



## **MASSACHUSETTS PORT AUTHORITY**

**Strategic and Business Planning Department**

Logan Office Center

One Harborside Drive, Suite 200S

East Boston, MA 02128

### **REQUEST FOR QUALIFICATIONS**

# **CLIMATE ACTION/NET ZERO PROGRAM IMPLEMENTATION AND PROGRAM MANAGEMENT OFFICE (PMO)**

## **Supplemental Information Package**

**Statements of Qualifications Due: Not later than NOON, JULY 21, 2022**

**LEGAL NOTICE**  
**REQUEST FOR QUALIFICATIONS**

The MASSACHUSETTS PORT AUTHORITY (Authority) is soliciting consulting services for Massport project **CLIMATE ACTION NET ZERO PROGRAM IMPLEMENTATION AND PROGRAM MANAGEMENT OFFICE (PMO)**. The Authority is seeking qualified multidiscipline consulting firm or team, with proven experience to provide professional services serve as the Program Implementation and Program Management Office, relative to Massport's Climate Action/Net Zero Program. The Consultant must be able to work closely with the Authority and other interested parties in order to provide such services in a timely and effective manner.

The consultant shall demonstrate experience in several disciplines including but not limited to Climate Action Program Management, Environmental Performance Reporting and Standards for Airports and Ports, Project Controls, Funding/Financial Analysis, Performance Reporting, Project Delivery, Cost Estimating, Construction Phasing, Sustainable Design.

The contract will be work order based, and Consultant's fee for each work order shall be negotiated. It is anticipated that the contract budget will be in the range of \$3-\$4 million depending on the final scope of work.

A Supplemental Information Package will be available, on **WEDNESDAY, JUNE 15, 2022** on the Capital Bid Opportunities webpage of Massport <http://www.massport.com/massport/business/bids-opportunities/capital-bids> as an attachment to the original Legal Notice, and on CENTRAL REGISTER (<https://www.sec.state.ma.us/spr/sprcentral/infocent.htm>) in the listings for this project. If you have problems finding it, please contact Susan Brace at Capital Programs [SBrace@massport.com](mailto:SBrace@massport.com) The Supplemental Information Package will provide detailed information about Scope of Work, Selection Criteria and Submission Requirements.

In recognition of the unique nature of the project and the services required to support it, the Authority has scheduled a Consultant Briefing to be held at **11:00AM on FRIDAY, JUNE 24, 2022 via VIRTUAL MEETING, Zoom Meeting <https://massport.zoom.us/j/81643053674>; Meeting ID: 816 4305 3674; Dial in (301)715-8592 or (312)626-6799 US**. At this session, an overview of the project will be provided, the services requested by the Authority will be described, and questions will be answered.

This submission, including the litigation and legal proceedings history in a separate sealed envelope as required shall be addressed to Joel Barrera, Director of Strategic & Business Planning and received no later than **12:00 Noon on JULY 21, 2022** at the Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 209S, Logan International Airport, East Boston, MA 02128-2909. Any submission which is not received by the deadline shall be rejected by the Authority as non-responsive. Any information provided to the Authority in any Proposal or other written or oral communication between the Proposer and the Authority will not be, or deemed to have been, proprietary or confidential, although the Authority will use reasonable efforts not to disclose such information to persons who are not employees or consultants retained by the Authority except as may be required by M.G.L. c.66.

**MASSACHUSETTS PORT AUTHORITY**  
**LISA S. WIELAND**  
**CEO & EXECUTIVE DIRECTOR**

# REQUEST FOR QUALIFICATIONS

## Professional Consulting Services

# CLIMATE ACTION/NET ZERO PROGRAM IMPLEMENTATION AND PROGRAM MANAGEMENT OFFICE (PMO)

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## SUPPLEMENTAL INFORMATION

### Introduction

The Massachusetts Port Authority (Massport or the Authority) invites statements of qualifications from qualified interdisciplinary consulting firms or teams to serve as the Program Management Office (PMO) for Massport's Net Zero Program Implementation. The contract will be for an initial term of two (2) years, and include up to three (3) option years.

### Background

Massport recently unveiled a new, bold agenda to reduce carbon emissions across all facilities and become Net Zero by 2031, coinciding with the Authority's 75th anniversary. The *Roadmap to Net Zero (Roadmap)* focuses on 100% of the greenhouse gas (GHG) emissions directly controlled by Massport-owned facilities and equipment (Scope 1), and purchased electricity (Scope 2), with continued potential influence in areas the Authority does not control (Scope 3). The *Roadmap* outlines the steps Massport will take to reduce emissions within the decade, directly benefitting neighboring communities and further preparing the Authority for the impacts of climate change. A summary of the Roadmap can be found on the Massport website at: <https://www.massport.com/massport/about-massport/roadmap-to-net-zero/>.

Massport's *Roadmap* identifies the following strategies to accomplish these goals:

- Improving building energy efficiency through design standards and operational controls;
- Transitioning to alternative/clean fuel sources such as renewable electricity, renewable natural gas, biofuels, hydrogen, etc.;
- Generating as much renewable energy as possible on-site, and purchasing off-site renewable energy;
- Acquiring renewable energy credits, renewable identification numbers, and carbon offsets as a transition strategy for the fossil fuel sources that cannot be reduced, electrified or switched to renewable energy in the near-term;
- Implementing all remaining facility-specific initiatives identified to ultimately reach net zero; and
- Build on Massport's ongoing initiatives to advocate, influence and leverage/target new investment to reduce Scope 3 emissions

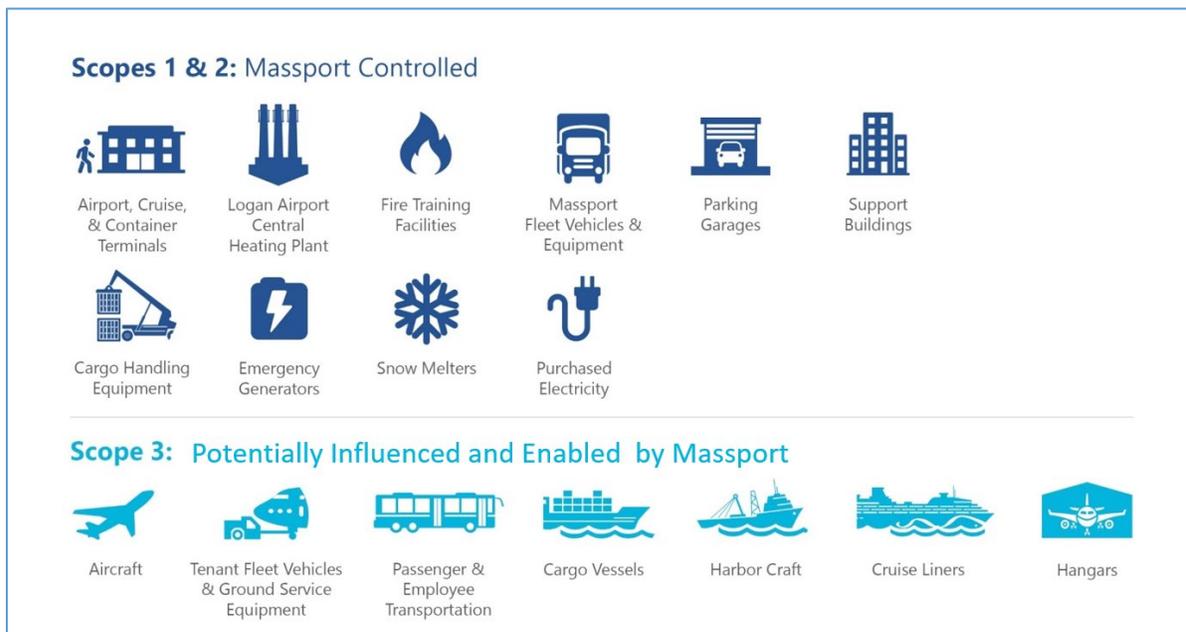
For any areas where our Scope 1 emissions cannot be reduced to zero, Massport plans to invest in carbon offsets to reach the target. The Authority expects to be Net Zero for the emissions we directly control (Scope 1 and Scope 2) without offsets by 2040. When needed, Massport's aim would be to purchase offsets that benefit local projects within the Commonwealth.

As illustrated in Figure 1 below, Massport's Scope 1 and 2 elements of the phased plan include building and equipment energy efficiency and decarbonization, expanding use of LED lighting systems across all facilities, rehabilitating the central heating plant at Boston Logan International Airport (Logan or Airport), upgrading the Logan Express and on-Airport shuttle bus fleet to electric vehicles, replacing diesel equipment at port facilities with clean energy or electric alternatives, and installing more solar

panels and renewable energy sources. The *Roadmap* identifies five general pathways to achieving net zero GHG emissions, as follows:

- Energy conservation and efficiency measures
- Clean and renewable energy sources
- Sustainable ground transportation
- Partnerships
- Culture of Sustainability and Innovation

**Figure 1 – Overview of Massport Controlled and Potentially Influenced Emissions**



There is also a critical component of the *Roadmap* aimed at enabling the reduction of emissions that Massport does not control (Scope 3), but can possibly influence. One such example of an area of potential influence would be to enable the use of Sustainable Aviation Fuel (SAF) at our three airports. SAFs are a renewable/cleaner substitute for fossil jet fuels that reduce carbon emissions and improve the air quality. Another example would be exploring technologies such as waste-to-fuel programs.

Last fall, President Biden announced a goal for U.S. companies to produce at least 3 billion gallons of SAF per year by 2030 and, by 2050, sufficient SAF to meet 100% of aviation fuel demand, which is currently projected to be around 35 billion gallons per year. Massport will work to enable use of SAF at our three airports and encourage our airline partners to transition to this alternative fuel while longer term strategies are evaluated, approved and adopted. This would include exploring, with the selected technical team, innovative ways to incentivize the use of SAF at Logan such as locally generated SAF Certificates that would subsidize the purchase of blended jet fuel in collaboration with airlines serving Logan.

Massport is also seeking to influence Scope 3 emissions at our port facilities by researching shore power options for cruise line and container vessel operations, as well as engaging maritime stakeholders in identifying and facilitating pathways to support the decarbonization of these business operations.

Finally, Massport has commercial real estate assets in South Boston, East Boston and Charlestown which are developed and operated via long-term ground leases. Massport's current Net Zero/Climate Action Plan strategy does not account for this aspect of Massport's business, and Massport would like to explore options for including this line of business in the overall Net Zero/Climate Action Plan strategy, notwithstanding that the emissions from these ground leases are not believed to be part of Massport's emissions inventory.

Massport currently has several programs to reduce emissions and has had success with environmental initiatives. These projects include:

- Implementation of on-Airport clean-fuel buses since the mid-1990s
- In 2001, Hanscom Field became the first U.S. airport to earn ISO 14001 certification for its Environmental Management Systems (EMS)
- In 2003, Conley Terminal was the first U.S. container terminal to implement an EMS and receive ISO 14001 certification
- In 2005, Logan's Terminal A redevelopment was the first LEED Certified airport terminal in the world
- Installation of on-site renewable energy sources, including solar and wind
- Developed more than 37 acres of greenspace within our surrounding communities and currently advancing two new parks in East Boston, which will add an additional 8 acres of greenspace
- Extensive HOV program to reduce VMT and private vehicle emissions

Massport will continue to pursue outside funding to help pay for some of these projects. The Authority was recently awarded \$615,000 by the Mass. Clean Energy Center for a pilot project to build electric vehicle infrastructure at Logan to catalyze the electrification of the ride-for-hire industry. In 2020, Massport received a \$4M VALE grant to acquire charging stations at Logan for electric ground service equipment (eGSE). The EPA granted Massport \$500,000 in 2018 to install airline-owned eGSE charging stations at Logan's Terminal B, and \$330,000 in 2015 for a Clean Diesel Project at Conley Terminal.

It is also important to note that where offsets and/or credits are needed in the earlier program years, Massport has a strong preference for local, community or Massachusetts-based opportunities.

### **Massport's Net Zero/Climate Action Plan Implementation Concept**

Through development of the *Roadmap to Net Zero*, Massport has evolved its thinking regarding Net Zero/Climate Action Plan (Plan) implementation and the need for a PMO function, as set forth below. While we outline a concept management structure below, a key reason for this solicitation is to broaden our exposure to new and creative approaches to our climate action planning, implementation, performance, measurement, and disclosure. As such, this concept should serve only as a basis for PMO responses and is not intended to constrain innovative and diverse proposals.

As outlined in Figure 2 below, Massport plans to continue use of our internal Climate Action Steering Committee comprised of selected senior staff members that will help guide our Climate Action Leadership Team, which managed development of the Phase 1 of the *Roadmap to Net Zero*. This internal leadership team will serve as the primary liaison with the Climate Action Steering Committee and CEO. As appropriate, the PMO would be expected to meet with all levels of Massport leadership.

