

REQUEST FOR PROPOSALS
DESIGN SERVICES FOR THE MPAERS
NEWSLETTER AND THE ANNUAL
COMPREHENSIVE FINANCIAL REPORT (ACFR)

MASSACHUSETTS PORT AUTHORITY
EMPLOYEES' RETIREMENT SYSTEM

ONE HARBORSIDE DRIVE, SUITE 200S
EAST BOSTON, MASSACHUSETTS 02128

The Board (the "Board") of the Massachusetts Port Authority Employees' Retirement System ("MPAERS") is seeking proposals from qualified firms to design and produce the MPAERS Newsletter and the ACFR. The intent of this Request for Proposals ("RFP") is to identify and select a firm to provide design services as more fully described in the Scope of Services set forth in **Exhibit A**.

The MPAERS is a contributory defined benefit retirement plan established in accordance with Chapter 32 of the Massachusetts General Laws by enactment of Chapter 487 of the Acts of 1978. As of January 1, 2022, the MPAERS had 1,094 active members and 976 retirees and the total assets of the system were approximately \$920 million.

The Board has issued this RFP to procure the services of a qualified professional firm to provide design services for the MPAERS. This engagement will be for a period of three (3) years with an option on the System's behalf to extend for two additional years, subject to an annual review.

Sealed proposals must be received by the Board prior to **5:00 p.m., E.S.T., on Friday, October 14, 2022**, at the Massport Employees' Retirement System Office, located at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128. Three (3) copies of your proposal must be submitted.

Each proposer shall complete the Proposal Form attached hereto as **Exhibit B**, which requires proposers to submit information in the following categories: Component I: "Proposer's Background Information", and Component II: "Proposed Price".

The System is committed to diversity, equity, and inclusion in all of the System's economic activities, including its purchases of goods and services, and expects that its business partners be committed to diversity, equity, and inclusion in their business practices. The System supports and encourages the hiring of a diverse and inclusive workforce throughout its economic activities, and believes that minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") should have equal opportunity to participate in contracts.

MBEs and WBEs are encouraged to submit proposals. The terms MBE and WBE refer to businesses that meet the certification criteria of, and are certified by, the Massachusetts Supplier Diversity Office ("SDO") (formerly known as the Massachusetts State Office of Minority and Women Business Assistance ("SOMWBA")), set forth in 425 CMR Section 2.00 et seq., or that meet the certification criteria of, and are certified by, the Greater New England Minority Supplier Development Council ("GNEMSDC").

A selection committee shall evaluate the competing proposals based on which proposal best serves the overall interests of the MPAERS and shall consider the following criteria:

1. The quality and extent of the proposer's experience and expertise.
2. The qualifications of the individuals who would be primarily responsible for providing services to the MPAERS.
3. The degree to which the proposal reflects the proposer's commitment to diversity, equity and inclusion.
4. The proposed fee schedule for the services to be provided.

The successful proposer shall enter into a professional services agreement commencing on January 1, 2023, in substantially the same form of the draft Services Agreement attached to this proposal invitation as **Exhibit C**. Certain terms of the Agreement shall be completed in accordance with the terms of the successful proposal, and may otherwise be modified only as deemed necessary or desirable by the MPAERS Legal Counsel.

Any information provided to the Board in any proposal, or other written or oral communication between the proposer and the Board, will not be, or deemed to have been, proprietary or confidential, although the Board will use reasonable efforts not to disclose such information to persons who are not employees or consultants retained by the Board, except as may be required by M.G.L. c. 66.

Any proposer that is currently providing goods or services to the MPAERS as a vendor, consultant, contractor, or subcontractor, or in any other capacity, should disclose all projects or contracts that the proposer is performing for or entered into with the MPAERS, and the proposer's plan to address and resolve conflicts of interest, if any. The MPAERS reserves the right, in its sole discretion, to request additional information from a proposer on potential conflicts of interest and to limit or prohibit the participation of any proposer due to any conflict of interest. To the extent that M.G.L. c. 268A may be applicable, proposers and their agents, officers, and employees shall be fully responsible for ensuring their compliance with the requirements of said Chapter 268A.

The Board is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Board and the MPAERS, and not because of any legal requirement to do so. The Board reserves the right to accept one or more of the Proposals, to reject any or all Proposals, to waive any informality of the Proposal form, to modify or amend with the consent of the proposer any Proposal prior to acceptance, and to effect any agreement otherwise, all as the Board in its sole judgment may deem to be in its best interest.

