Massachusetts Port Authority

Request for Proposals

Upgrade and Improvements to Massport’s
Oracle Hyperion
Planning and Budgeting System

RFP Issue Date: May 8, 2015
RFP Response Due: May 29 2015/ 1:00PM Eastern
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1.0 Introduction
The Massachusetts Port Authority (the "Authority" or "Massport") is a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts created and existing pursuant to Chapter 465 of the Massachusetts Acts of 1956, as amended. The Authority owns, controls, operates, and/or manages Boston-Logan International Airport, Laurence G. Hanscom Field, Worcester Regional Airport, and certain facilities in and around the Port of Boston. For more information on the Authority, its mission, organizational structure, facilities and programs, please log on to the Authority's website at http://www.massport.com.

1.1 Project Background and Objectives
Massport currently processes its annual and 5-year operating and capital budgets using two applications -- Operating Budgeting and Capital Budgeting -- developed using Oracle USA’s Hyperion Public Sector Planning and Budgeting (“PSPB”) software. Both applications are running under PSPB version 11.1.2.1.600 in both production and development/test environments (see Figure 1).

![Figure 1 - Current environments.](image-url)
Massport’s overall objectives for the work and services under this project include:

Install PSPB version 11.1.2.3 -- or the latest version to be determined by the Massport Project Manager (“the Upgrade Version”) -- on new servers that will be provided by Massport for the Operating and Capital production and development/test environments.

a. Migrate/validate the Operating and Capital applications (including all reports, queries, procedures, interfaces, scripts, etc.) onto the new production and development/test environments.

b. Migrate/validate the Operating and Capital production environment data onto the new production environment servers.

c. Implement Hyperion’s new Decision Package functionality within the Operating application per the Massport Project Team member’s requirements (working in conjunction with the Massport Project Manager).

d. Implement Hyperion’s new logging functionality within the Operating application per the Massport Project Team member’s requirements (working in conjunction with the Massport Project Manager).

e. Implement some new textual data capabilities (i.e., “Comments”) within the Operating application per the Massport Project Team member’s requirements (working in conjunction with the Massport Project Manager).

f. Set up a new application, named Metrics, per the Massport Project Team member’s requirements (working in conjunction with the Massport Project Manager).

See Figure 2 for a potential view of the resulting new environments (the final configuration will be determined in the design phase of the work).
The Authority will purchase, install and configure new hardware servers to replace the older computing equipment currently in use.

The two budgeting applications are currently used by approximately 60 employees throughout Massport. To assist these users with their budgeting, once per day each application receives and imports a text file from Massport’s financial accounting system containing spending amounts (i.e., the “actuals”). Once per year, each budgeting application generates a text file containing the approved annual budget for downloading into the financial accounting system. Massport intends to emphasize testing early and often to ensure accuracy and correctness of the configured software and the applications processing.

To facilitate the work, a phased approach will be taken including:

1. Project Preparation and Design;
2. Implementation and Testing;
3. Follow-On Support.
Within each phase of the Work, specific tasks, identified in section 6 – Scope of Services, will be performed by the Consultant. The Massport Project Manager, working in conjunction with members of the Massport Project Team, will determine the acceptability of all completed tasks and associated deliverables. Unless directed in writing by the Massport Project Manager, work in a phase must be fully completed, as determined by the Massport Project Manager, prior to continuing on to a subsequent phase. Work will not be considered completed until all issues, problems or defects within a phase have been fully documented and successfully remediated. Massport is open to revising the sequencing of tasks within phases in order to increase efficiencies, improve project performance and/or to reduce costs.

1.2 Proposal Invitation
The Authority is issuing this Request for Proposals (“RFP”) to seek proposals from firms that are interested in providing services related to Upgrading and Improving Massport’s implementation of Oracle Hyperion Budgeting and Planning System (the “Project”). The Authority invites proposals from qualified and experienced persons or firms interested in entering into a contract to provide these services.

2.0 Project Scope of Services
Work under the subject contract will be completed using the following phased approach:

Phase 1. Project Preparation and Design (see section 2.1);
Phase 2. Implementation and Testing (see section 2.9);
Phase 3. Follow-On Support (see section 2.10);

The members of the Massport Project Team will provide the oversight and high-level direction on the project including making decisions regarding system functionality and general operation. The Massport Project Team members will assist the Consultant’s team with learning about Massport and how budgeting and financial data is currently accessed and processed. The Consultant shall assign a project manager to work in conjunction with the Massport Project Manager and Project Team members to provide the planning, organizing and resource management required. The Consultant’s team members will complete the work as described in Phases 1 through 3 of this document and shall include, at a minimum, the following deliverables:

- Project Staffing Plan document (see section 2.2);
- Work Schedule document (see section 2.3);
- Work Plan document (see section 2.4);
- Testing and Results Documentation Plan document (see section 2.6);
- Complete and fully tested Operating budgeting environment that incorporates new capabilities and functionalities (see section 2.5);
• Complete and fully tested Capital budgeting environment (see section 2.5).
• Complete and fully tested new Metrics environment (see section 2.5).
• Ongoing Support (see section 2.10).

All work completed under this contract shall be subject to the Massport Project Manager’s approval who will be working in conjunction with the members of the Massport Project Team including the Authority’s Chief Financial Officer, the Massport Comptroller and his delegates, the Operating Budget Director, the Director of Capital Programs’ Project Controls, the Director of Finance and Treasury, the Budgeting Systems Manager, the Chief Information Officer and other employees and system users associated with the budgeting systems and the project. Work on each phase must be completed, as determined by the Massport Project Manager, prior to moving on to a subsequent phase.

2.1 Project Preparation and Design (Phase 1)
In this phase, the project’s operational parameters are defined and established; the current state of Massport's relevant budgeting systems are analyzed and assessed; a complete plan for the work is created; testing scripts and roles are established; and a support plan is completed.

2.2 Project Management
The deliverable for this section is the Project Staffing Plan document.

The Consultant shall designate a project manager as its single point of contact and communication for the duration of the project. The Consultant’s project manager, working in conjunction with the Massport Project Manager, shall be responsible for managing and coordinating all aspects of the work including project management, administration, coordination, time and attendance tracking, attendance at all scheduled and impromptu meetings and subcontracting (if applicable).

Massport places a high priority on maintaining a stable roster of consulting staff throughout the project; however, Massport reserves the right to require that any member of the Consultant’s team be replaced at any time and at no additional cost to the Authority. The Consultant’s project manager shall provide a Project Staffing Plan that includes staffing, roles, responsibilities and skill sets for all personnel that will be provided by the Consultant for all work on the project. The Consultant’s project manager shall also provide, in the Project Staffing Plan, a list of the Massport resources needed throughout the project including a description of the work required to be completed with an estimated hours-to-completion for each work item.

The Consultant’s project manager shall provide weekly status reporting containing, at a minimum, the following information:
• A recap of tasks accomplished and milestones achieved to date;
• A list of issues impacting the project and their proposed or actual resolutions;
• A review of the project schedule and work plan including next steps/tasks/events.

The Consultant’s project manager shall attend weekly Project Team meetings to discuss the status reporting and other issues associated with the project.

Members of the Consultant’s team shall provide their own client-side computers, productivity applications and broadband capabilities for their work under the project. Massport will supply connectivity to the Massport network as well as accounts on the appropriate servers for members of the Consultant’s team.

All data or information associated with Massport under this project shall be considered the sole property of Massport and shall not be copied or shared in any capacity except where expressly permitted by Massport. Massport strongly discourages copying any of Massport’s data onto non-Massport-owned computers, networks or data storage devices; however, if, in the opinion of the Massport project manager, it becomes necessary to do so then any and all data shall be encrypted using the Advanced Encryption Standard (AES) as defined by the National Institute of Standards and Technology or an approved equal or stronger algorithm. The copied data shall remain encrypted during the full period where it is stored on non-Massport-owned devices. Once the data is no longer required to be on the non-Massport-owned devices, as determined by the Massport Project Manager, it shall be removed and destroyed in such a way as to prohibit its restructure or reuse.

The acceptance criteria for deliverables under this project is based on a desire for professional quality and well written, concise documents that target a non-technical audience and that clearly and completely define the subject matter. Each deliverable will be reviewed and evaluated by members of the Massport Project Team and the Massport Project Manager for their format and content.

Upon submission of a deliverable by the Consultant, Massport shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within five (5) business days after the receipt of the deliverable draft. If necessary and if so instructed to do so by the Massport Project Manager, the deliverable will be revised by the Consultant as appropriate and another draft of the deliverable will be resubmitted within three (3) business days. Massport shall respond to resubmitted deliverables within three (3) business days.
In the event that Massport fails to respond to a deliverable as required in the preceding paragraph, notice shall be given of such event to Massport’s Project Manager or designee, and to the project sponsors. In the event that no response is received within three (3) business days thereof, the deliverable shall be deemed to be approved as is.

A “sign-off” form (supplied by the Consultant) for Massport to indicate its approval, disapproval, or other comment shall accompany each deliverable submission.”

2.3 Work Schedule
The deliverable for this section is the *Work Schedule* document.

Early on in the Project, the Consultant shall submit a general schedule of all work associated with this project for approval by the Massport Project Manager. The schedule shall identify individual project milestones with dates including, but not limited to, contract deliverable submittals, information gathering meetings, work sessions, knowledge transfer sessions, upgrades, installations, patching, testing periods, training periods, weekly meetings, go-live dates, support periods, etc. The Consultant will be responsible for coordinating the *Work Schedule* to accommodate the schedules of the Project Team members. The Consultant is responsible for ensuring that the scheduled tasks are completed on time; however, should the schedule change, then the Consultant will be responsible for maintaining the accuracy of the *Work Schedule* document throughout the life of the project.

2.4 Work Plan
The deliverable for this section is the *Work Plan* document.

Early on in the project, the Consultant shall submit for approval by the Massport Project Manager, a detailed *Work Plan* identifying all tasks and procedures used to complete the work under the project. The *Work Plan* shall include, but not be limited to, the following informational items:

- Task/procedure name;
- Task/procedure description;
- Task/procedure owner(s);
- Task/procedure completion status;
- Resources needed;
- Task/procedure start and end dates with number of days/hours to completion;
- Comments/notes.
The Work Plan shall be synchronous with the Work Schedule (see section 2.3). The Consultant shall ensure that the Work Plan document is kept up to date throughout the life of the project. If, during the life of the project, the Work Plan or the Work Schedule change then the Consultant shall update the documents accordingly, resubmit them for approval by the Massport Project Manager, and immediately redistribute them to all Project Team members.

At a minimum, the Work Plan shall detail the following work items:

- The recommended design of the computing infrastructure for the budgeting systems including all physical and virtual servers (OS, database, application, Essbase, web, etc.) in a configuration that will best support Massport’s requirements. Massport Operations staff will implement the computing infrastructure per the finalized design. Massport’s current approach to the computing infrastructure is to provide physical servers for the database and Essbase components while using VMWare’s virtual servers for the web and application servers; however, Massport remains open to alternative arrangements/configurations.
- The installation, setup, configuration and testing of the PSPB software for the Operating, Capital and new Metrics applications in the new production environment.
- The installation, setup, configuration and testing of the PSPB software for the Operating, Capital and new Metrics applications in the new development/test environment.
- The migration/validation of the Operating application to the new production environment including all forms, reports, queries, procedures, programs, system interfaces, scripts, etc.
- The migration/validation of the Capital application to the new production environment including all forms, reports, queries, procedures, programs, system interfaces, scripts, etc.
- The migration/validation of the Operating application data to the new environment.
- The migration/validation of the Capital application data to the new environment.
- The incorporation and validation of new functionality into the Operating application including:
  - Decision Packages – Massport would like to take advantage of this new functionality including migrating our existing DP data into the new functionality. The Consultant should explore this new feature with members of the Project Team to determine how best to incorporate the DPs into the application;
  - Comments – Massport would like to allow users to provide comments with some of their budgeting. The Consultant should explore this feature with
members of the Project Team to determine how best to incorporate the comments into the application;

- System logging – The Consultant should explore this new feature with members of the Project Team to determine how best to incorporate logging into the application. Massport would like to use the logging capability to automatically track budget changes (instead of tracking each change manually in a spreadsheet).

- Ongoing support of the applications (Operating, Capital and Metrics).

2.5 Testing and Results Documentation Plan
The deliverable for this section is the *Testing and Results Documentation Plan* document.

The purpose of testing is to find issues, problems and/or defects early in the project reducing the time and costs associated with fixing them. The purpose of documenting the completed testing results is to provide a clear record of what has been tested for system acceptance, auditing and change management purposes. Documenting the test results gives Massport confidence that, upon completion of the work, all systems will work completely, accurately and efficiently as they currently do and that the new capabilities have been incorporated correctly.
The following table details the four levels of testing required under the subject contract work:

<table>
<thead>
<tr>
<th>Testing Level</th>
<th>Description</th>
<th>Responsible</th>
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</table>
| Unit                  | Thorough functional testing of a software module or component including all associated reports, SQRs, processing, executables, scripts, queries and customizations.  
Massport Project Team members oversee the testing process.  The Consultant and Massport Project Team members sign off on the testing process. | The Consultant develops and executes test scripts and documents all results.  Massport Project Team members oversee the testing process.  The Consultant and Massport Project Team members sign off on the testing process. |
| Integration           | Thorough testing of all SDIs associated with a software module, component or system change (upgrade, implementation, reconfiguration or conversion).  Massport to provide copies of SDI data files for testing purposes. | The Consultant develops and executes test scripts and documents all results.  Massport Project Team members oversee the testing process.  The Consultant and Massport Project Team members sign off on the testing process. |
| System (End-to-End)   | Complete, end-to-end system testing confirming system-wide functionality including all SDIs, reports, queries, customizations, etc.  
Massport Project Team members execute the scripts and document all test results.  The Consultant oversees the testing process.  The Consultant and Massport Project Team members sign off on the testing process. | The Consultant develops the testing scripts.  Massport Project Team members execute the scripts and document all test results.  The Consultant oversees the testing process.  The Consultant and Massport Project Team members sign off on the testing process. |
| General Functionality | High-level testing of basic system functionality to ensure that a pre-tested system has been moved or transitioned successfully.  
Massport Project Team members execute the high-level scripts and Massport Project Team members document the results.  The Consultant oversees and signs off on the testing process. | The Consultant develops the high-level scripts and Massport Project Team members execute them documenting the results.  The Consultant oversees and signs off on the testing process. |

The *Testing and Results Documentation Plan* shall address the entire testing process including planning, script development, script execution, documentation, problem remediation and re-testing for all phases of the project work. The Consultant shall provide the Unit, Integration, System and General Functionality level testing scripts for approval by the Massport project manager prior to their use in any actual testing. The Consultant shall be responsible for
updating the Unit, Integration, System and General Functionality level testing scripts to accommodate any changes made to the system design, configuration or overall processing procedures at any time during the work.
At a minimum, the Testing and Results Documentation Plan shall include the following levels of testing:

1) Unit Level Testing. Thorough functional testing of a software component or module including all associated logs, reports, queries, SQRs, programs, executables, scripts etc. Unit level testing is required following any changes to a module’s setup or configuration.

2) Integration Level Testing. Thorough testing of all SDIs associated with a software component or module due to a system change (including upgrade, patch implementation, code refactoring, reconfiguration or conversion).

3) System Level (end-to-end) Testing. Complete, end-to-end system testing confirming system-wide functionality including all batch processing, SDIs, reports, queries, customizations, etc.

4) General Functionality. High-level testing of basic system functionality to ensure that a fully tested system has been moved or transitioned successfully.

The format and content of the Testing and Results Documentation Plan shall be subject to the approval of the Massport project manager.

2.6 Test Script Development

The deliverables for this section include the completed Unit, Integration, System and General Functionality-level testing scripts.

The Consultant shall be fully responsible for designing and developing all Unit, Integration, System and General Functionality level testing scripts. The testing script shall contain the testing scenarios to reasonably provide members of the Project Team with a high level of confidence that the systems function correctly for all of their requirements. At a minimum, the Unit, Integration, System and General Functionality level test scripts developed by the Consultant shall contain:

- A clear and concise description of the item or functionality being tested;
- The expected results;
- Space for the tester to provide:
  - The actual results;
  - A pass/fail status indicator;
  - One or more screen-images (via cut+paste or attachment);
  - A detailed note from the tester and/or observer;
  - Spaces for sign-offs (tester, observers).
The format of and content of all test scripts shall be subject to the approval of the Massport project manager working in conjunction with members of the Massport Project Team.

2.7 Test Script Execution, Results Documentation and Sign Off
During testing in Phase 2, the Consultant shall be responsible for executing, clearly documenting and signing off on all Unit and Integration level testing. Massport Project Team members will observe and sign off on the execution of all Unit and Integration level testing performed by the Consultant. Massport Project Team members will execute and clearly document all System (end-to-end) level and General Functionality testing scripts. The Consultant shall oversee and sign off on all System (end-to-end) level and General Functionality testing results. Signing off on test results and documentation validates that the signor agrees that the testing was done in good faith, was complete and that the results were accurately obtained and documented. Testing shall not be considered complete until all results receive a pass/fail status indicator of “Pass” (see section 2.3).

2.8 Issues Remediation and Re-Testing
During testing in Phase 2, the Consultant shall log all issues, problems and/or defects identified in any testing. After analyzing the issues, problems and/or defects, the Consultant shall provide a detailed description of the proposed remediation efforts for each item. Following approval of the remediation work associated with each issue, problem and/or defect by the Massport project manager, the Consultant shall complete the remediation work. Following completion of the remediation work, the original tester shall re-test the appropriate modules, customizations, SDIs, logs, reports, queries, etc. using the appropriate Unit, Integration, System and/or General Functionality level testing scripts and document the results. This test/log/analyze/remediate/re-test/re-document cycle shall be repeated as many times as is necessary and until all individual testing elements return a status of “Pass” (i.e., without issues, problems or defects). Testing shall not be considered complete until all issues, problems and/or defects that are not software vendor specific are resolved to the satisfaction of the Massport project manager working in conjunction with members of the Massport Project Team.

2.9 Implementation and testing (Phase 2)
In this phase of the work, the Consultant shall implement the work items detailed in the Work Plan (see section 2.4) and the Testing and Results Documentation Plan (see section 2.6) documents of Phase 1.

The Consultant shall develop and implement all work in strict conformance with Oracle USA’s/Hyperion products guidelines and recommended best practices for application configuration and development of the type described in Work Plan. The Consultant shall work closely with all members of the Massport Project Team to ensure that the completed systems are implemented, set up and configured appropriately for all of Massport’s users and their
requirements. All customizations, reports, queries, scripts, programs/executables, scripts and system interfaces shall be included as part of the implementation process.

The Consultant shall complete the development and transition to production work in a manner that minimizes production system down-time during regular business hours (7:00 AM until 7:00 p.m., Sunday through Saturday) and may require that the staff members of the Consultant work during off-hours and/or weekends for unspecified periods of time at no additional cost to the Authority. The Consultant shall coordinate closely with members of the Massport Project Team to ensure that their critical business processes are not affected by any system down-time resulting from the upgrade, installations, data conversions, testing or migration work.

2.10 Ongoing Support (Phase 3)
The Consultant shall provide an Operating, Capital and Metrics application-knowledgeable person to be immediately available by telephone and email for a period of six (6) months following the completion of Phase 2 (see section 2.4). The person provided by the Consultant shall have an excellent working knowledge of the three applications and/or shall be able to reach out to additional resources in order to quickly provide solutions to any issues or problems that may arise during the support period. Reported issues or incidents shall be acknowledged within 1 hour of being reported via either telephone or email and a knowledgeable person shall be working on a solution or resolution within 4 hours of the issue being reported. Massport reserves the right to request that the assigned person be replaced at any time and at no additional cost to the Authority. The working day for the remote support person shall be from 9:00 AM until 5:00 p.m., EST, Monday through Friday.

3.0 Proposal Submission
This section provides the instructions for the preparation of the response to this RFP. It describes the proposal process, including a list of important dates for proposal development, and the deliverables required in the proposal. This section also describes the general terms and conditions of the proposal and the evaluation process to be used in selecting a proposer. Proposers are responsible for fully examining this RFP and addenda (if any) and referenced documents.