**Figure 2 – Concept Program Management Structure**

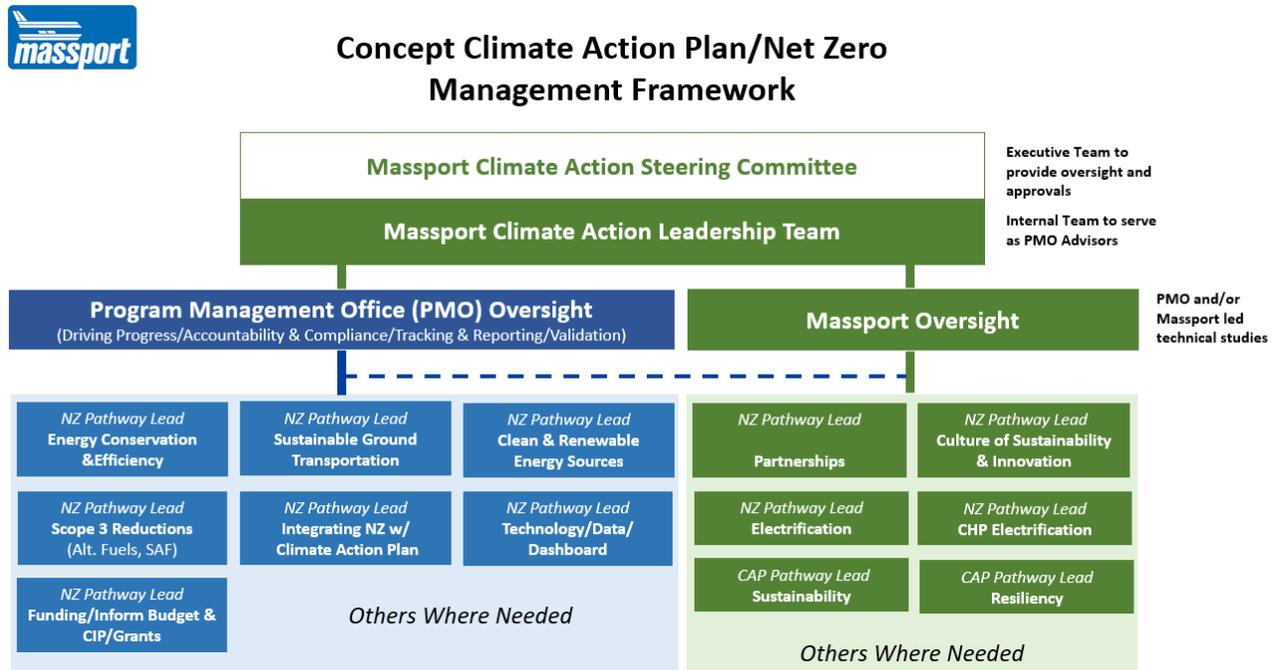


Figure 2 illustrates the general areas that Massport expects to take a lead role in managing and the areas that we would anticipate the PMO to directly manage. A number of the tasks that are shown to have Massport oversight are studies and/or programs already underway or considered to be best led by Massport staff or consultants working directly under Massport leadership. These tasks include updates to existing sustainability and resiliency documentation that, like the Net Zero initiative, will serve as key elements of Massport’s Climate Action Plan. Many of these Massport-led tasks are considered integral to the overall Plan and therefore must be closely coordinated with both PMO and Massport assignments. The PMO will be responsible for driving progress, accountability and compliance, tracking and reporting, integrating various facets of Massport’s Climate Action and Net Zero Plan, and providing independent validation of the work and initiatives being evaluated and implemented.

Similarly, several of the Net Zero pathways may benefit from the use of existing Massport consultant expertise involved in the development of the *Roadmap*, or other Massport projects either in progress or to be identified, that would support overall achievement of Net Zero performance.

As an example, Massport has already initiated the *Net Zero Electrification Pathway* study which is focusing on the capacity needs and delivery options for electricity to serve the growing clean power

demands. Similarly, Massport is contracting directly for an engineering study to evaluate and recommend options for the conversion of Logan's Central Heating Plant (CHP) to clean power. Both studies will be critical to informing overall Plan implementation strategy.

While the PMO is expected to have experience with and direct oversight of a range of technical disciplines represented by a portfolio of projects, the PMO is expected to closely coordinate with Massport staff on tasks likely to be assigned to Massport. In this manner, the PMO would be responsible for overall program tracking and reporting. Alternative organizational structures will be considered.

### **Scope of Work**

The Authority is seeking a qualified multidisciplinary consulting firm or team, with proven current and relevant experience to serve as the Program Management Office (PMO) for Massport's Climate Action/Net Zero program. The PMO should have experience in areas of climate action planning, management and implementation and be responsible for overall program management, process control, documentation and metrics, and other strategy and support services that would be needed for a comprehensive implementation plan.

- **Program Strategy, Implementation, and Management**

The selected team will be expected to lead and contribute in substantive ways to the continued evolution of Massport's Net Zero emissions and overall climate action strategy. Specific components of this work include, but may not be limited to, identifying and sharing of best practices, emerging trends, technology, frameworks, industry-specific initiatives and targeted actions to achieve Net Zero objectives. As part of the program strategy component, the consultant team will be expected to identify, evaluate, synthesize and communicate strategies from any source that could assist Massport with achieving its overall objectives.

Additionally, the selected consultant serving in its capacity as PMO, will be required to collaborate with staff liaisons, senior leadership and any other groups identified by Massport (internal or external) to advance the overall achievement of Net Zero and Climate Action Plan objectives. This strategic planning role will help Massport to focus on which projects are needed to support the program objectives, and ensure proper prioritization and sequencing of those projects.

The selected consultant's staff will also be made available to support Massport staff in the Capital Investment Plan (CIP) process regarding integration of climate action/Net Zero goals into the Capital Program, and ensuring alignment with Net Zero objectives.

- **Program Controls**

In addition to driving overall Program performance and delivery, the PMO may also assist Massport in reporting Program status to executives and stakeholders, help prioritize projects, and ensure all projects support the overall business objectives of Massport's Climate Action/Net

Zero goals. It is anticipated that the range of PMO Program controls services would include, but not necessarily be limited to:

#### **Overall Project Controls**

- Schedule Management
- Risk Management
- Cost Management
- Change Management

#### **Financial Analysis**

- Cost/Benefit – ROI
- Funding & Financing Options
- Capital Investment Planning Implications

#### **Performance Reporting**

- Data & Information Systems
- Key Performance Indicators (KPI)
- Dashboards
- Internal and external disclosure

Development of the *Roadmap to Net Zero*, was managed internally through a Net Zero Steering Committee using a team of expert consultants. It is anticipated that the PMO would coordinate directly with the Climate Action Steering Committee with guidance from Massport staff at all levels.

As summarized in the above sections, Massport has an extensive set of longstanding and continuing environmental initiatives and a number of the discrete elements of our overall *Roadmap* are already underway through existing contracts. The PMO would be expected to integrate these existing studies and programs and assist in the identification, planning and/or management for additional work needed to advance the implementation plan and achieve Massport's Net Zero emissions objective.

The primary role of the PMO will be oversight of specific planning, technology and data elements outlined in the *Roadmap* as well as tracking and reporting. It is also likely, that there may be additional technical and/or policy assignments that the PMO Team will be asked to perform in support the overall Climate Action Plan process. Therefore the PMO team should include a range of technical capabilities including but not limited to: SAF strategies; airport/maritime strategies for decarbonizing; accounting for credit generation; electrical infrastructure to enable green energy; alternative fuels including strategies to implement waste to bio fuel; hydrogen; electrification, etc.

## **Program Timeframe and Schedule**

The PMO is expected to develop an overall implementation schedule that will inform Massport's planning, project sequencing and funding strategies. The schedule will outline:

- Key deliverables and desired outcomes
- Phasing recommendations tied to interim milestones to achieve Net Zero
- Pull-plan type dependencies
- Potential early successes
- Recurring communications to stakeholders
- Measurement, analytics, performance, and reporting of progress both internally and externally (Airport Carbon Accreditation)
- Community, stakeholder engagement strategy, branding, etc.
- Develop Policies/plans/programs related to sustainable fuels including SAF

The timeframe and schedule as noted above will be jointly developed by the selected consultant working in collaboration with Massport staff. Respondents to this RFQ are encouraged to scope out a high-level timeline of key initial steps, potential quick wins, critical milestones, and other elements that will be considered by Massport for the ability to facilitate achievement of Net Zero emissions by 2031 as described online at this location: <https://www.massport.com/massport/about-massport/roadmap-to-net-zero/>.

## **Contract Term**

Massport envisions an initial three- year contract with up to two option years. This would provide sufficient time for the selected consultant team to develop the implementation schedule, monitoring protocol and scheduling with a gradual transition of certain responsibilities to Massport staff.