Sincerely,

MASSACHUSETTS PORT AUTHORITY
EMPLOYEES' RETIREMENT SYSTEM

Date: 09/16/2022

Irene E. Moran
Director of Retirement

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide full-service production of the 4-color, approximately 72–page Annual Comprehensive Financial Report (“ACFR”) in compliance with guidelines of the Government Finance Officers Association (“GFOA”) for the Certificate of Achievement for Excellence in Financial Reporting (to be provided by the MPAERS).

Target composition:

- a) Introduction – 8 pages
- b) Financial section – 26 pages
- c) Investment section – 10 pages
- d) Actuarial section – 14 pages
- e) Statistical section – 8 pages
- f) Frequently Asked Questions – 6 pages
- g) Cover

These services are defined as follows:

- manage production of annual report from start to finish;
- provide two to three design concepts;
- provide annual report design and layout, including MPAERS supplied text* and photos;
- make recommendations on color, typeface and paper stock for the report;
- adhere to GFOA guidelines for Certificate of Achievement for Excellence in Financial Reporting (to be provided by MPAERS staff);
- edit MPAERS supplied text and graphics as needed (subject to approval);
- work with MPAERS staff to determine cover design;
- solicit competitive quotes from printers including at least one minority owned firm;
- select printer and supervise print production;
- print and deliver 2,200 copies of annual report to MPAERS office for mailing;
- provide follow-up meeting with MPAERS to evaluate process if needed.

*Note: Text will be provided by multiple firms and formats cannot be determined at this time, however in the past included Microsoft Word documents as well as Excel spreadsheets.

Consultant services will also include production and layout of the MPAERS 4-color, 6-page newsletter, Outlook, recommendation and selection of an outside vendor printer, and supervision of print production. The newsletter is published on a quarterly basis, running six 8.5” x 11” pages. All text will be produced by the Retirement office staff and provided electronically to the consultant in MS Word format.

Recent issues of Outlook and the 2021 ACFR can be found at <https://www.massport.com/massport/about-massport/employment/retirement-information/retirement-publications-forms/>

EXHIBIT B

PROPOSAL FORM DESIGN SERVICES

Massachusetts Port Authority Employees' Retirement System
One Harborside Drive, Suite 200S
East Boston, Massachusetts 02128
Attn: Irene Moran, Director of Retirement

_____ (Name of Proposer) acknowledges receipt of the Massachusetts Port Authority Employees' Retirement Proposal Invitation for Design Services dated September 16, 2022, and hereby submits the following proposal in response thereto.

In order to be eligible for consideration under this RFP, you must complete all questions. Only firms that show demonstrated experience in collateral design and on schedule production will be considered qualified and eligible to participate in the selection process.

COMPONENT 1:

Proposer's Background Information

1. Name, address and telephone number of Proposer:
2. Description of Proposer (corporation, partnership, consortium, etc.):
3. Is Proposer now qualified to do business in the Commonwealth of Massachusetts?
4. State of incorporation:
5. Name, title and business address of person responsible for preparing this proposal:
6. Name, title and business address of persons to whom communications respecting this proposal should be directed, if different from above:

Proposer's Experience

7. Please describe your business and include information about your key collateral design and production clients (especially noting any newsletter, annual report projects and other financial documents).
8. Provide your qualifications and experience.
9. Provide at least three professional references (prefer at least 1 annual report and 1 newsletter client) including company name, address, phone number and contact person (current or former client).

10. Describe your qualifications and experience in fulfilling the scope of services.
11. Describe three projects which were undertaken by you in the past two years and include at least three samples of your work product. Please identify:
 - Client (or general description of company)
 - Assignment and project objectives
 - Description of deliverables and how it met the desired objectives
 - Length of time from start of project to delivery
 - Subcontract work, if any
 - Value of contract

Proposer's Management Plan

12. Please attach information that will identify the person who will serve as the Project Manager, including his/her qualifications, resume, experience in performing and/or managing the work required in the Scope of Services, and a list of three (3) previous contracts in which said person served as the Project Manager.
13. Please attach information which will identify other personnel who will be assigned to complete the work under the Agreement, indicating the role each will play in the completion of the work, and including for each person a resume that sets forth his/her qualifications and relevant experience. Specifically, please highlight any diversity characteristics pertaining to the personnel that would be assigned to the engagement.
14. If any work is to be subcontracted by the Proposer, please identify the subconsultant, the work being subcontracted, the qualifications of the subconsultant to perform the work, and three (3) references who may be contacted and can comment upon the subconsultant's experience in providing similar services.
15. Please prepare a detailed proposed work plan for completion of the tasks set forth in **Exhibit A**, addressing each component of the work required to be done in the Scope of Services. The work plan should identify specific tasks offered to be performed by the Proposer, methodology for completion of the work, personnel assigned to complete each task, and such other information as will be relevant to explaining the Proposer's approach to work required to be performed. The work plan should also allow for the possibility of additional consulting work, beyond what was referenced in the Scope of Services, to assist the Board in responding to new or changing conditions.

