



MASSACHUSETTS PORT AUTHORITY
TOBIN BRIDGE ADVERTISING REVENUE PROGRAM
REQUEST FOR PROPOSALS

1.0 BACKGROUND

The Massachusetts Port Authority (“Massport”) is an independent public authority that provides for the growing transportation needs of Massachusetts and New England by:

- Developing, promoting and managing airports, the Boston seaport, the Tobin Memorial Bridge (“Bridge”), and other regional transportation infrastructure as customer-oriented gateways to New England, while maximizing safety and sustainability.

The Bridge is a vital link to the state’s road network, serving more than 36,000 commuters each day who travel to Boston from the North Shore of Massachusetts. The Bridge comprises a large, captive audience and as a high visibility venue, holds significant untapped revenue potential. Massport is seeking a company that will help Massport optimize the Bridge’s non-toll revenue opportunities and advance Massport’s objectives of increased revenue generation.

Massport invites proposals from qualified transportation advertising/media sales agencies (the “advertising contractor or “proposer” or “company”) interested in providing creative media buying/corporate sponsorship strategies to identify non-toll revenue generating opportunities, which shall include the negotiation of contracts with potential advertisers interested in advertising opportunities on the Bridge, or interested in sponsorship opportunities to benefit motorists who use the Bridge.

Through this competitive bid process, Massport is seeking proposers to enter into a contract to provide these services for a period of three years with one two-year option, exercised at the discretion of Massport.

2.0 SCOPE OF SERVICES

The Advertising Contractor will design and implement innovative advertising/sponsorship-based revenue programs for the Bridge. The Scope of Services shall include: a) product design, b) development, c) sales and promotion, d) sign design, production, delivery, installation and maintenance, e) billing, collection, and reporting. The advertising contractor shall bear all labor costs, cost of sales, materials and overhead expenses associated with managing this marketing program.

2.1 PROGRAM OBJECTIVES

Massport’s goals in seeking proposals under this RFP are to:

- Maximize potential non-toll revenue through innovative advertising/corporate sponsorship programs.
- Develop new business opportunities through programs, services, and other creative uses of the physical asset and visibility offered by the Bridge.
- Ensure that these non-operational activities support the efficient operation of the Bridge and enhance the motorists’ experience.



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2.2 SELECTION PROCESS AND CRITERIA

The evaluation of responses to this RFP will be based primarily upon the advertising contractor's qualifications, relevant experience, financial statements, references, two years audited financial statements or other proof of financial stability, external financial reports, a detailed proposed schedule of fees, proposed advertising sponsorship-based revenue program and such other information requested in this RFP.

Massport is seeking specific, identified corporate sponsorship proposals. Proposers should include detailed examples of innovative sponsorship programs that are currently in place on similar bridges in the US and abroad.

Revenue generation capabilities will be a significant factor in the selection process. However, Massport will not necessarily select an agency on the basis of the highest revenue proposed. Massport will select the entity and proposal deemed to serve Massport's best interests.

3.0 ADVERTISING SPACE

The Bridge's toll plaza consists of seven tollbooths. Visibility locations may include but are not limited to:

- toll booths
- receipts
- gates
- roadway poles
- vehicles
- other visibility points

Proposers may bid on any or all of the above listed spaces. All advertisements must comply with applicable federal, state and local laws, rules and regulations including without limitation M.G.L. c.93D, and implementing regulations, 711CMR 3.00 et seq., 23 U.S.C.131 and implementing regulations, 23 CFR 750.701 et. seq. and the terms of an Agreement between the Federal Highway Administration/Department of Transportation and the Commonwealth of Massachusetts dated December 31, 1971 as amended.

Any space that interferes with the efficient operation of the Bridge and/or the use of the tollbooths may not be used for advertising purposes.

Proposers may also propose a "sponsorship" package that uses or excludes any of the above listed spaces.

Massport has determined that it is not interested in proposals that relate to freestanding or attached billboards that flank the sides of the Bridge.

Proposers should be prepared through their own research and due diligence to present actual concepts that adhere to the exact federal, state, and local laws, rules and regulations as they pertain to the Tobin Bridge specifically.