## **PMO Location**

It is anticipated that the PMO would have a local presence in the Boston area, including dedicated staff time at the Massport Administrative Office at One Harborside Drive, Boston, MA. Respondents should make recommendations as to the staffing plan.

## **Submission Requirements**

Complete Statement of Qualifications must be submitted on Bid Express by 12:00 Noon, Boston local time, on Thursday, July 21, 2022. Email or hard-copy submissions will not be accepted.

As further detailed in Exhibit A below, all submissions should include at a minimum:

1. Cover letter addressed to Massport Selection Team.
2. Organization chart depicting how the PMO would be staffed, including resumes of all staff members and contributors to the PMO, and detailing qualifications and related project work.

3. Listing of case studies that exemplify the work to be accomplished in this scope including greenhouse gas emissions reductions and climate planning.
4. A detailed Program approach as noted below.
5. Information on how the PMO structure will support Massport's commitment to diversity, equity and inclusion.

#### Organization Capabilities

Describe the organization/company's experience and capabilities providing climate-related and greenhouse gas emissions management to entities with a focus on airport, ports and government entities, including ones of similar size. Be specific and detail no more than five projects/contracts; description of work, dates, locations, challenges and results.

#### Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail the roles each of the key staff would have under the contract. Provide a synopsis describing the educational and work experience for each key staff who would be assigned to the project/program with a focus on experience with similar size and scope.

#### Program Approach

Describe your approach to meet the needs of the Program scope and requirements as outlined above. Describe your general philosophy regarding Program management, specifically when managing airport, port and/or government programs of similar size and scope. Give specific examples of techniques that have proven successful and for which Programs and agencies they were used.

Detail your firm's understanding of the challenges and/or barriers of implementing a PMO for a Net Zero/Climate Action Plan program for an organization of Massport's size and proposed approach to overcome these challenges and/or barriers.

Describe your method and experience with change management while implementing a Program of this size and scope. What specific skills and techniques does your proposed Program/Project Manager(s) possess to assist Massport with the changes that will occur with implementation?

Describe the proposed Program/Project Manager's experience and skills working cooperatively with vendors and other consultants on a Program of this size and scope.

Describe the Program Manager's schedule availability to work on the Program and flexibility to provide the needed services throughout the Program.

#### **Evaluation Process**

A Massport-staffed Selection Panel will evaluate the Statements of Qualifications received in response to this Request for Qualifications, and recommend awarding a contract to the consultant that best

serves the overall interests of the Authority. Qualification submissions will be evaluated based on the following equally-weighted criteria:

1. Demonstrated experience and knowledge of the team with recent projects of similar size, scope, themes and complexity and it is particularly important to demonstrate relevant PMO experience for the Program Manager. Highlight the experience and expertise for major sub-consultants and their assigned staff, and specify the proposed roles and responsibilities for all sub-consultants and staff. Geographical location and proposed % allocation to this Program should be mentioned as well.
2. Demonstrated relevant and recent experience of the project team and Program Manager with program management of, planning for and achieving performance of greenhouse gas (GHG) emissions reduction programs including performance tracking and reporting, energy management including energy efficiency and conservation, Climate Action Plans, sustainable design concepts, sustainable transportation, climate adaptation and resiliency, clean/renewable energy strategies, energy baseline assessments, Net Zero building technology and associated disciplines Preferred project experience would address international experience, multi model transportation, public sector, innovative programs to transition to next zero including approaches to Scope 3 emissions related to aviation and maritime industries.
3. Program understanding and proposed technical approach including QA/QC process during document preparation, cost and time management ability. Experience with utilizing tools to track project efficiencies and technical dashboards to increase the reliability and significantly improve projects and teams' performance. A final deliverable of the initial 2-year term would include an overall schedule that outlines major milestones towards achieving Massport's 2031 Net Zero emissions goal. Ability to execute the Program through proper project management, consultant team member qualifications and experience, and document control.
4. Commitment to Diversity, Equity and Inclusion (DEI), including a description of the respondent's approach and commitment to DEI in its overall business practices. Respondents will be evaluated in consideration of the following: whether respondent is a Massachusetts or Greater New England Minority Supplier Development Council (GNEMSDC)-certified minority-owned business enterprises (MBEs) or women-owned business enterprises (WBEs); whether the respondent is partnering, subcontracting, or otherwise working with a Massachusetts or GNEMSDC certified MBE or WBE to provide the RFQ services and/or goods; the respondent's creative approaches to enhance diversity, equity, and inclusion including: company policies and initiatives, contractor and supplier diversity programs, quality of programs/initiatives for workforce development, and community outreach.

Respondents are also encouraged to include participation of MBEs and WBEs in the provision of requested services. Directories of Certified Businesses may be found via the following link: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>.

Please note that the criteria listed above are not set forth in any order of priority. The Authority's analysis of the Statements of Qualifications it receives will weigh each of the criteria equally in accordance with this RFQ.

Statements of Qualifications that do not meet the requisite submittal requirements or demonstrate the specified experience will, at the sole discretion of the Authority, be eliminated. Massport will hold a virtual pre-submission briefing **11:00AM on FRIDAY, JUNE 24, 2022 via VIRTUAL MEETING, Zoom Meeting <https://massport.zoom.us/j/81643053674>; Meeting ID: 816 4305 3674; Dial in (301)715-8592 or (312)626-6799 US** to outline Program goals and expected timelines.

Massport intends to select a consultant or consultant team to complete the work. The consultant must demonstrate qualifications to undertake all of the work outlined above. The consultant may demonstrate qualifications by including as part of its team sub-consultants with requisite skills and experience.

The Authority recommends that each evaluation criteria is addressed in the response as a separate section. The selection shall involve a two-step process including the shortlisting of a minimum of three firms based on an evaluation of the Statements of Qualifications received in response to this solicitation, followed immediately by a final selection of the consultant by the Authority. The Authority anticipates interviewing short-listed firms prior to final selection.

### **Anticipated RFQ Review Schedule**

Below is a summary of the estimated RFQ timeline. This schedule, and any deadlines set forth herein, are subject to modification by Massport, at its sole discretion.

|                                   |               |
|-----------------------------------|---------------|
| RFQ issued:                       | June 15, 2022 |
| Pre-Submission Conference:        | June 24, 2022 |
| Deadline for Questions:           | June 30, 2022 |
| Statements of Qualifications Due: | July 21, 2022 |

### **General Information**

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

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

Respondents are advised that the Authority will reject any or all Qualifications if there is reason for the Authority to believe that there is or has been collusion among respondents in the development of Qualifications for the work. The Qualifications must include the Acknowledgement of Conditions Form attached as Exhibit B, physically signed by an officer duly authorized to sign on behalf of the respondent wherein respondent shall certify under the pains and penalties of perjury that the Qualification 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.

Any Qualification that is not received by Massport in accordance with the procedure set forth above will not be considered. Qualification may not be withdrawn after the time set for submission.

It is anticipated that the selected consultant shall enter into a contract in August 2022, substantially in the same form and substance as the draft consulting services agreement attached hereto as **Exhibit C**. Any objections to either the terms of this RFQ or to the contract provisions must be articulated as part of the Qualifications. The Authority will not consider such objections after submission of your Qualifications. Certain terms of the agreement shall be completed in accordance with the terms of the successful Qualifications, and may be modified as deemed necessary or desirable by the Authority's Chief Legal Counsel.