3.1 General Instructions
Proposals shall demonstrate a thorough understanding of the system requirements and scope of the project described in Section 3.0 Upgrade and Improvements to Oracle Hyperion Planning and Budgeting System: Scope of Services with emphasis on completeness and clarity of content. Proposals shall concisely describe how the Proposer’s solution addresses the specific needs of Massport. Although certain technical explanations may be required, the proposal language shall accommodate a non-technical audience.
The Proposer shall have proven experience and performance in providing the Scope of Services. Proposals shall clearly identify the intended use of any subcontractors for services related to the Project’s scope.

The proposal shall be submitted in the format specified herein and shall include all completed forms required herein. The proposal shall include the full legal name and business address of the Proposer and shall be signed and dated by a person or persons authorized to contractually bind the Proposer. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint venture signatories. The state of incorporation shall be stated for each corporation that is party to the proposal.

The preparation of the proposal and any subsequent presentations, demonstrations or other activities related to the proposal shall be at the expense of the Proposer, and the Authority shall not compensate any party for any such activities. The rejection of any proposal in whole or in part will not render the Authority liable for incurred costs and/or damages.

Unless otherwise formally notified in writing by the Authority, the contact person for all information and/or questions pertaining to this RFP shall be:

David Lutkins  
Information Technology Department  
Massachusetts Port Authority  
One Harborside Drive, Suite 200S  
East Boston, MA 02128  
E-mail: DLutkins@massport.com

3.2 Proposal Format and Content

All proposals are to be presented following the format outlined below. The proposals shall address all of the requirements of this RFP and provide a complete and concise description of how the proposed solution satisfies the requirements. In addition to the narrative that comprises the response, the Proposer shall complete the forms provided in the appendices to this document. Failure on the part of the Proposer to complete the forms may be reason for rejection of the proposal.

All proposals shall be in writing and shall be typewritten in English on 8.5" x 11.0" paper with all pages clearly numbered. The proposal shall be concise and focus on the details of the solution.

The required contents and format of the proposal are as follows:

Title Page
I. Executive Summary (2 page maximum)
The Executive Summary shall present a clear and concise summary of the Proposer’s background, solution proposed and direct relevant experience, and shall make a case as to why the Proposer has the best solution to meet Massport’s needs. Structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the proposal (page limit: 2 pages.)

II. Table of Contents

III. RFP Response
This section of the proposal shall describe in detail the proposed solution including the Proposer’s:
- Approach to Providing a Complete Solution
  This section shall describe how the Proposer intends to deliver the System Requirements and Project Scope of Services on time and within the contract terms. The Proposal shall include a detailed description of the objective, approach, methodology and level of effort proposed for each task or item. If the proposed solution partially meets these requirements, the Proposer shall provide a concise explanation for Massport’s consideration. The proposed approach to implementation shall be clear and offer a reasonable and cost-effective methodology.
- Proposer’s Background
  Present an introduction to your firm that details its principal business(es), company size and structure, firm ownership, etc. In particular, the Proposer shall describe how its professional background and expertise are most suited toward meeting Massport’s needs. If a local office is proposing, describe the attributes of the local office from which the work will be performed.

IV. Estimated Schedule
The Proposer shall provide an estimated schedule of the work identifying milestones for the life of the entire contract.

V. Other Information
- The Proposer should provide comments on any conflict of interest that may arise from providing services to the Authority.
- At the discretion of the Proposer, other additional and relevant information may be included in this section.

VI. Appendices
The Proposer is required to submit, as part of its completed package, certain forms or information as outlined below. Relevant forms have been provided in the appendices to this RFP.

(A) **Proposer Information Form**
An officer duly authorized to sign on behalf of the Proposer shall certify via Appendix A that, under the penalties of perjury, its proposal is in all respect bona fide, fair, and made without collusion of fraud with any other person or entity.

(B) **Functional Requirements**
The Proposer shall detail their ability to meet the requirements set forth in Appendix B.

(C) **Non Discrimination and Equal Opportunity Information**
It is Massport’s policy to engage firms that are committed to non discrimination and equal employment opportunity for women and members of minority groups. Proposers shall review Massport’s policies on non discrimination and equal opportunity provided in Appendix C Non Discrimination and Equal Opportunity Information of this RFP document. The Authority believes that promoting diversity is important to the success of its overall mission. Accordingly, the Authority requires its contractors, vendors, and tenants to comply with non-discrimination laws and encourages them to promote diversity within their workplace. To assist the Authority in its selection process, the Proposer shall provide evidence of their policies and practices relating to diversity.

(D) **Reference Information Form**
The Proposer shall describe at least three (3) separate engagements performed by its firm that have concluded in the past five (5) years or are in process as of this date which demonstrate the Proposer’s proven experience and performance in projects similar in scope to the Project for organizations with similar operations of approximately the same size and complexity as Massport. At a minimum, the Proposer shall:

- Describe how each described engagement is relevant to Massport’s situation and what experience was gained that is directly applicable to the Project. Clearly state the roles of any sub-consultants used by the Proposer’s organization on each engagement.
- For each of the described engagements, include complete client information for persons familiar with the services provided including full client name,
client address, client phone number, contact name and title at time of referenced job and contact phone number. For each engagement, the Proposer is expected to provide the names of at least three client references, which Massport may use at its discretion and in accordance with Section 4.0 Proposal Evaluation. The Proposer shall provide this information in the Appendix D Reference Information Form section of the proposal.

(E) Team Resumes
Provide an organization chart identifying the personnel the Proposer plans to assign to the Project and their intended roles. Please also identify the experience and skills that make them appropriate for this project and any prior teaming experience. Clearly identify who will be the lead person representing your firm in contract negotiations and the subsequent contract with Massport. Any changes in the project team during the selection process or the course of the project shall be approved by Massport's Project Manager. Include in the proposal brief resumes for each of the individuals named above. Include in those resumes the specific relevant projects on which those individuals have worked or are presently working. The Proposer shall provide this information in the Appendix E Team Resumes section of the proposal.

(F) Financial Qualifications
In the Appendix F Financial Qualifications section of the proposal, the Proposer shall attach a description of the Proposer’s financial status which is sufficient to enable the Authority to evaluate the Proposer’s financial status and the ability of the Proposer to perform the work required. The description should include but not be limited to, information that serves to demonstrate the financial stability of the Proposer, including but not limited to, its most recent audited financial statements, bank references, information documenting that the Proposer has been in business for at least three (3) years, the Proposer’s present credit rating information (specify if other than Dun & Bradstreet, Inc.), and a statement as to whether the Proposer has filed for the protection of a U.S. Bankruptcy Court in the last seven (7) years. If the Proposer has filed for bankruptcy protection, the Proposer must describe the circumstances that led to the filing, the ultimate disposition of the matter (e.g., a reorganization with a payment plan to creditors), the current status of the bankruptcy filing, and substantial, detailed evidence of the Proposer's financial ability to complete the Scope of Services set forth in Appendix A if selected. The Authority reserves the right to request such additional information as it deems necessary, in its sole
judgment, to assess the Proposer’s financial status and the ability of the Proposer to perform the work required.

The Proposer shall include in Appendix F a statement if it has any present overdue indebtedness to any governmental unit or agency, or any outstanding claims or demand of such indebtedness.

(G) Price Proposal Form
The Proposer shall submit its price proposal for the Project using Appendix G Price Proposal Form. Please note that Massport is a tax exempt organization. In addition, the Proposer shall submit a rate table identifying the hourly rate for each labor category associated with the project (example: Project Manager, Software Programmer) and/or for each type of resource used to implement the proposed solution.

(H) Certificates of Insurance
The Proposer shall provide Certificates of Insurance to substantiate required coverage.

(I) Legal Proceedings
The Proposer shall provide a statement, signed under the pains and penalties of perjury, identifying and describing all local, state and federal criminal investigations or proceedings, or any other administrative, judicial, or regulatory matter currently pending against the Proposer, or its principals (to include officers, members, directors, and partners, “Principals”) or concluded adversely to the Proposer, or its Principals, within the past five years. Failure to respond properly and accurately to this requirement may, in the Authority’s sole discretion, result in rejection of a Proposal.

(J) Information System Security Documentation and Protocols
The Proposer shall submit information system security documentation detailing how the proposed upgraded Hyperion system complies with cyber security best practices and the Massport Information System Security Requirements.

Changes to the RFP format or failure on the part of the Proposer to comply with all requirements may be cause for rejection of the proposal.
3.3 **Proposal Process**

It is Massport's desire to maintain the following schedule for the proposal and selection processes:

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>RFP is available to interested Proposers</td>
<td>May 08 2015</td>
</tr>
<tr>
<td>Last Day of Written Questions</td>
<td>Proposers will be allowed to submit inquiries and questions until this date. Inquiries may be submitted via E-mail only to <a href="mailto:dlutkins@massport.com">dlutkins@massport.com</a> (plain text).</td>
<td>Eastern Time May 15, 2015 1:00PM</td>
</tr>
<tr>
<td>Answers to Written Questions</td>
<td>Responses to written questions will be provided to all prospective Proposers who download the RFP</td>
<td>Eastern Time May 22 2015 3:00PM</td>
</tr>
<tr>
<td>Submission of Proposals</td>
<td>Proposers will submit detailed proposals in conformance with the requirements of this RFP by this date and time.</td>
<td>Eastern Time May 29 2015 by 1:00PM</td>
</tr>
<tr>
<td>Review of Proposals and selection of short-listed candidates</td>
<td>Massport will review the proposals received in accordance with the evaluation criteria set forth elsewhere in this document and select a list of candidates for interviews and presentations</td>
<td>Week of June 1-5 2015</td>
</tr>
<tr>
<td>Interviews and Presentations</td>
<td>Massport will schedule a two-hour meeting for each short listed Proposer to come to its offices for an interview and presentation of the Proposer’s anticipated solution</td>
<td>Week of June 8-12 2015</td>
</tr>
<tr>
<td>Selection</td>
<td>Massport will select one of the short listed Proposers to perform the work outlined in this RFP</td>
<td>June 12 2015</td>
</tr>
</tbody>
</table>
Written Questions:
In the interest of time, all questions pertaining to this RFP shall be submitted by E-mail to the Massport Project Manager identified above (see Section 3.1 General Instructions). Please note, all questions, shall be received by the Massport Project Manager at Massport by the date and time specified for the Last Day of Written Questions in the schedule above. The Authority will provide a written summary of the questions and answers, which will be sent to all parties who requested a copy of the RFP.