3.1 MAINTENANCE

The selected company will maintain all advertisements at their own cost. The company shall also perform quarterly inspections of each advertisement. The company will be responsible for the installation, maintenance and repair of all advertisements covered by the contract. The company will cover the cost of all labor and maintenance needed to maintain and repair an advertisement.



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3.2 SERVICE HOURS

The placement, maintenance, and removal of advertisements shall not disrupt the service of the toll plaza, the flow of traffic on the bridge during peak traffic hours, nor adversely impact the community during installation and removal of materials. Peak traffic hours are 5:30-10:30 AM and 3:30-7:30 PM Monday-Friday. Installation procedures and times for installation and/or removal of materials must be approved in advance by Massport (no less than forty-eight hours notice).

3.3 APPEARANCE AND CHARACTER OF ADVERTISEMENTS

All advertisements shall be of a reputable character, and the appearance of all advertisements shall be acceptable and in accordance with the Massport's Advertising Policy Guidelines, a copy of which is included as Exhibit B of the Concession Agreement (Attachment IV). Advertisements shall be submitted in advance to Massport for review and approval in writing before display. If, at any time, Massport determines an advertisement unacceptable, or if the advertising placed under this agreement is determined to present a hazard to the traveling public by the state police or some other public safety department having jurisdiction, then the advertising contractor shall remove the advertisement within 24 hours of notification of such determination. If the advertising contractor shall fail to do so, Massport, at the advertising contractor's expense, may immediately remove the advertisement without liability for such removal.

4.0 CONTRACT TERM

The term of the contract shall be three years, with one two-year option, at the discretion of Massport. A contract start date of April 30, 2009 is anticipated.

4.1 NO ASSIGNMENT OR TRANSFERS OF CONTRACTS FOR ADVERTISING

The company shall not enter into any contracts with advertisers that extend beyond the expiration date of this contract.

5.0 PROJECT FINANCIALS

5.1 ANNUAL FEE AND DEFINITION OF GROSS BILLINGS

Gross billing shall mean the total dollar amount of all invoices issued to advertisers and/or their agents by the company during a specified period for Bridge advertising sales, prior to commissions or sales allowances of any kind.

Massport wishes to maximize the net revenue potential of the advertising and/or sponsorship opportunity at the Bridge. Companies are encouraged to creatively structure their financial proposal to meet this objective. Companies should anticipate a financial structure that provides for a minimum annual guarantee. Proposals should include a detailed strategic plan to meet the annual guarantee. Massport reserves the right to negotiate a minimum guarantee with the proposers or the successful proposer and further reserves the right to request a "best and final" minimum annual guarantee. All payments under the contract will be due on a monthly basis.

The company shall not have the right to accept payment from advertisers in the form of goods, service, or other non-cash reimbursements.



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5.2 ANNUAL ACCOUNTING

At the close of each contract year, there shall be an annual accounting, the purpose of which shall be to verify the total money due to Massport in the contract year.

The company shall bear the cost of and provide to Massport a certified, audited financial statement of Gross Revenue. Such statement shall be prepared in conformance with generally accepted audited standards and accompanied by an opinion rendered by a Certified Public Accountant, for each contract year.

The company shall maintain in accordance with Generally Accepted Accounting Principles (GAAP) and with generally accepted auditing standards, such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the company's revenue. Such books and records shall contain records of all of the company's pertinent activity under this contract in a form consistent with good accounting practice (which may include, without limitation, electronic media compatible with the computers available to the Authority, or computer generated hard copies.

The company shall retain and keep available all documents and records relating to this agreement for not less than seven (7) years after each Contract Year of the contract term or any extension thereof. Company agrees to keep such records as required to be maintained on the premises or at another location within the metropolitan Boston area. If the company maintains the books, accounts, and records in another location outside the metropolitan Boston area, the company shall make these documents available at the company's local office or at an agreed-upon site (i.e. the Logan Office Center) upon reasonable notice from Massport.

5.3 ADVERTISING RATES

During the term of the contract, the company shall furnish the most current advertising rate card, which must be approved in advance by Massport.

The company shall not give additional advertisements to advertisers (outside of the established rate card) as an incentive for long-term advertising contracts.

Any "make good" advertisements in consideration for any errors, omissions, or mistakes shall be the sole responsibility of the company and shall not limit in any way the revenue due to Massport for the period or periods of time that advertising is displayed on the Bridge.