The Authority is soliciting Qualifications pursuant to a determination that such a process best serves the interest of the Authority, and not because of any legal requirement to do so. The Authority reserves the right to postpone or withdraw this Request for Qualifications; to modify or amend the terms of this Request for Qualifications prior to the receipt of Qualifications or to waive any requirement or informality of this Request for Qualifications; to accept or reject any and all Qualifications; to hold discussions regarding the terms of any Qualifications received in response to this Request for Qualifications, to require modifications to the composition and structure of the successful respondent or team before acceptance, and effect any contract or otherwise take any action related to this Request for Qualifications, all as the Authority may, in its sole discretion, deem to be in its best interest.

Neither the members of the Authority nor any individual member, officer, agent, or employee of the Authority shall be charged personally by the proposer with any liability under any term or provision of this RFQ.

This Request for Qualifications does not constitute an agreement or an offer of any kind by the Authority. No costs of responding to this Request for Qualifications, any addenda, if any, or other documents or attendance at meetings, if any, in connection with this Request for Qualifications shall be

reimbursed by the Authority. The rejection of any Qualifications in whole or in part will not render the Authority liable for incurred costs and/or damages. The Authority, the members of the Authority nor any individual member, officer, agent or employee of the Authority shall be charged personally by the respondents with any liability under any term or provision of this Request for Qualifications.

**Exhibit A**

**STATEMENT of QUALIFICATIONS FORM**

**CLIMATE ACTION/NET ZERO PROGRAM IMPLEMENTATION AND  
PROGRAM MANAGEMENT OFFICE (PMO)**

Statements of Qualifications should include the following elements:

**I. Consultant's Management, Technical Capabilities and Experience**

**A. Background Information**

1. Name, address, email address, facsimile number and telephone number of Consultant.
2. Description of Consultant legal organization (corporation, partnership, consortium, etc.)
3. Documentation evidencing Consultant is qualified to do business in the Commonwealth of Massachusetts. If not currently qualified, address when Consultant expects to register with the Massachusetts Secretary of State.
4. State of Incorporation, if any.
5. Name, title, email address, telephone number, facsimile number and business address of person responsible for preparing this Statement of Qualifications.
6. Name, title, email address, telephone number, facsimile number and business address of persons to whom communications respecting this Statement of Qualifications should be directed, if different from above.
7. Federal Tax I.D. Number.

**B. Components of Qualifications to be provided by the Consultant**

1. Narrative presenting the Consultant's understanding of the Program; this material should not exceed ten pages.
2. The Consultant's approach to managing assignments, including Program managers, availability, and experience.
3. List at least three other assignments, of a comparable size and nature, for which your firm provides or has provided the services for which the Statement of Qualifications is being submitted. At a minimum, you should include a sufficiently detailed description of the services staffing, the period of your service, along with the telephone numbers, email addresses and names of people to contact as references.

**C. Consultant's Management Plan**

1. Consultant shall designate a Program Manager who shall have overall responsibility for supervision of Consultant's performance of this agreement. The Manager shall give prompt attention and regard to the instruction, directions and requests of the Authority's Representative. The Program Manager shall supervise employees assigned to provide services to the Authority's Strategic and Business Planning Department. Active supervision is the responsibility of the Program Manager.
2. Please attach information which will identify other personnel who will be assigned to complete the work under the contract, indicating the role each will play in completion of the work, and including for each person a resume which sets forth his or her qualifications and relevant experience.
3. Please attach a statement of the availability of the staff and other required resources for performing all services and providing deliverables within indicated time frames.
4. The Consultant should provide comments on any conflict of interest which may arise from providing services to the Authority.

**D. General Information**

1. Please attach a description of the Consultant's financial status which is sufficient to enable the Authority to evaluate the financial viability of the Consultant. The description should include but not be limited to: Consultant's current financial statements (income statement and balance sheet) and a current audited statement of conditions audited by a Certified Public Accountant.

2. The Consultant shall include with this document 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 Consultant, or its principals (to include officers, members, directors, and partners, "Principals") or concluded adversely to the Consultant, or its Principals, within the past five years, which might reasonably be construed to reflect adversely on the fitness or integrity of the Consultant or its Principals to perform this contract for a public client. Failure to respond properly and accurately to this requirement may, in the Authority's sole discretion, result in rejection of a Statement of Qualifications.

**E. Diversity, Equity & Inclusion**

1. Massport is committed to helping address the disparity in the participation of people of color and women in the provision of goods and services. If your firm is a certified minority-owned business enterprise (MBE) and/or women-owned business enterprise (WBE), please indicate your certification in the mandatory Bid Express questionnaire for this RFQ. If not, please describe with specificity how your firm plans to incorporate MBEs and/or WBEs in the provision of services and/or goods for this contract.
2. The Authority prefers that proposers identify a commitment in the form of a specific percentage of the total contract amount under the resulting contract that will be spent with an MBE or WBE partner on an annual contract basis. This percentage commitment will extend for the life of any resulting contract. Please describe with specificity the nature and structure of the commitment.
3. Massport is also interested in learning about the proposer's approach and commitment to diversity, equity, and inclusion in its overall business practices. Creative approaches to enhance diversity, equity, and inclusion are welcome.
  - (a) Is the proposer partnering, subcontracting, or otherwise working with a Massachusetts or GNEMSDC certified MBE or WBE to provide the services and/or goods of this RFQ? If yes, please describe in detail and indicate the particular commitment the proposer is proposing for this contract, including the specific percentage of the total contract amount that will be spent with an MBE or WBE partner on an annual contract basis. Massport reserves the right to contact such M/WBE team members to clarify their proposed roles in the contract.
  - (b) Please describe or include company policies and initiatives regarding diversity, equity, and inclusion; internal company supplier diversity programs; company programs/initiatives for workforce development; and/or community outreach.
  - (c) Please describe or include any other creative approaches to enhance diversity, equity, and inclusion for your company or this contract.

## **II. Fee Structure and Qualifications Acknowledgement**

### **A. Fee Structure**

The Consultant must submit a description of the methods by which the firm proposes to calculate its fee, as follows:

1. Salaries; Hourly Rates. The Consultant must submit the salaries and/or hourly rates of the Program Manager and other personnel referenced in the Statement of Qualifications. The Consultant must also include annual or other escalations that may be applied to such amounts during the term of the contract.
2. Reimbursable Expenses. The Consultant must submit the method by which reimbursable expenses (if any) are paid.

**Exhibit B. Acknowledgement of Conditions Form**

Consultant to insert, complete and return the following *Acknowledgement of Conditions Form*.

**ACKNOWLEDGEMENT OF CONDITIONS FORM**

\_\_\_\_\_ (the "Consultant"), acknowledges receipt of the Massachusetts Port Authority's Request for Qualifications ("RFQ") for the CLIMATE ACTION/NET ZERO PROGRAM IMPLEMENTATION AND PROGRAM MANAGEMENT OFFICE (PMO), dated \_\_\_\_\_, and the conditions attached hereto, and hereby submits the following Statement of Qualifications in response thereto.