Submission of Proposal:
Each Proposer shall submit one (1) original and six (7) copies and one (1) electronic version (on CDROM) of the Proposer's response to this RFP (the "Proposal"). Printed proposals shall be printed double-sided in a 12-point font. Proposals shall be bound (except for the original) with individual sections divided by tabbed pages. The Proposer shall print "Upgrade and Improvements to Massport’s Hyperion Planning and Budgeting System" in the bottom right hand corner of the proposal packaging.

The Proposal and all copies shall be delivered in a sealed package not later than May 20th, 2015 at 1:00PM EST to:

Massachusetts Port Authority
Logan Office Center
One Harborside Drive, Suite 200S
East Boston, MA 02128-2909
Attn: David Lutkins, IT Senior Project Manager

The Authority will time and date stamp all proposals upon receipt. Proposals received after the time and date stated above will be marked as late and may not be considered. Proposals will not be returned.

Oral Presentation/Demonstration:
Massport may require short-listed proposers to provide oral presentations and perform a demonstration of their proposed solution to the Massport Project Team. Proposers will be advised of the need for such a presentation, and arrangements will be made for a mutually agreeable time. The Proposer will be informed at the time it is invited to make an oral presentation of any specific questions or information it is expected to address.

Notification, Negotiation and Award:
The selected proposer shall enter into an agreement with Massport, materially the same as the attached Standard Form of Contract to this RFP document unless the selected Proposer specifically notes suggested changes in its proposal. Massport will subsequently enter into
negotiations with the chosen Proposer(s) to establish mutually agreeable terms regarding the scope of services and/or compensation.

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 proposal was deemed to be more advantageous to the Authority. Copies of all proposals and support material will be retained by the Authority.

If mutually agreeable business and contract terms cannot be reached after a reasonable length of time, Massport reserves the right to proceed with another proposal or reevaluate its options.

4.0 Proposal Evaluation

The Selection Committee will evaluate proposals based on the criteria below. Those proposals which meet the requirements of this RFP and which are deemed to represent the most beneficial solution to the Authority's needs will be evaluated in accordance with the criteria. Proposals which fail to meet the requirements of this RFP or which are otherwise unacceptable will not receive further consideration.

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 Contract and to complete work contemplated therein. The Authority, at its sole direction, may select one or more proposals from which to proceed with negotiations.

In selecting a proposer to complete the tasks, perform the services, and deliver the items described in the Project Scope of Services, the Authority will consider the information in the proposals, presentations and system demonstrations and shall consider the following criteria:

- The overall quality of the written proposal, oral presentation and demonstration.
- Responsiveness to this RFP.
- Qualifications and relevant experience.
  - The level of recent (within the past five years) and relevant (including similar work for other government agencies or similarly situated entities) experience the Proposer has in engagements of similar scope and nature.
  - The qualifications of personnel who will be assigned and the relevance of each person's experience to the work to be performed under this proposal.
  - Recommendations from prior clients.
- Price/cost.
- Proven ability to work within a team framework. This project requires close coordination between Massport's and the Consultant's teams in order to be successful.
5.0 General Conditions

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

Any proposal determined to be non-responsive to any of the requirements of this RFP may be disqualified without complete evaluation. Submissions not containing all requested requirements will not considered. The Massport Selection Committee may, at its discretion, determine noncompliance is immaterial and can be corrected or that an alternative proposed by the Proposer is an acceptable substitute. In such cases, the Selection Committee may ask for clarifications and/or allow the Proposer to make minor changes or corrections to its Proposal.

Massport reserves the right to suspend, withdraw, amend, or supplement this RFP including all appendices, exhibits, and addenda, at any time prior to opening the proposals. Massport further reserves the right to accept any proposal, to modify or amend with the consent of the Proposer any proposal prior to acceptance, to reject any or all proposals, 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.

By submitting a proposal in response to this RFP, the Proposer agrees to accept award of the successfully negotiated contract to perform the work described in the submitted proposal. The selected firm will be expected to sign an agreement substantially in the form provided in the attached Standard Form of Contract of this RFP document. If the Proposer believes that modification of the RFP or any article contained in the Authority's standard contract is necessary, or the Proposer takes exception to any portion of this RFP, the Proposer shall so indicate, in detail, at the time of submission. Otherwise, it will be assumed that the terms of the Contract and RFP are acceptable, and by submission of a signed proposal to the Authority, the Proposer will be deemed to have accepted in their entirety the terms and conditions of the Contract and this RFP.

The Authority need not select the lowest cost proposal; rather, the Authority will select the proposal that is deemed by the Authority to be most responsive to its needs.

5.1 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 the Authority 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 Proposer’s team and suppliers and manufacturers of equipment which may be deployed in the work of this project.

5.2 Proprietary Information, Non-Disclosure
Massport will seek to hold all RFP’s 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.C 4§7, cl. (26), shall be disclosed by Massport upon request.

Any information given to Massport in any Proposer’s proposal or any correspondence, discussion, meeting, or other communications between the Proposer and Massport before, with, or after the submission of the Proposer’s proposal, 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 Proponents 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.

No news releases pertaining to any aspect of this project shall be made without Massport’s written approval.

5.3 Representations Made by Proposer
By submitting a proposal, a Proposer represents that:
• Proposer has read and understands this RFP and Proposer’s response is made in agreement and compliance with the RFP.
• Except as expressly stated by Proposer, all terms and conditions set forth herein are accepted and incorporated in the proposal.
• Proposer possesses the capabilities, equipment, personnel and financial wherewithal to provide efficient and successful assistance.
• If selected, the RFP response may be incorporated into the final contractual agreement.
• The Proposer will enter into an agreement with Massport which will be materially in the same form as Appendix O Standard Form of Contract of this document.

5.4 Insurance
Consultant 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 Consultant and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the errors, omissions or negligent acts of Consultant’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 Consultant or alleged to have been committed by Consultant or any person for whom Consultant is responsible.

Consultant shall also carry insurance covering property damage, bodily injury, and personal and advertising injury arising out of the loss of electronic data in an amount of not less than $1,000,000. Such insurance may be endorsed onto a general liability policy or issued as a separate policy.

Consultant shall also carry insurance furnishing benefits in accordance with Mass. G.L. c. 152, including employer’s liability with a minimum limit of $1,000,000, or such other worker’s compensation requirements as may pertain. Consultant shall also carry general
liability/automobile liability insurance coverage in an amount of not less than $1,000,000. Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes or other documents in the event of loss or destruction in the custody of Consultant. All subcontractors are subject to the same insurance requirements. Massport shall be named as Additional Insured on all liability policies and Certificates of Insurance shall be provided to substantiate coverage. Insurance policy effective dates shall overlap with the contract period.

5.5 Indemnification

To the fullest extent permitted by law, the 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 its Agreement with the Authority, 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 to the extent to which the Consultant demonstrates were caused 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 the Consultant. Further, the 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, the 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 the Consultant reasonable written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder.
Appendix A - Proposer Information Form

To:         David Lutkins  
Massachusetts Port Authority  
One Harborside Drive, Suite 2005  
East Boston, MA 02128-2909

__________________________ (Name of Proposer) acknowledges receipt of the Request for Proposals for Website Assessment Consulting Services dated April 22, 2015 and hereby submits the following Proposal in response thereto:

Instructions: All items must be completed. Additional sheets, referenced by item number, should be attached when more space is required for a full answer. Charts, diagrams and exhibits may be utilized if desired.

A. Background Information

<table>
<thead>
<tr>
<th>Name of company</th>
<th></th>
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<tbody>
<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Name of person responsible for preparing this Proposal:</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>State of Incorporation:</td>
<td></td>
</tr>
<tr>
<td>Federal Tax I.D. Number</td>
<td></td>
</tr>
<tr>
<td>Type of entity</td>
<td>(Corporation, partnership, consortium, etc.):</td>
</tr>
<tr>
<td>Year of incorporation</td>
<td></td>
</tr>
<tr>
<td>Is Proposer now registered to do business in the Commonwealth of Massachusetts?</td>
<td></td>
</tr>
<tr>
<td>Number of years in business</td>
<td></td>
</tr>
<tr>
<td>Name and Address of Affiliated Companies (if any):</td>
<td></td>
</tr>
<tr>
<td>Name and Address of Parent Company(ies) (if any):</td>
<td></td>
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</tbody>
</table>

A general statement describing the firm, its size, number of employees and primary business. That statement should include an outline of the firm’s commitment to diversity and management philosophy.
Appendix B - Non Discrimination and Equal Opportunity Information

In accordance with policies adopted by the Massachusetts Port Authority (the “Authority”), Consultant 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, religion, creed, national origin, ancestry, gender, sexual orientation, age being greater than forty years, veterans status, gender expression and identity, 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.

4. Consultant’s non-compliance with the provision of this Exhibit shall constitute a material breach of this Agreement, for which the Authority may, in its discretion, upon failure to cure said breach within thirty (30) days for written notice thereof, terminate this Agreement upon ten (10) days written notice.

5. Consultant shall indemnify and hold harmless the Authority from any claims and demands of third persons resulting from Consultant’s non-compliance with any of the provisions of this Exhibit and in case of termination or cancellation of this Agreement pursuant to Paragraph 4, the Consultant shall indemnify the Authority during the remainder of the original term against any loss or damage suffered by reason of such termination.
### Appendix C - Reference Information Form

Please provide the names, titles, and telephone numbers of at least three (3) current clients and contact persons who could be contacted for references. These references should include the clients for whom you have performed required work as identified in the Scope of Services, preferably airports, port authorities, and public clients.

