireland

Pursuant to G.L.c. 7, § 22C, the undersigned hereby certifies under the pains and penalties of perjury that Consultant is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland, and that Consultant (check applicable item):

1. _____ does not employ ten or more employees in an office or other facility located in Northern Ireland; or
2. _____ employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination.

Signed this ____ day of _____, 2010.

CONSULTANT: _____

Authorized Signature: _____

Title: _____

Attachment A-2

CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to G.L.c. 151A, §19A(b), the undersigned hereby certifies* under the penalties of perjury that Consultant, with Division of Unemployment Assistance (D.U.A.) ID Number _____, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

*Compliance may be certified if Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.c. 151A, §19A(c).

or check the following:

_____ *The undersigned certifies that the Massachusetts Employment Security Law does not apply to it because Consultant does not have any individuals performing services for it within the Commonwealth to the extent that it would be required to make any contributions or payments to the Commonwealth.*

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that Consultant (check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement and Protection Program

Pursuant to G.L.c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that Consultant's Taxpayer Identification Number is (complete applicable item): Social Security No. _____ **or** Federal Identification No. _____ and that to the best of his/her knowledge and belief Consultant has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Consultant (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth.

Certification Regarding Companies Doing Business with or in Northern Ireland

Pursuant to G.L.c. 7, § 22C, the undersigned hereby certifies under the pains and penalties of perjury that Consultant is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland, and that Consultant (check applicable item):

1. _____ does not employ ten or more employees in an office or other facility located in Northern Ireland; or
2. _____ employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination.

Signed this ____ day of _____, 20__.

CONSULTANT: _____

Authorized Signature: _____

Title: _____

Professional Consulting Services for Commercial Advertising Program

Massachusetts Port Authority

Financial Form

Form B-1

Proposer's Name: _____

	Time Allotment:	Hourly Rate:	Expenses:	Total
TASK 1: Development of Parameters for Advertising Program		\$	\$	\$
TASK 2: 2011 RFP Development and Implementation		\$	\$	\$
TOTALS:		\$	\$	\$