Consultant hereby acknowledges:

1. The Consultant has received and read the draft consulting services agreement (attached as Exhibit D to this Request for Qualifications) and all other attachments to the Request for Qualifications, and the terms thereof are incorporated by reference into the Statement of Qualifications Form. The Consultant agrees that if its Statement of Qualifications is accepted, the Consultant will enter into an agreement with the Authority in the form of the attached draft agreement. **If the Consultant is unable or unwilling to agree to or meet any of the conditions contained in the draft Agreement, specify this objection and the proposed change as an addendum to the Statement of Qualifications. The Authority reserves the right to accept or reject any suggested changes in its sole discretion.**
2. The Authority is soliciting competitive Statements of Qualifications pursuant to a determination that such a process best serves the interests of the Authority and the general public, and not because of any legal requirement to do so. The Consultant acknowledges that it is the Authority's right to accept any qualifications or to reject any or all qualifications, to withdraw, cancel or amend this Request for Qualifications at any time, to initiate negotiations with one or more Consultants, to modify or amend with the consent of the bidder any qualifications prior to acceptance, to waive any informality and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in its best interest. The Request for Qualifications does not constitute an agreement or an offer of any kind by the Authority. The Authority will not award the agreement to any Consultant who is not capable, in the Authority's judgment, of satisfactorily performing the work required under this Request for Qualifications. No costs of responding to this Request for Qualifications, any addenda or other documents or attendance at meetings in connection with this Request for Qualifications shall be reimbursed by the Authority. The rejection of any Statements of Qualifications in whole or in part will not render the Authority liable for incurred costs and/or damages.

3. The Consultant certifies, under the pains and penalties of perjury, that this Statement of Qualifications is in all respects bona fide, fair and made without collusion of 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 Request for Qualifications and attachments thereto are hereby acknowledged and agreed to:

\_\_\_\_\_

Consultant

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT C DRAFT CONSULTING SERVICES AGREEMENT

CLIMATE ACTION/NET ZERO PROGRAM IMPLEMENTATION AND  
PROGRAM MANAGEMENT OFFICE (PMO)

DRAFT CONSULTING SERVICES AGREEMENT

The MASSACHUSETTS PORT AUTHORITY (the "**Authority**") hereby agrees effective as of the date set forth above (the "**Commencement Date**") with \_\_\_\_\_ ("**Consultant**") respecting the terms of its engagement by the Authority to provide certain services to the Authority, as further described below.

**Article 1 – Scope of Services**

1.1 Consultant shall provide certain consulting services for the Climate Action/Net Zero Program Implementation and Program Management Office ("**PMO**") as more fully described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. Consultant shall perform the services on an on-call basis, if and to the extent requested by the Authority in accordance with the Work Order Process set forth in Section 1.2 below.

1.2 **Work Order Process**. The parties acknowledge the need for a flexible procedure to facilitate timely response to as-yet undefined, but reasonably anticipated needs for professional services. The parties agree to define the scope of services with individual Work Orders (as defined below), which the Consultant shall prepare and submit to the Authority for its review and approval. The Consultant agrees to cooperate with the Authority in the preparation of detailed, consecutively numbered Work Orders in accordance with the Guidelines for the Preparation of Work Orders and the Sample Work Order attached hereto as **Exhibit E** and **Exhibit F**, which Work Orders shall be executed by the parties.

Work Orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements ("**Work**") shall be completed by the Consultant. Each Work Order shall include a detailed scope of

services, level of effort and related costs. Work Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement.

In the event of a conflict between a particular provision(s) of any Work Order and a provision(s) of this Agreement, the provision(s) of this Agreement shall be deemed to take precedence. However, the provisions of a Work Order shall take precedence over Section 1.1 of this Agreement with respect to the exact scope of services to be provided under the Work Order. A Work Order may be amended by the parties by a written instrument referencing the identification number and date of the original Work Order that is being amended. An amendment to a Work Order shall be prepared by the parties jointly and signed by their authorized representatives.

1.3 Subconsultants. The Authority hereby approves the Consultant's use of the below-referenced subconsultants. Notwithstanding such approval, the Authority reserves the right to require the Consultant to employ different subconsultants to perform any type of services required for the successful completion of any services under this Agreement.

| Approved Subconsultant(s) |
|---------------------------|
|                           |
|                           |

Consultant shall immediately notify the Authority in writing of any requested changes in subconsultants. No substitution or elimination of such subconsultants or use of additional subconsultants shall be made without the prior written approval of the Authority, which approval may be withheld in the Authority's sole discretion.

**Article 2 - Compensation**

2.1 Not to Exceed Amount. For Consultant's proper completion of the above-described services, Consultant shall be paid an amount not-to-exceed \_\_\_\_\_ over the Term of this Agreement, as set forth in Article 3 below, provided, the amount actually due Consultant shall be calculated according to the time actually expended by Consultant in the performance of the services at the hourly rates set forth in the schedule attached hereto and incorporated herein as **Exhibit B**, as updated, as set forth in Section 2.2 below. This not-to-exceed amount of \_\_\_\_\_ shall include complete compensation for all labor, materials, reasonable expenses, overhead, general administrative

costs and profit as a component of Consultant's hourly rates. Subcontractor charges are included as a component of the Not-to-Exceed amount.

The Authority may reimburse Consultant for reasonable and necessary expenses actually incurred by Consultant in connection with the performance of services under this Agreement such as subcontractor work and intercity travel, if approved by Massport in advance. To be eligible for reimbursement, expenses in an amount of One Hundred Dollars (\$100.00) or more shall require the prior written approval of the Authority, acting through its Director, Strategic & Business Planning.

Payment to Consultant shall be one or more payments computed solely as a multiple of actual hourly salary attributable to the time each person actually provides services under the relevant Work Order, the total of which payment(s) shall not exceed the "not-to-exceed" amount under said Work Order.

2.2 Annual Escalation. **Exhibit B** attached hereto sets forth (and all updates of **Exhibit B** shall include) the Consultant's personnel either by name or category/classification, and the ranges of actual hourly salaries to be charged for each. The maximum allowable hourly salary under any range identified in **Exhibit B**, whether or not set forth in said **Exhibit B**, shall be fixed and not eligible for any mark-up. Annual salary increases up to five percent (5%) for individuals within a category/classification set forth in **Exhibit B** shall not require the Authority's prior approval; annual escalations exceeding five percent (5%) shall be proposed in advance to the Authority, accompanied by appropriate supporting documentation, for the Authority's approval. Commencing on \_\_\_\_\_, 2022 and continuing on each \_\_\_\_\_ thereafter during the Term of this Agreement, the Consultant may provide the Authority with an updated **Exhibit B** for the Authority's review and approval. Upon written approval of the updated **Exhibit B** by the Authority, said **Exhibit B** shall become the operative **Exhibit B**. If the Consultant does not provide an updated **Exhibit B** by \_\_\_\_\_ of each year, the Authority will presume that no changes have been made to the category/classifications. The Authority reserves the right not to compensate the Consultant for any salary and/or category/classification not set forth in **Exhibit B**.