Diversity, Equity and Inclusion

16. Please describe your firm's commitment to diversity, equity, and inclusion in its overall business policies, programs and practices. Please include responses to the following:

Is the firm a minority-owned business enterprise ("MBE") or women-owned business enterprise ("WBE") certified by the Massachusetts SDO or GNEMSDC?

Please submit copies of, or information on, firm's diversity, equity, and inclusion programs, policies, or initiatives (including, without limitation, workforce development, supplier diversity, and/or community programs/outreach).

COMPONENT II:

Proposed Price

1. The System is seeking fixed-fee proposals. Each proposer should also provide a fee basis should the Board elect to extend the contract pursuant to the two-year extension option. The services detailed under SCOPE OF SERVICES in Exhibit A should form the basis for the proposed fees and Exhibit A should be referred to for a description of the services required of the successful proposer or proposers. Describe how fees would be determined for other services which the MPAERS may ask you to provide and the billing rates for 2023 through 2025 and also include billing rates for the two, two year optional periods 2026-2027 and 2028-2029.

The method of payment will be set forth in the Contract. Once the consultant is selected, the fee may be negotiated further depending on the variance from the other Proposals. In no case will the negotiated fee be higher than the fee contained in the Proposal. All retainer based fees shall include all expenses of the proposing firm during the term of the Contract.

In evaluating Proposals, the MPAERS will seek to assure that a reasonable fee be paid for a high quality of service. The selection will not be made solely on an apparent low-bid basis. Qualitative factors bearing on the value and timeliness of services will be considered.

If the Proposer recommends additional services not outlined in this Proposal Invitation, such services shall be separately described in the technical portion of the Proposal, Component I, and separately priced in the pricing portion of the Proposal, Component II. This fee proposal should include hourly rates for the additional services.

The Proposer shall include estimated dollar value of any anticipated subcontract, if applicable, including a detailed description of the services to be subcontracted, the reason for the subcontract, and the rights and duties of the parties to the proposed subcontract. The Proposer shall also identify the subconsultant, and set forth the compensation to be paid thereunder.

Acknowledgements and Conditions

2. The Proposer agrees that it has received and read the draft Services Agreement (**Exhibit C**) and other attachments to the Proposal Invitation, and that the terms thereof are incorporated by reference in its Proposal. The Proposer agrees that if its Proposal is accepted, the Proposer will enter into an Agreement with the Board in the form of the attached draft Agreement. Certain terms of the Agreement shall be completed in accordance with the terms of the successful Proposal, and may otherwise be modified only as deemed necessary or desirable by the MPAERS' Legal Counsel.
3. This Proposal constitutes a firm offer. A certified copy of Proposer's corporate resolution or other proof of authority to make this Proposal as a firm offer must be attached.

4. The Board is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Board and the general public, and not because of any legal requirement to do so. Proposer acknowledges that it is the Board's right to accept any proposal or to reject any or all proposals, to modify or amend with the consent of the bidder any proposal prior to acceptance, to waive any informality and to effect any agreement otherwise, all as the Board in its sole judgment may deem to be in its best interest.

5. The Proposer certifies, under the pains and penalties of perjury, that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this clause, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Submitted, and all terms and conditions of the aforementioned Proposal Invitation and Exhibits thereto, are hereby acknowledged and agreed to:

Proposer

By: _____

Date: _____

EXHIBIT C

DRAFT SERVICES AGREEMENT

_____, 2023

Name of Consultant
Address
City, State
Attention:

RE: Design Services

Dear _____:

The Massachusetts Port Authority Employees' Retirement System (MPAERS or "System") hereby agrees with _____ ("Consultant") respecting the terms of its engagement by the MPAERS to provide design services to the System as further described below.

Article 1 - Scope of Services

1.1 Consultant shall provide design services to the MPAERS. These services are more fully defined in the Scope of Services attached hereto and incorporated herein as **Attachment A**.

Article 2 - Compensation

2.1 **Fees and Expenses**. The Consultant will be entitled to receive from the MPAERS as complete compensation for services rendered hereunder the fees set forth in **Attachment B**, attached hereto and incorporated herein. The Fee Schedule may be modified by mutual agreement of the parties in writing. The Consultant not be paid or reimbursed for any expenses except to the extent permitted by the System in writing.

