

Attachment 2

Acknowledgements & Conditions

1. Massport reserves the unqualified right, in its sole and absolute discretion, to amend or withdraw this RFP at any time, to reject all submittals, to withdraw at any time from this process with no recourse for any Company, to undertake discussions and modifications with one or more Company or any third party, and to proceed with that proposal or modified proposal, if any, which in its judgment will, under the circumstances best serve the public interest, to waive defects in the filing of or contents of any proposal, and to choose or reject any or all submittals received in response to this RFP either on the basis of an evaluation of the factors listed in this RFP or for other reasons, including but not limited to the convenience of Massport.
2. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. Massport makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the Tobin Bridge and its vicinity, now or in the future.
3. Massport has established this process because it is believed to be in Massport's best interest to do so, and not because of any legal requirement to do so. Massport reserves the unqualified right in its sole and absolute discretion to develop the project using any chosen approach, or to select for consideration as the Company any organization, or to request further information from any Company, or to select a Company in whatever manner chosen by Massport, or to not proceed with such selection.
4. At any time and from time to time after the receipt by Massport of responses to this RFP, Massport may give written notice to the Company to furnish additional information relating to its proposal and may give written notice to the Company to meet with designated representatives of Massport with respect to its proposal.
5. Massport may consult references familiar with the Company regarding the Company's financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the submission. Submissions made in response to this RFP shall constitute permission for Massport to make such inquiries, and authorization to third parties to respond thereto.
6. Any information given to Massport in any submission or any correspondence, discussion meeting, or other communication between the Company and Massport before, with, or after the receipt by Massport of the submission, 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 or consultants retained by Massport except as may be required by state and federal law including, without

limitation, the Massachusetts Public Records Law (M.G.L. c.66).

7. Neither the members of Massport nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by the Company or any third party with any liability or held liable to it under any term or provision of this RFP nor any statements made herein.
8. By providing a submission in response to this RFP each Company and each person signing on behalf of any Company certifies, and in case of a joint venture each party thereto certifies as to its own organization, that the terms of its submission have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other Company or with any competitor; the terms of its submission have not been and will not be knowingly disclosed, directly or indirectly, by the Company prior to the official opening of such submission, to any other Company or to any competitor; no attempt has been made and none will be made by the Company to induce any other person, partnership, or corporation to provide or not to provide a submission for the purpose of influencing competition; the Company has not made any offers or agreements or taken any other action with respect to any Massport employee or former Massport employee or immediate family member of either which could constitute a breach of M.G.L. Chapter 268A, Sections 23, nor does the Company have any knowledge of any act on the part of a Massport employee or former Massport employee relating either directly or indirectly to the Company which constitutes such a breach; and no person or selling agency, other than a bona fide employee or a bona fide established commercial or selling agency maintained by the Company for the purpose of securing business, has been employed or retained by the Company to solicit or secure selection under the RFP or award of this development opportunity on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.
9. Any Proponent that is currently providing goods or services to Massport as a vendor, consultant, contractor or subcontractor, or in any other capacity, should disclose all projects or contracts that proponent is performing for or entered into with Massport and Proponent's plan to address and resolve any conflicts of interest. To the extent that M.G.L. c.268A, Conduct of Public Officials and Employees, may be applicable, Respondent and its officers, agents and employees shall be fully responsible for ensuring their compliance with the requirements of M.G.L. c. 268A..
10. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority and the public, and not because of any legal requirement to do so. Company acknowledges that it is the Authority's right to accept any proposal, or to reject any or all proposals, to modify or amend with the consent of the Company any proposal prior to acceptance, to waive an informality and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in its best interest.

11. The selected company(s) will be required to enter into either a concession agreement [applicable to an advertising company] or a sponsor agreement [applicable to a sponsor] within five business days of selection notification. Along with the appropriate agreement, the company will be required to certify its company's Compliance with laws in the format below.
12. Any proposal submitted in response to this RFP shall constitute a firm offer and shall be held firm and open for a period of 90 days from proposal opening.
13. If there are any terms or requirements in this RFP that your company can not perform or will not agree to, and your company is awarded a contract as a result of this RFP, please identify such terms or requirements in your proposal.

Submitted and all terms and conditions of the Proposal Invitation and attachments hereby acknowledged and agreed to:

Name of Company:

By:

Title:

Date: