

1. Proposal Requirements and Procedures

1.1 Responsiveness

The Proposal must be responsive to this RFP in all respects. The Proposal must be sufficiently detailed to enable the Authority to evaluate and assess it in relation to the Authority's evaluation criteria. All information requested should be included in the Proposal at the time of submission. Although the Authority is not obligated to evaluate incomplete submissions, or to accept additional and supplemental materials, it may choose to do so. Proposals will be retained by and become the property of the Authority.

1.2 Proposer Changes

The Proposer should not add, delete, or vary any of the terms or conditions of any documents prepared by the Authority. If the Proposer makes any changes to any of the documents, the Authority may reject the Proposal in its sole discretion.

1.3 Withdrawal of Proposal

No Proposal may be withdrawn after the submission deadline.

1.4 Authority Discretion

The Authority reserves the right to accept or to reject any or all Proposals, to withdraw this Request for Proposals at any time, to extend the date for receipt of Proposals, to amend the Request for Proposals prior to the deadline for receipt of Proposals, to initiate negotiations with one or more Proposers, to modify or amend with the consent of the Proposer any Proposal 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 Authority reserves the right to short list Proposers, invite Proposers for an interview/demonstration either by phone, video, or in person and/or to request best and final offers. The Authority is not required to select the lowest cost Proposal, but rather, the Proposal deemed to be in the best interest of the Authority. To the extent that this RFP is subject to statutory bidding requirements as stated elsewhere in the RFP, such statutory bidding requirements shall supersede any conflicting provisions herein.

The Authority will not award the Agreement to any Proposer who is not capable, in the Authority's judgment, of satisfactorily and responsibly performing the work required under this Request for Proposals. No costs of responding to this Request for Proposals, any addenda or other documents or attendance at meetings in connection with this Request for Proposals shall be reimbursed by the Authority.

1.5 Notification of Award

The selected Proposer or Proposers shall be notified in writing. All other Proposers will be notified after the selected Proposer(s) has been notified.

1.6 Conflict of Interest

The Authority seeks to avoid any conflict of interest, or the appearance of a conflict of interest. Each Proposer is advised that its performance of work for Massport may raise questions about real or perceived conflicts of interest because of the Proposer's relationship to other entities or individuals, including without limitation: (1) private and public owners of companies that may be affected by the project, and/or (2) other state-created entities with potential conflicting interests and/or concerns. Accordingly, the Authority reserves the right to: (1) disqualify any Proposer or reject any Proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is present; (2) require any Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; and (3) terminate any contract arising out of this solicitation if, in the opinion of the Authority, any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to the satisfaction of the Authority.

In addition, representatives and/or employees of the Proposer may be required to certify from time to time, in a form approved by the Authority, that in connection with work under any contract arising from this RFP, that they are in full compliance with the provisions of Chapter 268A of Massachusetts General Laws and any other applicable conflict of interest laws. The Proposer agrees to disclose in writing any facts the Authority may seek in order to resolve questions about potential conflicts of interest occurring during the period of solicitation or performance hereunder and, upon request of the Authority, describe on-going relationships between any party to the Proposer's team and suppliers and manufacturers of equipment which may be deployed in the provision of the services outlined in this RFP.

1.7 Confidentiality/Public Records

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, even if marked as such, and are subject to MGL c.66, and MGL c. 4, § 7 the Massachusetts Public Records Law.

1.8 Insurance Requirements

If agreement terms and conditions are included in this RFP, the Authority will require the successful Proposer to provide, at its own cost, the insurance coverage set forth in the agreement.