6.0 QUALIFICATIONS

In order to be eligible for consideration under this RFP, your company must complete all questions to the Questionnaire (6.1) and provide a Financial Proposal (6.2). Only bidders that show demonstrated experience in performing the scope of services will be considered.



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6.1 QUESTIONNAIRE

- 1) Please describe your company and include information about your business including: the location of your business, whether licensed to do business in Massachusetts, number of employees, date of incorporation, and a list of key commercial clients and dates including dates of each client relationship.
- 2) Provide names, titles, qualifications and experience of key company personnel.
- 3) Provide at least two references from past clients utilizing your services, including name, address and phone. Please also state the nature of the service you provided, as well as the revenue your company generated for that client. Please include at least two reference contracts for the commercial accounts listed below in number five (5) that Massport may contact.
- 4) Describe your company's qualifications and experience in fulfilling the scope of services.
- 5) Describe three commercial accounts your company currently services. These accounts should be similar to those services anticipated by Massport. Please identify:
 - Client (or general description of company)
 - Scope of services
 - Length of time as a client
 - Subcontract work, if any
 - Annual value of contract
- 6) State whether or not you intend to subcontract any of your services. If yes, describe the nature of such a subcontract.
- 7) Specify whether your company or any sub-contractors are a minority or women-owned business enterprise (MBE or WBE).
- 8) Identify the location of the primary office from which the majority of the services will be provided.
- 9) Identify all legal or administrative proceedings currently pending against the company or its principals or concluded adversely to the company or its principals within the past 5 years which relate to the procurement or performance of any public or private agreement for services comparable to the services requested by this RFP.

6.2 FINANCIAL PROPOSAL

- 1) Describe your company's proposed payment and financial structure for this contract.
 - Provide financial statements and statements of conditions for each of the last three years. If financial statements are consolidated with an affiliated company, submit both the consolidated financial statements and the separate financial statements.
 - Has the company filed for bankruptcy within the last five years? If so, please describe current status.
 - Does the company have any present overdue indebtedness to a government unit or agency, or any outstanding claim or demand or indebtedness? If so, please specify.
- 2) Detail all unit costs, if any, and any fee by unit, if any for each proposed service or opportunity.
- 3) Complete a Financial Proposal including a Financial Proposal Summary Sheet. (Attachment I).



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7.0 NON-DISCRIMINATION POLICY

In accordance with policies adopted by the Massachusetts Port Authority, company shall agree with respect to its exercise of all uses, rights, privileges and obligations granted or required herein as follows:

Company 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, genetic information, or veteran status. Company 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. Company shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.

Company shall provide all information and reports pertinent to Massport's Diversity Policies as may be requested by Massport. Although Massport has not established a specific goal for this contract, participation by MBE and WBE firms and inclusion of MBE and WBE sub-contractors is strongly encouraged.

7.1 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

The Authority encourages participation by Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) firms. Accordingly, advertising contractor shall be required to provide information related to MBE and WBE participation, if any, during the term of this contract. The Authority is committed to ensure full participation of diverse businesses in all of the Authority's economic activities, including its purchases of goods and services. The Authority encourages its contractors, vendors, and tenants to promote business diversity in all of their business activities by providing MBEs and WBEs with equal opportunity to participate in contracts, and to provide the Authority with information regarding their proposed utilization of MBEs and WBEs under this contract. The terms Minority Business Enterprise and Women Business Enterprise refer to businesses that meet the certification criteria of, and are certified by, the Massachusetts State Office of Minority and Women Business Assistance (SOMWBA), as set forth in 425 CMR section 2.2 et. Seq., or that meet the certification criteria of, and are certified by, the New England Minority Supplier Development Council (NEMSDC). Service Providers shall provide a SOMWBA or NEMSDC certification letter for each MBE and WBE proposed to be utilized.

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

7.2 AFFIRMATIVE ACTION

With respect to the contractors, vendors, and tenants exercise of all uses, rights and privileges herein, contractors, vendors, and tenants agree to comply with affirmative action policies of the Authority, and comply with all federal and state laws, rules and regulations pertaining to Civil Rights and Equal Opportunity, including but not limited to Title 49, Subtitle A, Part 21; 49 CFR Part 23; and 14 CFR Part 152, Subpart E, Executive Orders 11246 and 11478 and Section 504 of the Rehabilitation Act of 1973, to the extent applicable, and as such laws, rules, regulations and orders may be amended. Contractors, vendors, and tenants agree that they shall comply with any affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with federal law.