2.2 **Invoices**. Consultant shall submit invoices in a form reasonably satisfactory to the System in arrears setting forth actual time and services rendered. Consultant's invoices shall be in such detail as the System may reasonably require to show the identification of the personnel performing services, their classifications, and the detailed nature and extent of services performed. The System shall make payments to Consultant within thirty (30) days after receipt and approval by the System of said satisfactory invoices.

2.3 **Books and Records**. Consultant shall keep accounts, books and records pertaining to services performed and reimbursable expenses incurred in a true and accurate manner and on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the System may require. Upon seventy-two hours (72) hours advance notice, the System or a representative on behalf of the System shall have the right to inspect, review or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement, including without limitation the Scope of Services. Consultant shall keep such accounts, books and records as required to be maintained by this Agreement at

a location within the metropolitan Boston area or, if the Consultant maintains such accounts, books and records in another location outside the metropolitan Boston area, the Consultant shall make such accounts, books and records available at Consultant's Boston office or at a site acceptable to the System upon reasonable notice from the System. The System shall have the right to photocopy or otherwise duplicate at Consultant's expense those accounts, books and records as the System determines to be necessary or convenient in connection with its review or audit thereof. If Consultant's accounts, books or records have been generated from computerized data, Consultant shall provide the System or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the System. Consultant shall retain and keep available to the System 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.

Article 3 - Term

3.1 **Term.** The term of this Agreement shall commence on January 1, 2023, and shall terminate on December 31, 2025, unless sooner terminated or extended by the System in accordance with this Agreement (the "Term").

3.2 **Options to Renew.** The System shall have two (2) additional two-year options to extend the Term under the same terms and conditions set forth in this Agreement. In order to exercise each option, the System shall give Consultant thirty (30) days' written notice prior to the end of the then current Term hereof, and the Term shall be extended to include each two-year option.

3.3 **Termination for Cause.** The System, by three (3) days written notice to Consultant, which notice shall include a statement of the reason(s) for such termination, terminate this Agreement for cause in any one of the following circumstances:

- (a) if Consultant fails to perform the services in a timely and professional fashion; or
- (b) if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress in the engagement so as to endanger performance of this Agreement; and
- (c) in either of these instances does not cure such failure within a period of ten (10) days after receipt of notice from the System specifying such failure; provided, however, that this Agreement shall not be terminated if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of Consultant. In the event of a termination of this Agreement for cause, the System may, but need not, procure, upon such terms and in such a manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the System may have. Consultant shall be liable to the System for any costs for such similar services in excess of the amounts paid or payable to Consultant under this Agreement.

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

3.5 In the event of any termination pursuant to the provisions of this Article 3, Consultant shall deliver to the System any and all work or work in progress produced under this Agreement prior to its termination, and the System shall, upon receipt of said work, pay Consultant the reasonable value of said work less any set-off for damages caused by Consultant in the event that termination is for cause as set forth above. It is acknowledged and agreed that the Consultant's services hereunder are personal services, and may not be assumed or assigned by a trustee in bankruptcy.

Article 4 - Additional Terms & Conditions

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

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

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

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

4.5 The Consultant agrees that services provided under this Agreement shall conform to the high professional standards of care and practice exercised by consultants engaged in performing comparable services; that the personnel assigned by Consultant to furnish such services shall be qualified and competent to perform adequately and completely the services assigned to them; and that the commendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

4.6 In the performance of its duties under this Agreement, Consultant shall obtain all necessary permits and licenses, and hereby certifies that it shall comply with all laws, rules and regulations applicable to the services rendered hereunder, as all such laws, rules and regulations may be amended from time to time.

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

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

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

4.10 Consultant shall comply with the civil rights and non-discrimination provisions in **Attachment C**, attached hereto and incorporated herein.

4.11 Any failure by the System 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 System's review, approval, acceptance or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement, and Consultant shall be and remain liable to the System for any and all damages incurred by the System due to Consultant's failure to perform in accordance with the terms of this Agreement. The rights and remedies of the System provided under this Agreement are in addition to any other rights or remedies at law or in equity. The System may assert a right to recover damages by any appropriate means, including without limitation set-off, suit, withholding, recoupment, or counterclaim either during or after performance of the services under this Agreement.