<table>
<thead>
<tr>
<th>Reference Name:</th>
<th></th>
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<tbody>
<tr>
<td>Company:</td>
<td></td>
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<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Phone</td>
<td>Email:</td>
</tr>
<tr>
<td>Brief description of project</td>
<td></td>
</tr>
<tr>
<td>Relevance of Project (note how this project is similar to Massport's situation and what experience gained from this project is applicable to Massport):</td>
<td></td>
</tr>
<tr>
<td>Project started</td>
<td>Project ended</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference Name:</th>
<th></th>
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<tbody>
<tr>
<td>Company:</td>
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<td>Brief description of project</td>
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<td>Relevance of Project (note how this project is similar to Massport's situation and what experience gained from this project is applicable to Massport):</td>
<td></td>
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<tr>
<td>Project started</td>
<td>Project ended</td>
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<tr>
<td>Reference Name:</td>
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<tr>
<td>Company:</td>
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<td>Title:</td>
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<td>Phone</td>
<td>Email:</td>
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</table>

### Brief description of project

### Relevance of Project (note how this project is similar to Massport's situation and what experience gained from this project is applicable to Massport):

<table>
<thead>
<tr>
<th>Project started</th>
<th>Project ended</th>
<th>mm/yy</th>
</tr>
</thead>
</table>
Appendix D - Team Resumes
The Proposer shall submit an organization chart identifying the personnel the Proposer plans to assign to the project and their intended roles. The Proposer shall also identify the experience and skills that make them appropriate for this project and any prior teaming experience.

The Proposer shall include brief resumes for each of the individuals identified as part of the proposed Team. Include in those resumes the specific relevant projects on which those individuals have worked or are presently working. The intent to subcontract work must be identified as part of the initial proposal; subcontractors must be clearly named, including company and the location of employees performing work.
Appendix E - Financial Qualifications

The Proposer shall submit information on the Proposer’s financial status that is sufficient to enable Massport to evaluate the Proposer’s financial qualifications. The description should include but not be limited to bank references, insurance references, the current financial statements and a current statement of conditions audited by a Certified Public Accountant, credit rating information, and a statement as to whether the Proposer has filed for bankruptcy within the last five (5) years. The Proposer shall also include a copy of the most recent audited financial report.
Appendix F - Price Proposal Form

The Proposer shall submit as Appendix G a fixed price for the requirements and deliverables identified in, Section 2.0 - Project Scope of Services, and for any additional “other” deliverables the Proposer deems necessary as identified in the project approach. The Proposer shall provide this information using the format identified below. Please note that Massport is a tax exempt organization.

In addition the Proposer shall submit:

1) A rate table identifying in USD the hourly rate for each labor category associated with the project (example: Project Manager, Business Analyst) and/or for each type of resource used to implement the proposed solution. The rates shall be used for proposal evaluation and shall remain in effect for three years from the contract date.

2) A price list in USD for the proposed Hyperion upgrade, meeting the requirements specified in Section 2.0 –Project Scope of Services;

Upgrade and Improvements to Massport’s Hyperion Planning and Budget System
Price Proposal Form

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Deliverable</th>
<th>Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>Project Staffing</td>
<td></td>
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<tr>
<td>2.3</td>
<td>Work Schedule</td>
<td></td>
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<tr>
<td>2.4</td>
<td>Work Plan</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Testing and Results Documentation</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Operating Budget Environment</td>
<td></td>
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<td>2.5</td>
<td>Capital Budget Environment</td>
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<td>2.5</td>
<td>Metrics Environment</td>
<td></td>
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<td>2.10</td>
<td>Ongoing Support</td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix G - Certificates of Insurance
The Proposer shall provide Certificates of Insurance to substantiate required coverage.
Appendix H - Legal Proceedings
The Proposer shall provide a statement, signed under the pains and penalties of perjury, identifying and describing all local, state and federal criminal investigations or proceedings, or any other administrative, judicial, or regulatory matter currently pending against the Proposer, or its principals (to include officers, members, directors, and partners, “Principals”) or concluded adversely to the Proposer, or its Principals, within the past five years. Failure to respond properly and accurately to this requirement may, in the Authority’s sole discretion, result in rejection of a Proposal.
Appendix I - Information System Security Documentation and Protocols
The Proposer shall submit information system security documentation detailing how the proposed Hyperion Planning and Budget system complies with cyber security best practices and the Massport Information System Security Requirements detailed herein. The Proposer shall include at a minimum:

- Application architecture and network topology diagrams
- System and configuration requirements
  - Networking
  - Hardware
  - Software
  - Operating Systems
  - Database
  - Storage
- Software development, assurance, and release procedures
- User authentication methods and protocols
- User role and privilege management
- Data storage and encryption protocols
  - SSI, PII and PCI data fields
  - Other database fields
  - Digital images – scanned documents, photographs, etc.
- Data transmission methods and protocols between the Hyperion database and any integrated systems including but not limited to:
  - Benchmark requirements and load sizing
- Vulnerability testing and/or penetration testing results documentation
- Test platform procedures and best practices
Appendix J- Massport IT System Security General Standards

General
For the purposes of this section - Information System Security – the term information system refers to all of the following:

• Hardware used to host any component of the vendor solution
• Operating system software used in any component of the vendor solution
• Database Management Systems used in any component of the vendor solution
• Application software used in any component of the vendor solution

Security Documentation
The vendor is responsible for developing a system security document, which provides an overview of the security requirements and describes the controls in place to meet those requirements. The information system security document will include, but is not limited to:

• An overview of the overall information system security posture
• A full description of the access control methodology
• Full technical details regarding secure coding practices
• Full technical details regarding the information system implementation strategy (documentation or guidelines vendor engineers follow to implement and deliver the information system)
• Full technical details regarding security strategy (e.g., patches applied, operating system hardening steps, services enabled and disabled, TCP/UDP ports opened/closed, authentication requirements, etc).

Security Design
The vendor is responsible for inclusion of security in the design of all information systems:

• The vendor will incorporate industry best practices and standards when developing the security posture of the information system(s)
• The vendor will be responsible for the development of a strong access control methodology that applies the security principle of “least required access” to perform a given function
• The vendor must exercise due diligence to ensure that all components of the information system are appropriately secured to ensure the confidentiality, integrity, and availability of the information they store and process
• Massport recommends the Vendor validate system security design with the Massport security manager before proceeding to build phase.
Security Controls
The vendor is responsible for security controls during the implementation phase until the information system is accepted by, and turned over to, Massport. Security controls must be consistent with industry best practices, including but not limited to the following:

- Ensure the latest operating system patches have been applied to all components
- Ensure the latest security-related patches have been applied to all components
- Run only services required to meet desired functionality (disable unused services)
- Enable only required protocols, identify TCP/UDP ports required and disable access to TCP/UDP ports when or where applicable.
- Log unauthorized or invalid attempts to access privileged services or functions
- Log all security related events and anomalies
- Establish authentication requirements for access to sensitive data and privileged functions

Secure Coding
The vendor is responsible for developing secure application code. Vendors and their development staff must be familiar with security best practices in order to avoid producing systems, applications or modules that contain security related vulnerabilities. Massport recommends the Vendor refer to “The Open Web Application Security Project (OWASP, http://www.owasp.org/)” for information on developing secure applications.

OWASP is dedicated to finding and fighting the causes of insecure software. OWASP has created a Top 10 project which lists the most serious web application vulnerabilities, discusses how to protect against them and provides links to more information.

Refer to the Top 10 project main page (http://www.owasp.org/index.php/OWASP_Top_Ten_Project) for more updates.

A1 - Cross Site Scripting (XSS) XSS flaws occur whenever an application takes user supplied data and sends it to a web browser without first validating or encoding that content. XSS allows attackers to execute script in the victim's browser which can hijack user sessions, deface web sites, possibly introduce worms, etc.
| A2 | Injection Flaws | Injection flaws, particularly SQL injection, are common in web applications. Injection occurs when user-supplied data is sent to an interpreter as part of a command or query. The attacker's hostile data tricks the interpreter into executing unintended commands or changing data. |
| A3 | Malicious File Execution Code | Vulnerable to remote file inclusion (RFI) allows attackers to include hostile code and data, resulting in devastating attacks, such as total server compromise. Malicious file execution attacks affect PHP, XML and any framework which accepts filenames or files from users. |
| A4 | Insecure Direct Object Reference | A direct object reference occurs when a developer exposes a reference to an internal implementation object, such as a file, directory, database record, or key, as a URL or form parameter. Attackers can manipulate those references to access other objects without authorization. |
| A5 | Cross Site Request Forgery (CSRF) | A CSRF attack forces a logged-on victim's browser to send a pre-authenticated request to a vulnerable web application, which then forces the victim's browser to perform a hostile action to the benefit of the attacker. CSRF can be as powerful as the web application that it attacks. |
| A6 | Information Leakage and Improper Error Handling | Applications can unintentionally leak information about their configuration, internal workings, or violate privacy through a variety of application problems. Attackers use this weakness to steal sensitive data, or conduct more serious attacks. |
| A7 | Broken Authentication and Session Management | Account credentials and session tokens are often not properly protected. Attackers compromise passwords, keys, or authentication tokens to assume other users' identities. |
| A8 | Insecure Cryptographic Storage | Web applications rarely use cryptographic functions properly to protect data and credentials. Attackers use weakly protected data to conduct identity theft and other crimes, such as credit card fraud. |
| A9 | Insecure Communications | Applications frequently fail to encrypt network traffic |
when it is necessary to protect sensitive communications.

| A10 - Failure to Restrict URL Access Frequently, an application only protects sensitive functionality by preventing the display of links or URLs to unauthorized users. Attackers can use this weakness to access and perform unauthorized operations by accessing those URLs directly. |

Massport also recommends the Vendor’s development staff be familiar with and adhere to the following if applicable:

- CERT Secure Coding Initiative recommendations
- Microsoft published; “Secure Coding Guidelines for the .NET Framework”
- MSDN (Microsoft Developer Network) Patterns & Practices Guides: “Improving Web Application Security and Building Secure ASP.NET Applications”

The vendor must follow and include in the security document the standard coding conventions and coding practices for the framework being utilized to develop secure application code.