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7.3 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 (ICBs). Massport encourages companies to use ICBs 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 ICBs.

8.0 CLARIFICATIONS TO REQUEST FOR PROPOSALS

Companies seeking clarification to this Request for Proposals must submit questions via email no later than 4:00 pm on Wednesday, February 25, 2009 to Timothy D. Saccoia (tsaccoia@massport.com) (the "Project Manager"). Massport will provide via email to all companies that have expressed interest and submitted questions to this RFP, a listing of all questions received prior to such deadline and an e-mail response to each question by 4:00 pm on Friday, February 27, 2009.

8.1 SUBMISSION REQUIREMENTS

All submissions must be received by 4:00pm on **Friday, March 6, 2009**. Any submissions received after 4:00 pm will be deemed non-responsive, will not be considered and will be returned unopened. Responses submitted by facsimile or email will not be considered.

Each response to this RFP must be accompanied by:

1. A Financial Proposal Sheet as referenced in Section 6.2 (attached hereto as Attachment I);
2. A Proposal Acknowledgment Form (attached hereto as Attachment II);
3. A Workforce Composition Form (attached hereto as Attachment III) (optional);
4. A complete response to all questions contained in Section 6 of this RFP.

The company's response to the Qualifications section of this RFP must include a response to every question and must include any and all sample work product requested.

Responses must be prepared on letter sized, white paper and be bound with all pages sequentially numbered. Responses must contain one original, five copies, and one CD of your company's submission and must be received by the Authority at or prior to 4:00 pm, on Friday, March 6, 2009 to:

Timothy D. Saccoia
Senior Marketing Manager
Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston, MA 02128

ALL PROPOSALS MUST BE DELIVERED IN SEALED ENVELOPES BEARING ON THE OUTSIDE THE NAME AND ADDRESS OF THE RESPONDENT AND THE NAME OF THIS RFP.



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8.2 OWNERSHIP AND USE OF RESPONSES

All responses to this RFP shall become the property of the Authority. Information submitted to Massport may be subject to disclosure pursuant to M.G.L. c. 66 and M.G.L. c.4, Section 7, cl. (26), the state public record statutes. Any proposal or other material received by Massport may be considered a public record after the selection by Massport of marketing agency and will be available for inspection and copying by any person at that time. It is understood that Massport will have no liability for disclosure of information provided in any proposal or related attachments and exhibits.

Costs for developing the response to this RFP are entirely the responsibility of the company and shall not be reimbursed in any manner by Massport.

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

Massport reserves the right to seek additional information from any and all companies and to schedule interviews with the finalists. In addition, by submission of its response to this RFP, companies authorize Massport to contact any and all parties having knowledge of company's operations and financial history and hereby authorizes all such parties to communicate such knowledge or information to the Authority.

The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and not because of any legal requirement to do so. The Authority reserves the right to accept or reject any or all proposals, for any reason, to withdraw or amend this Request for Proposals at any time, to initiate negotiations with one or more company, to modify or amend, with the consent of the company, any proposal prior to acceptance, to reject any or all proposals at any time prior to execution of the agreement, or waive any informality or otherwise to effect any agreement as the Authority may, in its sole judgment, deem to be in its best interest. Massport need not select the proposal that provides the maximum financial return to Massport, but, will select the proposal that is most responsive to Massport's needs and deemed to be in the best interest of the Authority.

Massport shall not be obligated to respond to any proposal submitted, nor shall any correspondence, discussions, meetings or other communications between any company and Massport impose any obligation on Massport to include such respondent in any further procedures which the Authority may utilize in its evaluation and selection process.

Massport reserves the right to withdraw its RFP at any time. In such event, Massport shall not be liable to any respondent for costs or expenses incurred by them in preparation of a response to this proposal.

Companies acknowledge that there is an advertising contract in effect for all of Massport's facilities which provides for third-party advertising and that the marketing services described herein shall not conflict with the third-party advertising contract in effect.



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8.3 Acceptance of Responses

It is the intent of the Authority to award a contract on the basis of the response to this RFP. However, the Authority, at its sole discretion, reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety. The Authority may request additional information from the respondents during the course of the selection process.