2.3 Invoices. Consultant shall submit invoices for services rendered pursuant to this Agreement to **the Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909, Attention: \_\_\_\_\_**. The Consultant's invoices shall be in a form reasonably satisfactory to the Authority in such detail as the Authority may reasonably require showing the name(s) of the Consultant's personnel performing services hereunder, their classifications, applicable rates and costs, and shall be accompanied by a summary of Work performed and deliverables produced. Consultant's monthly invoices shall also include a statement of expenses incurred by Consultant for which it is seeking reimbursement from the Authority in accordance with Article 2.1 above, along with receipts and/or other appropriate supporting documentation of such expenses acceptable to the Authority. Consultant shall submit invoices for services rendered to the Massachusetts Port Authority

by email to [apinvoice@massport.com](mailto:apinvoice@massport.com). Consultant is required to receive payment via electronic funds transfer unless the Authority approves an alternative payment method. All invoices pertaining to the services and terms listed under this Agreement must reference Agreement No. \_\_\_\_\_. The Authority shall make payments to Consultant within thirty (30) days after receipt and approval by the Authority of satisfactory and complete invoices. The Authority reserves the right to refuse invoices for services rendered more than ninety (60) days prior to the invoice date.

2.4 Books and Records. Consultant shall keep accounts, books and records pertaining to services performed and reimbursable expenses incurred, if any, in a true and accurate manner and on the basis of generally accepted accounting principles (“**GAAP**”) and in accordance with such reasonable requirements to facilitate review as the Authority may require. Upon seventy-two (72) hours’ advance notice, the Authority or a representative on behalf of the Authority shall have the right to inspect, review or audit (hereafter referred to as an “**Audit**”) during normal business hours, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement. Consultant shall provide access to any facilities, personnel, and systems relating to this Agreement and allow interviews of any Consultant personnel or others who might reasonably have information related to such records. If the Audit identifies overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of three percent (3%) of the contract billings, the Consultant shall reimburse the Authority for the total costs of the Audit, whether performed by Authority employees or others. Adjustments or payments due to the Authority as a result of the Audit will bear interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, compounded monthly from the date any payment or adjustment would have been due until the date paid. Any Audit cost recovery, adjustment or payment required as a result of the Audit shall be paid to the Authority within thirty (30) days from presentation of the Authority’s findings to Consultant. Payment of Audit costs or interest by Consultant shall not limit, in any way, the Authority’s right to exercise any other remedies the Authority may have.

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, at Consultant’s own expense, make such accounts, books and records available at Consultant’s Boston office or at a site acceptable to the Authority upon reasonable notice from the Authority. The Authority shall have the right to photocopy or otherwise duplicate at the Consultant’s expense those accounts, books and records as the Authority determines to be necessary or convenient in connection with the Audit. If Consultant’s accounts, books or records have been generated from computerized data, Consultant shall provide the Authority or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the Authority. Consultant shall retain and keep available to the Authority all books and records relating to this Agreement for a period of not less than 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. Consultant shall ensure that all agreements with its subconsultants performing services under this Agreement contain terms and conditions consistent with the Authority's Audit rights. This section shall survive any termination or expiration of this Agreement.

### **Article 3 - Term**

#### 3.1 Term.

- (a) Initial Term. The initial term of this Agreement shall commence on the Commencement Date and shall terminate on **[two years from Commencement Date]** ("**Initial Term**"). Individual Work Orders shall have effective dates and completion dates for the related scope of Work.
- (b) Options to Extend. The Authority shall have three (3) one-year options to extend the Initial Term under the same terms and conditions set forth in this Agreement ("**Option Year(s)**" or "**Option Term(s)**"). In order to exercise said Option Terms, the Authority shall give the 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 applicable option year.

The Initial Term and any Option Term(s) hereunder, if exercised by the Authority, are collectively referred to herein as the "**Term**".

3.2 Commencement of Services. The Consultant shall commence services in accordance with individual Work Orders. The Consultant shall not be entitled to any compensation for services performed unless and until it has received a Work Order executed by the Authority authorizing such services.

3.3 Termination for Cause. The Authority may, by three (3) days prior 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) Consultant fails to perform the services in a timely and professional manner; or
- (b) Consultant fails to perform any of the provisions of this Agreement or so fails to make progress in the engagement so as to endanger performance of this Agreement and in

either of these instances has not cured such failure within a period of ten (10) days after receipt of notice from the Authority specifying such failure;

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

3.4 Termination Without Cause. In addition, the Authority may terminate this Agreement without cause by directing written notice of termination to Consultant not less than thirty (30) days prior to the effective date of such termination.

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

3.6 Time of the Essence. Time is of the essence for this Agreement, and the completion dates for various phases of the Consultant's services may be extended only as provided in this Agreement. The Consultant shall commence performance of the services in accordance with the Work Schedule agreed upon and set forth in a Work Order, or as otherwise required by the Authority, (a) upon the Authority's execution of the Work Order, (b) upon the Consultant's receipt from the Authority of a written Notice(s) to Proceed with the services under an unexecuted Work Order, which Notice to Proceed shall also specify the number of the unexecuted Work Order and the date for completion of the services thereunder, or (c) upon verbal request from the Program Manager or an authorized representative of the Authority in an emergency situation.

#### **Article 4 – Insurance and Indemnification**

4.1 The Consultant, at its sole cost and expense, shall maintain and keep in effect during the Term, the following insurance: (i) workers' compensation insurance, as required by law; (ii) employer's

liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00); and (iii) commercial general liability insurance (including automobile liability insurance) for bodily and personal injury and property damage in the combined single limit of One Million Dollars (\$1,000,000.00). On all policies of liability insurance required under section (iii) hereof, the Authority shall be named as an additional insured. Consultant's insurance shall be primary, over and above any other insurance held by the Authority. Consultant shall furnish Certificates of Insurance evidencing the insurance coverages required hereunder within ten (10) days of the execution date of this Agreement. Each policy of insurance required herein shall (a) be in a form reasonably acceptable to the Authority and with a company that is authorized to do business in the Commonwealth of Massachusetts having a Best rating of B+ or better; (b) provide that it shall not be materially altered or cancelled by the insurer during the policy's term without first giving at least thirty (30) days prior written notice to the Authority; (c) provide that any act or omission of the Consultant or Authority shall not prejudice the rights of the Authority as a party insured under said policy; and (d) be subject to a deductible in an amount reasonably acceptable to Authority, which amount shall be stated on the policy or certificate of insurance.

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

4.3 To the fullest extent permitted by law, Consultant, at its sole cost and expense, shall defend, indemnify and hold harmless the Authority, and its members, officers and employees from and against any and all liabilities, claims, demands, causes of action, losses, damages, actions, including actions for personal or bodily injury or wrongful death, actions for property damage, and any other types 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 acts, omissions, operations or negligence of the Consultant, its agents, employees, consultants or subconsultants; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which the Consultant demonstrates were caused solely by the gross 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. In case any action or proceeding is brought against Authority by reason of any such claim, the Consultant, upon notice from the Authority, shall resist or defend such action or proceeding with counsel

reasonably acceptable to the Authority. This paragraph shall survive any termination or expiration of this Agreement.

#### **Article 5 - Additional Terms & Conditions**

5.1 Communication between the Authority and Consultant relative to performance of services required under this Agreement shall be effected through the Authority's \_\_\_\_\_, \_\_\_\_\_, and through Consultant's \_\_\_\_\_, \_\_\_\_\_ or such other person as may be designated in writing by the Consultant.