Security Review
The vendor is responsible for reviewing the intended security configurations with the Massport IT Security Manager:

- The vendor will submit security documentation for review by the IT Security Manager
- The vendor will schedule a security review with the IT Security Manager before beginning acceptance testing
- The vendor will be required to show that the system conforms to all security related industry best practices and is designed and implemented in a fully secure fashion

Security Assessment
A security assessment may be performed to ensure appropriate security controls have been both designed and implemented:

- At the discretion of the IT Security Manager and prior to or immediately after information system deployment, Massport or a third party representing Massport, may conduct a security assessment of the system prior to final acceptance
Security Issue(s) Remediation
The vendor is responsible for making the necessary provisions for remediation of security issues as requested by Massport:

- The vendor must immediately remediate vulnerabilities and high-priority security issues identified during a security review or assessment
- The vendor will be responsible to remediate medium level issues within a reasonable timeframe (or negotiate risk versus functionality with Massport)
- An additional security assessment may be performed after remediation for verification purposes at the discretion of the IT Security Manager

Appendix J-Standard Form of Contract

[Consultant Name]
[Address]
[City, State]

Attention: [Contact]

RE: Upgrade and Improvements to Oracle Hyperion Planning and Budgeting System
MPA Agreement No. ________

Dear [Contact]:

The Massachusetts Port Authority (the “Authority”) hereby agrees with [Consultant Name], a [corporation/partnership] (the “Consultant”) respecting the terms of its engagement by the Authority as further described below.

ARTICLE 1 - SCOPE OF SERVICES

1.1 Scope of Work. The Consultant shall, in accordance with the scope of services set forth in Exhibit A (the “Scope of Work”) attached hereto and incorporated herein, provide service, support, network integration and maintenance of the Authority’s local area networks and file servers and related systems which meets or exceeds the requirements set forth in the Scope of Work (collectively, the “Work”). The Consultant will provide all of the necessary hardware, software, installation, training and documentation to make the system fully functional.
1.2 Change Orders. The Authority reserves the right to make such alterations, deviations, additions to or omissions from the Scope of Work including the right to increase or decrease the quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Authority to be necessary or advisable and to require such extra work as may be determined by the Authority to be required for the proper completion or construction of the whole work contemplated. Any such changes required by the Authority will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of the contract time, if any, and the basis of compensation for such work. A contract change order approved by the Massport Project Manager may be issued to the Consultant at any time. A contract change order will not become effective until approved in writing and signed by the Massport Project Manager, hereinafter referred to as “approved contract change order.” An approved contract change order signed by the Consultant is herein referred to as an “executed contract change order.” Any increase in monies due under the Agreement or change in the Term shall require a writing signed by both parties. In the case of any ordered new work, the Authority reserves the right to furnish all or portions of the labor, materials, and equipment as the Authority deems advisable. The Consultant shall accept and use the material and equipment furnished by the Authority, and shall be entitled to no payment for costs or mark-up for such Authority-furnished labor, materials, and equipment. Upon receipt of an approved contract change order, the Consultant shall proceed with the ordered work in compliance with the specific terms and condition of the approved contract change order, giving reasonable prior notice to the Massport Project Manager of commencement of the work. If ordered in writing signed by the Massport Project Manager, the Consultant shall proceed with the work so ordered prior to actual receipt of an approved contract change order. In such cases, the Authority will, as soon as practicable, issue an approved contract change order for such work.

The Consultant shall not be entitled to compensation for work which is not required by the contract unless such work is covered in an approved contract change order or other written order signed, by the Massport Project Manager.

1.3 Eliminated Item. If any contract item of work is eliminated in its entirety or any other item of work described in the contract is eliminated, no compensation shall be paid for such eliminated contract item except as specified in this Section. If acceptable material is ordered by the Consultant for the eliminated item prior to the date of notification of such elimination by the Massport Project Manager, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Consultant. In such case, the material paid for shall become the property of the Authority, and the Authority will pay the actual cost of any further handling. If the material is returnable to the vendor and if the Massport Project Manager so directs, the material shall be returned, and the Consultant will be paid for the actual and reasonable cost of charges.
made by the vendor for returning the material. The Authority will pay for the Consultant’s actual and reasonable cost of handling returned material. If any item of work described in the contract is eliminated, in the absence of an executed contract change order covering such elimination, an adjustment in compensation therefore will be made in accordance with the following: the basis of such adjustment in compensation will be the estimated actual cost of performing the item of work that is eliminated. Said estimated actual cost shall be deducted from the total contract price otherwise due to the Consultant, after first crediting to the Consultant any costs or charges due to the Consultant.

1.4 Except as may be otherwise agreed to herein, the Consultant shall not charge the Authority for any mark-ups on the costs of suppliers or subconsultants incurred in connection with the Consultant’s performance of the services required hereunder.

ARTICLE 2 - COMPENSATION

2.1 Amount. For the above services, the Consultant shall be paid an amount not to exceed [_____________] (the “Contract Price”), payable as set forth in section 2.3 below.

2.2 Compensation All-Inclusive. The Contract Price amount includes complete compensation for all reasonable expenses (such as travel, telephone, reproduction and printing, and necessary graphic materials) overhead, general administrative costs and profit.

2.3 Compensation Schedule. In consideration for provision by the Consultant of the services and deliverables described in the Scope of Services, the Authority shall pay to the Consultant compensation in accordance with the schedule attached hereto as Exhibit B, which Exhibit is hereby incorporated herein.

2.4 Accounts.
   (a) Lump sum, deliverables type compensation. The Contractor shall keep such accounts, books and records in order to confirm the accuracy of the Contract Price due and paid hereunder and shall maintain other documents necessary to document compliance with the obligations set forth in this Agreement, as the Authority may require.

   (b) Time and materials type compensation. The Contractor shall keep accounts, books and records pertaining to services performed and reimbursable and equipment 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.
(c) Upon seven (7) days advance notice, the Authority or a representative on behalf of the Authority shall have the right during normal business hours at a location in the Boston metropolitan area at a site acceptable to the Authority upon reasonable notice from the Authority, to inspect, review, copy or audit, in conformity with generally accepted auditing and accounting practices, the accounts, books, records and activities of the Contractor necessary to determine compliance by the Contractor with the provisions and requirements of this Agreement and the laws of the Commonwealth of Massachusetts. The inspection and audit rights set forth in this Section shall include the right to photocopy those accounts, books, records and data as the Authority determines in its reasonable discretion to be necessary or convenient in connection with its review or audit thereof. If the Contractor’s books and records have been generated from computerized data, the Contractor agrees to provide the Authority or its representative with extracts of the data files in a computer readable format on data disks, E-mail with attached files or suitable alternative computer data exchange formats. The Contractor shall not charge the Authority for the reasonable use of the Contractor’s photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transactions stored in magnetic, optical, microform or other media. The cost of any audit shall be borne by the Authority unless the Contractor’s reports and documentation fail in a material way to support any charges made, in which case such costs shall be borne by the Contractor. If such audit discloses any willful and intentional inaccuracies, the Authority, at its option, may cancel and terminate this Agreement and reserves all rights to take such actions to recover any incorrect payments. The Authority’s right to inspect and audit extends to the books and records of all subcontractors under this agreement as well as to the workpapers of the Contractor’s Certified Public Accountant as they relate to this agreement. The Contractor shall retain and keep available to the Authority all books and records relating to this Agreement for a period of not less than six (6) 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. This section shall survive any termination or expiration of this Agreement.

2.5 Except as may be otherwise agreed to herein, the Consultant shall not charge the Authority for any mark-ups on the costs of suppliers or subconsultants incurred in connection with the Consultant’s performance of the services required hereunder.

ARTICLE 3 - TERM

3.1 [No option term] The term (the “Term”) of this Agreement shall commence as of [DATE], and shall terminate on [DATE], unless extended or terminated by the Authority in
accordance with this Agreement. Upon the effective date of this Agreement or the Authority’s notice to the Consultant to proceed, the Consultant shall perform and complete the Work generally in the most efficient, appropriate and expeditious manner that due diligence and good professional practice will permit, subject to the Authority’s instructions and direction.

{With option(s)} The term (the “Term”) of this Agreement shall commence as of [DATE] and shall terminate on [DATE], unless sooner terminated by the Authority in accordance with this Agreement or extended by the Authority in accordance with this Article 3. The Term of this Agreement shall automatically extend for [NUMBER(X)] additional one-year periods (each one-year period, an “Option Year”) unless the Authority gives the Consultant at least thirty (30) days written notice prior to the commencement date of the next such Option Year; The exercise of such option(s) shall be within the Authority’s sole and absolute discretion; and, any such extension of the Term 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.

ARTICLE 4 - ACCEPTANCE

4.1 Delivery and Installation. The Consultant shall be responsible for the maintenance, service and installation of the hardware and software described in the Scope of Services. The Consultant shall coordinate installation of such hardware and software with designated Authority representatives, and shall install such materials in a good, clean and workmanlike manner. The Consultant shall comply with all local, State and Federal laws, codes and regulations.

4.2 Conduct of Tests. Upon the Consultant’s completion of any aspect of the Work, the Consultant shall notify the Authority in writing that such Work has been completed and complies with the requirements and standards set forth herein. Upon receipt of such notice, the Authority shall conduct final acceptance tests. The Work shall be deemed acceptable only when the Authority has executed a sufficient series of tests and verification procedures, as determined by the Authority, that enable the Authority to determine that the Work performs in accordance with the standards of this Agreement.

4.3 Acceptance of the Work. Upon completion of the acceptance tests, the Authority may accept the Work or any portion thereof, accept the Work or any portion thereof with reservations, or reject the Work or any portion thereof based upon the results of the tests.

   (a) If the Authority accepts any such Work, it shall execute a Final Acceptance Certificate and present it to the Consultant within seven (7) days from the completion of the tests.
(b) If it accepts such Work with reservations, the Authority shall notify the Consultant in writing of all minor defects, variations or omissions discovered by Authority during the final acceptance tests. The Consultant shall promptly complete or correct those aspects of the Work designated as defective at its own expense. Upon acceptance of this Work by the Authority, the Authority shall execute a Final Acceptance Certificate.

(c) If any aspect of the Work fails to comply with the requirements set forth in the Agreement, the Authority may order the Consultant at its expense to take all steps necessary to bring the Work into compliance with the standards of this Agreement. Should the Consultant fail promptly to take steps reasonably designed to cure a deficiency then the Authority may terminate this Agreement or portions of it pursuant to Article 7.

(d) The Consultant will fix any defects in the hardware and all errors found in the applications developed by the Consultant during the Acceptance Period; however, the Consultant shall not be responsible for errors encountered in any software developed by others (excepting any of the Consultant's subcontractors) as part of this project.