The successful company shall be expected to execute an agreement with the Authority, substantially in the form of the Tobin Bridge Concession Agreement, attached hereto as Attachment IV, which shall substantially incorporate the *Scope of Services*, described herein. Any company that believes modification of the stated *Scopes of Services* is necessary or appropriate or any company that takes exception to any provision of the Authority's Standard Consultant Agreement, attached hereto, must so indicate at the time of submission. Otherwise, it will be assumed that the terms of the *Scope of Services* and the attached contract are acceptable. The Authority reserves the right to accept or reject any proposed changes.

Any company that is currently providing goods or services to the Authority as a vendor, consultant, contractor or subcontractor, or in any other capacity, should disclose all projects or contracts that respondent is performing for or entered into with the Authority, and respondent's plan to address and resolve such conflicts of interest, if any.

The Authority reserves the right, in its sole discretion, to request additional information from a company on potential conflicts of interest and to limit or prohibit the participation of any company due to any conflict of interest.

To the extent that M.G.L. c. 268A may be applicable, companies and their officers, agents and employees shall be fully responsible for ensuring their compliance with the requirements of said Chapter 268A.

By submitting a response to this RFP, including the required Proposal Acknowledgement Form, the company agrees to accept award of a contract to provide services to the Authority, as described herein.

Neither the members of Massport, nor any individual member, nor any officer, agent or employee of Massport shall be charged personally by the company or any third party with any liability or held liable to it under any term or provision of this RFP or any statements made herein.



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ATTACHMENT I

FINANCIAL PROPOSAL CONTRACT YEAR 1

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Signed: _____

Title: _____

ADVERTISEMENTS	ESTIMATED GROSS ANNUAL REVENUE FROM ADVERTISERS/COMPANY	ESTIMATED NET ANNUAL REVENUE TO MASSPORT
TOLL BOOTHS		
RECEIPTS		
GATES		
ROADWAY POLES		
OTHER VISIBILITY SITES/OPPORTUNITIES (Describe)		

*** Please list any rush charges or attach a rate card.***



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ATTACHMENT II

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer acknowledges that it has received and read the RFP and other attachments to the Request for Proposals, and the terms thereof are incorporated by reference in this Proposal. The Proposer agrees that if its Proposal is accepted, the Proposer will enter into an agreement with the Authority substantially in the form attached hereto subject to modification as may be negotiated in response to objections presented as part of the proposal and as deemed necessary or desirable by the Authority's Chief Legal Counsel.

By submission of its response to this Request for Proposal, the Proposer authorizes the Authority to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to the Authority.

This proposal constitutes a firm offer. A certified copy of the Proposer's corporate resolution or other proof of authority to make this proposal as a firm offer must be attached. This offer shall be held firm and open for a period of 90 days.

The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and not because of any legal requirement to do so. The Authority reserves the right to accept or reject any or all proposals, for any reason, to withdraw or amend this Request for Proposals at any time, to initiate negotiations with one or more Companies, to modify or amend, with the consent of the Company, any proposal prior to acceptance, to reject any or all proposals at any time prior to execution of the agreement, or waive any informality or otherwise to effect any agreement as the Authority may, in its sole judgment, deem to be in its best interest.

Signature _____

Printed Name _____

Company Name _____

Date _____



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ATTACHMENT III

Proposer's Name: _____

EMPLOYMENT CATEGORIES	TOTAL EMPLOYMENT	TOTAL MALES	MINORITY MALES	TOTAL FEMALES	MINORITY FEMALES	RESIDENTS OF IMPACTED COMMUNITIES*
PROFESSIONALS AND MANAGERS						
SERVICE PERSONNEL						
CLERICAL OFFICE WORKERS (non exempt employees)						
TOTAL WORKERS						

Note: The employment categories may be adapted to fit the individual firm.

* Impacted Communities: East Boston, South Boston, Charlestown, Revere, Winthrop, and Chelsea

How many new Employees will be added to the workforce if you are awarded this contract?

	FULL-TIME	PART-TIME
PROFESSIONALS AND MANAGERS		
SERVICE PERSONNEL		
CLERICAL, OFFICE WORKERS		
TOTAL ALL CATEGORIES		