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

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

5.4 This Agreement is intended to secure to the Authority the faithful assistance and cooperation of Consultant, and Consultant, therefore, shall not accept engagements in work or business averse to the interest of the Authority in the subject matter of 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. This paragraph shall survive any termination or expiration of this Agreement.

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

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

5.7 Consultant acknowledges that it will render services contemplated hereunder in the public domain. Accordingly, Consultant certifies and agrees that it shall comply with all laws, rules, and regulations applicable to the services to be rendered hereunder, as all such laws, rules and regulations may be amended from time to time. Consultant shall obtain all necessary permits for the performance of the services.

5.8 Consultant certifies that neither Consultant, nor its principals or subcontractors, is presently debarred, suspended, proposed for debarment, or declared ineligible from contracting with any federal department or agency, or any unit or authority of the Commonwealth of Massachusetts.

5.9 Consultant is engaged under this Agreement as an independent contractor and not as an agent or employee of the Authority. 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 comply with the requirements of M.G.L. 268A and shall not engage in any conduct that violates the provisions of M.G.L. c. 268A.

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

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

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

5.13 Consultant shall abide by and comply with the non-discrimination terms and other provisions in **Exhibit C**, which is attached hereto and incorporated herein.

5.14 In no event shall the Authority be liable for incidental, special or consequential damages, including loss of anticipatory revenues or profits, whatever the cause.

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

5.16 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.

5.17 The parties, by execution of this Agreement, **VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY** as to all claims, disputes, or controversies arising out of, or relating to, this Agreement or the performance or breach thereof. The Authority has acted in reliance on this condition in executing this Agreement.

5.18 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 Authority may make changes in the service tasks within the general scope of this Agreement or extend the Term of this Agreement in accordance with the provisions of Section 7.4; 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.

5.19 By signing this Agreement, the Consultant certifies that they have reviewed the attached Certificate of Compliance with Laws form designated as **Exhibit D**, which is attached hereto and incorporated herein, and the 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.

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

5.21 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.

5.22 Whenever written notice or consent is required pursuant to this Agreement, it shall be sent to the parties at their respective addresses below, via hand delivery, registered or certified mail, postage pre-paid with return receipt requested, overnight express mail, postage pre-paid, or overnight courier service. If notice is 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.

Notice to Consultant will be sent to \_\_\_\_\_, at \_\_\_\_\_;

Notice to the Authority will be sent to \_\_\_\_\_, with a copy to the Chief Legal Counsel, each at Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128.

Notice shall be sent to the above-listed persons or to such other persons at such other addresses as each party shall designate by like notice to the other party.

5.23 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

(SIGNATURE PAGE TO CONSULTING SERVICES AGREEMENT NO. \_\_\_\_\_)

Very truly yours,

**MASSACHUSETTS PORT AUTHORITY**

\_\_\_\_\_

AGREED AND ACKNOWLEDGED:

**COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

[To be inserted in accordance with the award and in the response to the RFQ]

**EXHIBIT B**  
**HOURLY RATES**

(See attached)

## EXHIBIT C

### CIVIL RIGHTS LAWS AND NONDISCRIMINATION

Authority Policy. In accordance with the policies adopted by the Massachusetts Port Authority (the "Authority"), the Consultant agrees as follows:

(a) Consultant shall not discriminate against any person, employee, or applicant for employment because of the person's membership in any legally protected class, including, but not limited to, that person's race, color, religion, creed, national origin, ancestry, citizenship, sex, gender identity, sexual orientation, pregnancy, genetic information, age (40 years and over), handicap, disability, 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.

(b) Consultant shall comply with all federal and state laws and Authority 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, order, rules, and regulations may be amended.

(c) The Authority is committed to ensuring full participation of diverse businesses in all of the Authority's economic activities, including its purchases of goods and services. The Authority supports and encourages the hiring of a diverse and inclusive workforce throughout its economic activities, and believes that Minority Business Enterprises ("MBEs") and Woman Business Enterprises ("WBEs") should have equal opportunity to participate in contracts. 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").

**EXHIBIT D**  
**CERTIFICATE OF COMPLIANCE WITH LAWS**

By signing the attached Agreement, the Consultant certifies that they have reviewed this Certificate of Compliance with Laws and all documents incorporated by reference and the Consultant makes all certifications required herein under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance.

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, the 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 M.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>.

## EXHIBIT E

### GUIDELINES FOR PREPARATION OF WORK ORDERS

Work Orders are intended to be discrete documents that will provide, in detail, the background and factual context within which a particular scope of work, work element or series of work elements will be completed by the Consultant. Work Orders shall be construed to be in addition to, supplementary to and consistent with the provisions of the text of the Agreement. The following guidelines shall be followed in preparing Work Orders for review and approval by the Authority.

#### **1 – SAMPLE FORMAT**

Work Orders shall be prepared by the Consultant and submitted to the Authority for review and approval in strict accordance with the sample form attached. Work Orders shall only be numbered sequentially and consultants shall not create their own work order format. The Work Order shall not include a description of the services not being provided by the Consultant.

#### **2 – DETAILED COST BREAKDOWN**

The Consultant shall attach a detailed cost breakdown in the form of a level of effort matrix which clearly identifies tasks, personnel, man-hours, and rates. Reimbursable expenses shall be described within the level of effort matrix. Furthermore, the level of effort matrix shall include a breakdown of costs for each and every subconsultant or vendor. Consultant shall not attach subconsultant or vendor agreements to the Work Order.

#### **3 – WORK ORDER AMENDMENTS**

Work Orders may be amended utilizing the same work order format. Each amendment shall operate as a separate document and shall not require a review of the original Work Order in order to understand the details of the amendment. Each amendment shall clearly identify what element of the original Work Order has been modified and what, if any, schedule or monetary impacts have resulted from such modifications. If the amendment will increase the overall amount of the Work Order, the Work Order amendment must include a level of effort matrix for the increased amount, as described above.

**EXHIBIT F**  
**SAMPLE WORK ORDER**  
**MASSACHUSETTS PORT AUTHORITY**

Massport Contract No: xxxxxx

Contract Title: xxxxxx

Work Order No:

Project:

Location:

Prime:

Date:

**1. AUTHORIZATION:**

In accordance with the provisions of the Agreement between the Authority and \_\_\_\_\_, (consultant's name), the consultant, under MPA Contract No. \_\_\_\_\_, the Consultant is authorized to perform services as described in this Work Order for a total of \$\_\_\_\_\_ (amount). Such amount is further broken down as follows:

a) A not-to-exceed amount of \$

And/or

b) A lump sum amount of \$

2. **SCHEDULE:**

The work order is effective beginning \_\_\_\_\_ until \_\_\_\_\_

3. **CONTRACT AMOUNT SUMMARY:**

Work Order allocations are as follows:

**Contract Amount:** \$

Work Order Authorization # \$

Work Order Authorization # \$

**Total expended/committed to date:** \$

**Fee Remaining:** \$

4. **PROJECT OVERVIEW:**

5. **SCOPE OF SERVICES:** See Attachment A, dated \_\_\_\_\_.

6. **RESOURCE ALLOCATION:** See Attachment B, dated \_\_\_\_\_

7. **REVIEW AND/OR PRODUCTION SCHEDULES:** As indicated in Attachment A.

8. **SIGNATURES:**

Consultant

Authority/Project Manager

Authority/Director of Strategic Planning