4.4 Rejection of the Work. If the Authority rejects the Work, or any portion thereof, the Consultant shall at its own expense make, as expeditiously as possible, all repairs and replacements necessary to bring the Work into compliance with this Agreement. Upon notification by the Consultant that such repairs and replacements have been completed, the Authority shall again test the Work under the procedures set forth in Section 4.2 above. If the Work meets the acceptance criteria set forth in Section 4.2 above, the Authority shall accept the Work. If the Work does not meet the above criteria, the Authority may notify the Consultant of defects or failure to meet the requirements and the standards of the Agreement and may request that the Consultant make repairs or replacements of the Work within a time period established by the Authority. Once the Consultant notifies the Authority that it has corrected the defects and brought the Work into compliance with the standards of the Agreement, the Authority shall perform another final acceptance test in accordance with the procedures for such tests set forth in Section 4.2 above. In the event the Work fails a subsequent acceptance test or in the event the Consultant has failed to complete corrective action necessary to bring the Work into compliance with the standards of the Agreement within thirty (30) days or such longer period of time as may be established by the Authority in its sole discretion, the Authority shall have the right to terminate the Agreement pursuant to Article 7. If the Authority finally rejects the Work or any portion thereof, the Authority may, in its sole discretion, withhold or recover from the Consultant all or any portion of the Contract Price relating to such rejected Work.
ARTICLE 5 - SOFTWARE RIGHTS

5.1 Software. Any software modules provided by the Contractor to perform generic functions essential (but not unique) to the System, as described in the Scope of Work or prepared by the Contractor to perform functions unique to the Work, as described in the Scope of Services, (collectively, the “System Software”) shall be licensed in perpetuity to the Authority (with the right to sublicense such System Software) under a non-exclusive source code license agreement (“License Agreement”) in a form reasonably acceptable to the Authority. The License Agreement shall include, without limitation, warranties substantively in the form of Section 9.1 herein and Contractor indemnification for breach of warranties. Prior to Final Acceptance of the System containing such System Software, the Contractor shall prepare and submit to the Authority a complete list of the source code modules that constitute the System Software and upon Final Acceptance of the System, the parties shall execute the aforesaid License Agreement.

5.2 Third-Party Software. Any third party commercial off-the-shelf (“COTS”) software utilized by the Consultant in the operation of the Work (“COTS Software”) shall be obtained by the Consultant on behalf of the Authority and licensed to the Authority under the standard commercial terms and conditions imposed by the third-party supplier(s). The Consultant shall prepare and submit to the Authority a complete list of all such COTS Software products. The Consultant shall deliver to the Authority all third-party licenses and other third-party documentation pertinent to the use, operation, and ownership of the COTS Software.

ARTICLE 6 - USE OF SUBCONTRACTORS

6.1 The Consultant may use additional subcontractors only with the prior written approval of the Authority, which approval may be withheld at the Authority’s sole discretion. The Authority shall have the right to disapprove of the Consultant’s use of particular subcontractors if it reasonably determines that such subcontractors do not possess the skill, knowledge and experience necessary to enable them to perform the Work required. Notwithstanding the foregoing, the Authority reserves the right to require the Consultant to employ different subcontractors acceptable to the Consultant to perform any type of Work required for the successful completion of any aspect of the Work. Nothing in this Article shall relieve the Consultant of its prime and sole responsibility for the performance of the Work under this Agreement.

ARTICLE 7 - TERMINATION OF THE AGREEMENT

7.1 Termination by the Authority
The Authority may, by written notice to the Consultant, terminate this Agreement in any one of the following circumstances:

(a) on fourteen (14) days notice, without cause;

(b) immediately, by written notice, if the Consultant is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors or materialmen for labor or materials, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

(c) on seven (7) days written notice; if the work to be done under the Agreement shall be canceled, suspended or abandoned by the Authority; or if the Agreement or any part thereof shall be assigned without the previous written consent of the Authority; or if the Consultant shall violate any of the provisions of the Agreement, or if it shall fail to perform, keep, or observe any of the terms, covenants or conditions herein contained; or if the Consultant abandons in whole or in part its services, or becomes unable to perform its services; or if the Consultant fails to perform services in a timely and workmanlike manner, provided, however, that the Consultant shall not be in default if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of the Consultant.

In the event of termination pursuant to paragraphs 7.1(b) or (c), the Authority may, but need not, procure, upon such terms and in such 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. The Consultant shall be liable to the Authority for any costs for such similar Work paid to such alternate provider in excess of the Compensation paid to the Consultant, and this sentence shall survive termination of this Agreement.

In the event of any termination pursuant to the provisions of this Article 7, the 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 the Consultant the reasonable value of said Work, less any set-off for damages caused by the Consultant in the event that termination is for cause as set forth above.

**ARTICLE 8 - INSURANCE AND INDEMNIFICATION**
8.1 **Insurance.** This Agreement shall not be effective until the Authority shall have received acceptable evidence of the insurance required below. All policies of insurance required under this Agreement shall be written by insurers duly licensed within and authorized to do business in the Commonwealth satisfactory to the Authority, and carrying a rating by A. M. Best of no less than A-IX. All such insurance shall be written in such form as shall be acceptable to the Authority and shall be in force on the date of execution of this Agreement and shall remain continuously in force for the duration of the Term of this Agreement. At least thirty (30) days prior to the expiration date of each policy of insurance carried by the Consultant pursuant to this Agreement, the Consultant shall furnish the Authority with evidence of the extension of each such policy. All policies of insurance shall provide that any act or negligence of the Consultant shall not prejudice the rights of the Authority as a party insured under said policies.

The Consultant 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 Consultant and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the errors, omissions or negligent acts of the Consultant's agents and employees. Such insurance shall extend to any act, error or omission in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is responsible.

The Consultant shall also carry insurance furnishing benefits in accordance with Mass. G.L. c. 152 or such other worker's compensation and employer's liability requirements as may pertain.

The Consultant shall also carry (i) comprehensive general liability insurance with a broad form contractual liability insurance endorsement; (ii) commercial automobile insurance, including products/completed operations coverage, providing liability coverage for all automobiles used by the Consultant; and (iii) umbrella liability insurance (an excess liability policy is not acceptable). The combination of the underlying general liability policy and umbrella coverage shall provide no less than one million dollars ($1,000,000) of coverage. Coverage under all policies of insurance carried by the Consultant with respect to this Agreement shall be written on an occurrence basis, shall be in amounts and with deductible amounts reasonably satisfactory to Authority, and all such policies shall name the Authority as an additional named insured. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes or other documents in the event of loss or destruction in the Custody of the Consultant.

Any insurance carried by the Consultant pursuant to this Agreement shall include an endorsement denying to the insurer rights of subrogation against the Authority. Without limiting any other provisions of this Agreement, the Consultant hereby waives any rights of recovery.
against the Authority for injury or loss due to hazards covered by such insurance.

The Consultant agrees that this insurance will not be cancelled or allowed to lapse nor shall any changes be made in this policy which change, restrict or reduce the insurance provided, nor shall there be a change in the name of the insured, without first giving ten (10) days notice in writing to the Massachusetts Port Authority, One Harborside Drive, East Boston, Massachusetts 02128, Attention: Risk Management Department, by certified letter, return receipt requested.

8.2 **Indemnification.** To the fullest extent permitted by law, the Consultant at its sole cost and expense shall:

(A) 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 to the extent to which the Consultant demonstrates were caused 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 the Consultant. Further, the 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, the 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 the 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.

(B) Defend, indemnify and hold harmless the Authority from and against any and all liabilities, claims, demands, causes of action, losses, damages, actions, alleging that the Software or Product infringes upon another party's intellectual property rights as defined
herein ("Infringement Claim"). Intellectual property rights shall include, without limitation, patent, copyright, moral rights, trade secret, semiconductor chip protection, trademark, unfair competition or similar rights (collectively, “Intellectual Property Rights”) used by the Contractor to perform the Work, as described in the Scope of Services. If an Infringement Claim occurs, or in the Consultant's opinion, is likely to occur, the Consultant may at its option and expense procure for the Authority the right to continue using the Software and/or Products or replace or modify them so that they become non-infringing while providing functionally equivalent performance. The Authority shall give the 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.

The provisions of this Section 8.2 shall survive the termination or expiration of this Agreement.

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

ARTICLE 9 - WARRANTIES, TRANSFER OF TITLE, RISK OF LOSS

9.1 Consultant Warranties

The Consultant hereby warrants to the Authority as set forth in this Article 9. Any breach of any warranty set forth in this Article 9 shall be deemed to be a default for which the Authority may terminate this Agreement pursuant to Section 7.1(c) hereof. The Consultant hereby represents and warrants to the Authority, in addition to any other representation or warranty stated herein or in any other document, as follows:

(a) The Consultant warrants that the final Work shall be in good operating condition; that it shall be free of any defects in workmanship and material at the time of installation; that it meets all of the requirements contained in this Agreement; and that it shall remain in such condition for a period of one (1) year following the execution of the Final Acceptance Certificate. The Consultant will register all hardware and COTS software with the applicable manufacturers and assign any manufacturer warranties directly to the Authority. The Consultant further warrants that all hardware, software, components, supplies or other physical items furnished by the Consultant shall be new at the time of installation, unless otherwise agreed to by the Authority. Throughout the one (1) year warranty period, the Consultant shall provide or cause to be provided all preventative and
remedial maintenance services necessary to keep the Work and all of its components in
good operating condition and repair and in full compliance with the requirements and
standards set forth in this Agreement.

(b) The Consultant warrants that each non-commercial item of hardware, software
and firmware delivered or developed under this Agreement shall be able to accurately
process date/time data (including without limitation, calculating, comparing, and
sequencing), including leap year calculations and daylight savings time changes, when
used in accordance with the item documentation provided by the Consultant, provided
that all listed or unlisted products (e.g., hardware, software, firmware) used in
combination with such listed product properly exchange date/time data with it. If the
Agreement requires that specific listed products must perform as a system in accordance
with the foregoing warranty, then that warranty shall apply to those listed products as a
system. The duration of this warranty and the remedies available to the Authority for
breach of this warranty shall be as defined in, and subject to, the terms and limitations of
any general warranty provisions of this Agreement, provided that notwithstanding any
provision to the contrary in such warranty provision(s), the remedies available to the
Authority under this warranty shall include repair or replacement of any listed product
whose non-compliance is discovered and made known to the vendor in writing within
one year after acceptance. Nothing in this warranty shall be construed to limit any right
or remedies the Authority may otherwise have under this contract with respect to defects
other than date/time performance.