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

4.13 To the fullest extent permitted by law, Consultant at its sole cost and expense shall defend, indemnify and hold harmless the System and its members, officers and employees from and against any and all liabilities, claims, demands, causes of action, losses, damages, actions, including actions for personal injury or wrongful death, actions for property damage, and any other type of claims asserted by third persons alleging a violation of law or for any other cause, costs, fines, fees and expenses of any kind or nature whatsoever (including attorneys' fees and costs of investigation and litigation) arising from or related to the Consultant's performance under this Agreement, or the negligence, omissions, acts or operations of Consultant, its agents, employees, consultants or sub-consultants; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which Consultant demonstrates were caused solely by the gross negligence or willful misconduct of the System. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the System which would exist at common law, and the extent of this obligation of indemnification shall not be limited by any provision of insurance undertaken by Consultant. Further, Consultant shall indemnify and hold harmless the System 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 System by reason of any such claim, Consultant, upon notice from the System, agrees

to resist or defend such action or proceeding with counsel reasonably acceptable to the System. The System shall give Consultant reasonable written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. This paragraph shall survive any termination or expiration of this Agreement.

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

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

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

4.17 THE PARTIES, BY EXECUTION OF THIS AGREEMENT, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY AS TO ALL CLAIMS, DISPUTES, OR CONTROVERSIES ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. The System has acted in reliance on this condition in executing this Agreement.

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

4.19 By signing this Agreement, Consultant certifies that they have reviewed the attached Certificate of Compliance with Laws form designated as **Attachment D**, attached hereto and incorporated herein, and Consultant makes all certifications required therein under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance.

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

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

4.22 Whenever written notice or consent is required pursuant to this Agreement, it shall be sent to the parties at their respective addresses below, by registered or certified mail (postage pre-paid

with return receipt requested), facsimile transmission, overnight express mail (postage pre-paid) or courier service. Any notice or consent sent by facsimile shall also be sent by registered or certified mail or overnight express mail or courier service. If sent by registered or certified mail, notice will be achieved three (3) business days after the date on which it is sent, and if sent by overnight express mail or courier service, notice will be achieved on the date of delivery. If notice is to be sent to Consultant, it will be sent to **[insert name, title, address]**. If notice is to be sent to the System, it will be sent to the System's liaison identified in paragraph 4.1. Notice shall be sent to the above-listed persons or to other persons at such other addresses as a party shall designate by like notice to the other party.

4.23 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by facsimile transmission, electronic mail in portable document format ("pdf"), digital signature software application, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a manual or electronic signature

Very truly yours,

MASSACHUSETTS PORT AUTHORITY
EMPLOYEES' RETIREMENT SYSTEM

Irene E. Moran
Director of Retirement

Agreed and acknowledged:

[CONSULTANT'S NAME]

By: _____

Title: _____

ATTACHMENT A

SCOPE OF SERVICES

[As set forth in Exhibit A to the Proposal Invitation]

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT C

COMPLIANCE WITH CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS

In accordance with policies adopted by the System, the Consultant agrees as follows:

1. The 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 that person's race, color, religion, creed, national origin, ancestry, age (40 years and over), sexual orientation, pregnancy, citizenship, sex, gender identity, handicap, disability, genetic information, or veteran status. The 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. The Consultant shall comply with all federal and state laws and regulations pertaining to civil rights, nondiscrimination and equal opportunity, including executive orders and rules and regulations of appropriate federal and state agencies, to the extent applicable, and as such laws, orders, rules, and regulations may be amended.

ATTACHMENT D

CERTIFICATE OF COMPLIANCE WITH LAWS

1. Massachusetts Employment Security Law

Pursuant to G.L. c. 151A, §19A (b), Consultants that are employers certify that they have complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

2. Massachusetts Child Care Law (Applicable to contracts for goods or services only)

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12 *et seq.*, Consultant certifies it: (a) employs fewer than fifty (50) full-time employees; or (b) offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or (c) offers child care tuition assistance or on-site or near-site subsidized child care placements.

3. Revenue Enforcement and Protection Program

Pursuant to G.L. c. 62C, §49A, Consultant certifies that it has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

4. Northern Ireland

Pursuant to G.L. c. 7, § 22C, Consultant hereby certifies that it 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. Consultant certifies that it does not employ ten or more employees in an office or other facility located in Northern Ireland; or it does employ ten or more employees in an office or other facility located in Northern Ireland, but Consultant (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 workplace, and the eradication of any manifestation of religious and other illegal discrimination.

5. Workers' Compensation

Consultants that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to G.L. c. 152 (workers compensation and insurance). Information regarding exemptions from Massachusetts workers' compensation insurance may be found at <https://www.mass.gov/service-details/workers-compensation-insurance-requirements>