(c) The Consultant represents and warrants that it has full right and authority to enter
into this Agreement and that neither the Consultant nor any of its employees or agents is
under any preexisting obligation or obligations inconsistent with the provisions of this
Agreement or the performance of the Work hereunder. The Consultant further warrants
that it is the lawful owner of all of the software to be provided pursuant to this
Agreement, other than any software developed by a third party which is not a
subconsultant. Furthermore, the Consultant warrants that it has no knowledge of any
legal claim of any third party with respect to the software provided by the Consultant
(other than software developed by any third party which is not a subconsultant), including
any claim of infringement of any patent, copyright, trademark, or misappropriation of any
trade secret or other proprietary right of any third party as a result of the performance of
the services or any other acts contemplated by this Agreement.

(d) The software provided by the Consultant shall be subject to a warranty of one (1)
year from the Date of Final Acceptance during which time the Authority's remedy shall
be the correction of any verified program errors timely reported to the Consultant upon
detection thereof. A verified program error shall, for the purpose of this section, be defined as an error which can be recreated by the Consultant on its own CPU using the Authority's data. It shall be the Consultant’s duty to utilize its best efforts to timely correct any such program error. In the event that the Consultant is unable to correct such error which substantially impairs the functionality of the software, then the Authority shall be entitled the full refund of any and all Compensation paid to the Consultant pursuant to this Agreement.

9.2 Duties in Warranty Periods. In the event that there is discovered a defect in the Work during the warranty periods described above, the Consultant shall immediately repair or replace the software or hardware at no charge to the Authority. The Consultant shall take all steps possible to bring the software or hardware into compliance with the requirements and standards of this Agreement. Hardware or software installed during the warranty period shall become part of the Work and shall be covered by the Consultant’s warranty for the original work. The Consultant shall also provide on-going maintenance and support obligations as set forth in the Scope of Services.

9.3 Title. Title to the hardware components of the Work shall pass to the Authority upon execution of the Final Acceptance Certificate. The Consultant represents and warrants that it will have absolute and good title to the hardware components of the Work, free and clear of all liens, encumbrances or any claims of any kind whatsoever at the date of the transfer of title.

9.4 Risk of Loss. The Consultant shall bear the risk of loss or damage to the Work and its components while in transit to the Authority and while at the Authority until execution of the Final Acceptance Certificate, except for loss or damage caused by the sole negligence of the Authority. Following execution of the Final Acceptance Certificate, all risk or damage, other than defects or loss or damage caused by breach of the warranties set forth above or breach of the Consultant's maintenance and support obligations set forth herein, shall be borne by the Authority, except for loss or damage caused by the negligence of the Consultant or others for whom the Consultant is responsible.

ARTICLE 10 - ADDITIONAL TERMS AND CONDITIONS

10.1 Liaison. Liaison between the Authority and the Consultant relative to performance of services required under this Agreement shall be effected through the Authority’s Department of Information Services & Telecommunications through the project manager, [________], or the Authority's designee, and the Consultant's project manager, [________], or another designee of the Consultant. The duly appointed Director of Information Services of the Authority is hereby authorized to act on behalf of the Authority with respect to all powers of written approval.
reserved to the Authority in this Agreement. Authority vested in the Director of Information Services may be exercised by a designee or delegate whom he or she shall appoint, or by the Executive Director of the Authority.

10.2 Confidentiality. The Consultant shall maintain in confidence all Authority business information which becomes available to it in connection with its services under this Agreement. The deliverables to be developed hereunder, as well as any documents or information provided to the Consultant by the Authority for the preparation of these deliverables, contain sensitive security information as it relates to Authority facilities and operations. Therefore, the deliverables, and all information contained therein, are privileged and strictly confidential. Except as required for the discharge of its duties to the Authority under this Agreement or as otherwise required by law, the Consultant shall not communicate or release any such deliverable, document, or information in any form to any third party without the prior written permission of the Authority. Unauthorized release may result in civil penalty or other action by the Authority or otherwise. The Consultant shall not use such deliverables, documents, or information other than for the performance of services under this Agreement. The Consultant shall inform all persons to whom any such deliverables, documents, or information has been or will be released of the privileged and confidential nature of such deliverable, document, or information, and shall ensure that all steps necessary to ensure that such persons treat the deliverable, document, or information confidentially shall be taken. In addition, all data, information, and other work product developed by Consultant in the performance of this Agreement shall become the property of the Authority and 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. The Consultant hereby assigns all right, title and interest (including without limitation all Intellectual Property Rights) in and to all such information and work product to the Authority. All records and documents prepared pursuant to this Agreement are property of the Authority and shall be delivered to the Authority's custody upon completion of the work or upon the Authority's request and in any event no later than sixty (60) days after the Date of Final Acceptance or termination of this Agreement unless such time limit shall be extended in writing by the Authority. Any plans or drawings which will be part of the final submission and are to become the property of the Authority shall be of the size and quality established by the Authority's Engineering Department. This paragraph shall survive any termination or expiration of this Agreement.

10.3 Professional Standards. The Consultant agrees that the services provided hereunder shall conform to the high professional standards of care and practice customarily expected of like firms engaged in performing comparable work, that the personnel furnishing said 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
standard of professional knowledge and judgment.

10.4 Independent Contractor. The Consultant shall perform the Work hereunder under the general direction of the Authority as to the results of such activity, but the Consultant shall determine, in its sole discretion, the manner and means by which the Work shall be accomplished, subject to the express condition that the Consultant shall comply with all applicable laws and regulations. It is also expressly understood that the Consultant (including its employees and agents, if any) has been engaged under this Agreement as an independent contractor and not as an agent or employee of the Authority, and the Consultant has no authority whatsoever to bind the Authority by contract or otherwise.

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

10.6 Non Discrimination. During the term of this Agreement, the Consultant shall abide by and conform with the non-discrimination and affirmative action terms and other provisions in Exhibit C, which is attached hereto and incorporated herein.

10.7 No Waiver. 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 the Consultant shall be and remain liable to the Authority for all damages incurred by the Authority as the result of the Consultant's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

10.8 Limit of Liability. 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 the 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.

10.9 No Assignment. This Agreement, any duties hereunder, or interest herein may not be
assigned or delegated by the Consultant without the prior express written consent of the Authority.

10.10 **Choice of Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts. Any dispute arising between the parties under this Agreement may be decided by any court of competent jurisdiction sitting in the Commonwealth of Massachusetts.

10.11 **Severability.** If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

10.12 **Compliance Certificate.** The Consultant warrants that the Certificate of Compliance with Laws form designated as **Exhibit D**, which is attached hereto and incorporated herein has been completed by an authorized officer of the Consultant and is complete and correct in all material respects as of the date hereof.

10.13 **Protection of Persons and Property.** The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Consultant shall promptly remedy all damage or loss to any property caused in whole or in part by the Consultant, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable solely to the acts or omissions of the Authority.

The Consultant shall at all times conform to the reasonable direction and requirements of the Authority as necessitated by the need for efficient management and operation of its facilities.

10.14 **Notice.** Unless otherwise provided by this Agreement, any notice required or permitted under this Agreement shall be in writing and given by personal service, or sent by ordinary mail, postage prepaid. Any notice given by this procedure shall be deemed to have been received on the day in which it was personally served, or on the second business day following the mailing of the notice. Notice shall be given in the case of the Authority to:

Francis Anglin, Director  
Information Systems & Telecommunications  
Massachusetts Port Authority  
One Harborside Drive, Suite 200S  
East Boston, MA 02128-2909

With a copy to:
10.15 **Due Execution.** The person executing this Agreement hereby represents and certifies that he/she has authority and power to sign on behalf of the Consultant, and to bind the Consultant to the obligations undertaken herein.

10.16 **Waiver of Jury Trial.** 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.

10.17 **Confidentiality.** 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.

10.18 **Entire Agreement.** This Agreement including all Exhibits sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior and collateral agreements and representations. This Agreement may not be amended or modified except by a writing signed by both parties. The following Exhibits described in this Agreement and attached to it as of the date of its execution shall be incorporated in and made a part of this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Payment
- Exhibit C: Non-Discrimination and Affirmative Action
- Exhibit D: Certificate of Compliance with Laws

The terms used in this Agreement and also used in any Exhibit to this Agreement shall have the same meaning in the Exhibit as in this Agreement.
Upon signing the enclosed copies and completing and signing Exhibit D, please return all executed copies (including all Exhibits) to Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909, Attention: Pauline Roberts, Contract Administrator.

We look forward to your assistance on this important matter.

Very truly yours,

MASSACHUSETTS PORT AUTHORITY

Michael A. Grieco
Assistant Secretary-Treasurer

Agreed and acknowledged by
this _____ day of ______________, 2015

[CONSULTANT]

By: ______________________

Title: ______________________
EXHIBIT 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, religion, creed, national origin, ancestry, gender, sexual orientation, age being greater than forty years, veterans status, gender expression and identity, 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.

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.

4. Consultant’s non-compliance with the provision of this Exhibit shall constitute a material breach of this Agreement, for which the Authority may, in its discretion, upon failure to cure said breach within thirty (30) days for written notice thereof, terminate this Agreement upon ten (10) days written notice.

5. Consultant shall indemnify and hold harmless the Authority from any claims and demands of third persons resulting from Consultant’s non-compliance with any of the provisions of this Exhibit and in case of termination or cancellation of this Agreement pursuant to Paragraph 4, the Consultant shall indemnify the Authority during the remainder of the original term against any loss or damage suffered by reason of such termination.
EXHIBIT 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 Contractor, with Division of Unemployment Assistance (D.U.A.) ID Number (if applicable) ________________, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

*Compliance may be certified if Contractor 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 Contractor 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 Contractor (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, to the best of his/her knowledge and belief, Contractor 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 Contractor (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 Contractor 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 Contractor (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 ____________, 2015.

Contractor

Authorized Signature: _______________________

Print Name: ________________________________

Title: ________________________________