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MEMORANDUM

To: Public-Private Partnership Infrastructure Oversight Commission

From: Massachusetts Department of Transportation

Date: August 21, 2026

Re: MassDOT Highway Service Plazas

Enclosed are materials related to MassDOT's proposed procurement for the redevelopment, operation and maintenance of its 18 service plazas. They provide the framework for what we want this procurement to accomplish and how we intend to get there.

The expiration of these long-term leases gives us a rare opportunity to rethink what the next generation of service plazas in Massachusetts should look like. These 18 facilities serve millions of travelers every year. We want to get this process right from beginning to end and make sure it is fair, transparent and competitive.

We want a better experience for the traveling public and more opportunities to support local industries. We want strong competition and significant investment in these sites. And we want a successful procurement to deliver a meaningful financial benefit to the Commonwealth and its taxpayers over the life of these agreements.

That requires clear expectations, a fair and transparent evaluation process, strong oversight, and protections for MassDOT and the public from the beginning. We are looking for the best overall value from these public assets. That means better service for the people who use them, investment in their long-term future, and a financial return to the Commonwealth.

This is also a more structured and detailed approach than the previous procurement. We have divided the 18 plazas into three separate draft RFPs, established baseline technical requirements and added binding commitments around development, investment and rent. Financial proposals include a minimum guaranteed annual rent to MassDOT, revenue sharing, a binding minimum capital investment in the plazas, and a financing plan. The evaluation process is also more defined, with weighted criteria and separate teams reviewing the technical and financial proposals before a final review. That gives us a clearer and more consistent basis for evaluating all proposals.

The materials that follow provide the details behind that approach. We look forward to working with the Commission and receiving its feedback as the work of the Commission moves forward.



**DRAFT Request for Proposals for
Eastern Service Plazas Concessionaire
Bid No. BD-26-1030-0H100-H001-127274**

Technical Proposal Submission Deadline: Spring 2027 (Eastern Time)

Financial Proposal Submission Deadline: Spring 2027 (Eastern Time)

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Form B	Information Regarding Proposer and Team Members
Form C	Responsible Proposer Questionnaire
Form D	Affidavit of Compliance
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Form F-1	Technical Proposal Conflict of Interest Certification
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Form G	Past Performance
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Form I	Certificate of Compliance with State Laws
Form J	Minimum Annual Guaranteed Rent (MAG) and Revenue Share Rent Form
Form K	Form of Minimum Capital Investment Commitment Amount and Preliminary Schedule of Values
Form L	Form of Proposal Bond
Form M	Form of Proposal Letter of Credit
Form N	Form of Stipend Agreement
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Attachment C	Form of Transition Agreement
Attachment D	Form of Lease and Concessions Agreement

1. INTRODUCTION AND GENERAL PROVISIONS

The Request for Proposals (“RFP”), including these Instructions to Proposers, is issued by the Massachusetts Department of Transportation (“MassDOT”).

Pursuant to G.L. c. 6C, §§ 62-73 (the “P3 Statute”), this RFP solicits competitive proposals (individually, a “Proposal” and collectively, “Proposals”) for a Concessionaire that will design, build, finance, operate, and maintain the identified Service Plazas currently owned by MassDOT. MassDOT will evaluate the Proposals and select the most advantageous Proposer.

The Selected Proposer will be required to enter into a Transition Agreement and Lease and Concessions Agreement (“Lease”) with MassDOT in a form substantially similar to Attachment C and Attachment D of this RFP, and without any material changes except as expressly permitted by this RFP. Prior to Contract Award, and to the extent required under Applicable Law, MassDOT reserves the right to submit this RFP, the form of the Transition Agreement and form of the Lease to the special public-private partnership infrastructure oversight commission established pursuant to G.L. c. 6C, § 73 (the “P3 Commission”), the inspector general, and/or the attorney general for further review.

For specific information and requirements of the Transition Agreement and the Lease, Proposers should refer to the appropriate sections of the RFP, including Attachment C and Attachment D and its appendices, the Reference Information Documents (“RIDs”) and other information referenced therein. MassDOT makes no representation or guarantee as to the accuracy, completeness, or fitness of the RIDs. MassDOT does not take any responsibility for the RIDs, and Proposers are responsible for any conclusions they may draw from the RIDs. The RIDs are provided solely for reference and information purposes.

Proposers must comply with this RFP during the procurement and in their responses to the RFP.

1.1. DEFINITIONS

The definitions below apply to the initially capitalized terms used throughout this RFP. Capitalized terms not otherwise defined in this RFP shall have the meaning ascribed to them in the Transition Agreement or the Lease, as applicable.

“**Affiliate**” has the meaning set forth in Appendix A of the Lease.

“**Alternative Technical Concept**” or “**ATC**” has the meaning set forth in Appendix A of the Lease.

“**Applicable Law**” has the meaning set forth in Appendix A of the Lease.

“**Applicable Period**” has the meaning set forth in Attachment B, Form Q of the ITP.

“**Asset Management Framework**” has the meaning set forth in Appendix A of the Lease.

“**ATC Submittal(s)**” has the meaning set forth in Section 2.9.5 of the ITP.

“Authorized Representative” means the individual identified by the Proposer pursuant to Section 2.4.2 of the ITP as authorized to act on behalf of the Proposer.

“Baseline Schedule” has the meaning set forth in Appendix A of the Lease.

“Base Technical Concept” or **“BTC”** has the meaning set forth in Appendix A of the Lease.

“Best and Final Offer” or **“BAFO”** has the meaning set forth in Section 4.8 of the ITP.

“Bond Financing” has the meaning set forth in Attachment A, Section A10.2(B)(iv)(f) of the ITP.

“Business Day” has the meaning set forth in Appendix A of the Lease.

“Capital Reserve Accounts” has the meaning set forth in Appendix A of the Lease.

“Charging Port” has the meaning set forth in Appendix A of the Lease.

“COMMBUYS” means Commonwealth of Massachusetts Procurement Access and Solicitation System. COMMBUYS is available through the MassDOT website.

“Commencement Date” has the meaning set forth in Appendix A of the Lease.

“Commercial Close” has the meaning set forth in Section 3.1 of the Transition Agreement.

“Concessionaire” has the same meaning as “Operator” as defined in G.L. c. 6C, § 62.

“Conflict of Interest Law” has the meaning set forth in Section 2.12.2 of the ITP.

“Construction Commencement Conditions” has the meaning set forth in Appendix A of the Lease.

“Consumer Price Index” or **“CPI”** has the meaning set forth in Appendix A of the Lease.

“Contract Award” means MassDOT’s final decision, following Board approval, regarding the award of a Lease for the Service Plazas.

“Contract Documents” means, collectively, (i) the Lease, including all addenda, exhibits, and appendices to the Lease (as amended, supplemented, or otherwise modified from time to time); (ii) the Transition Agreement, including all addenda, exhibits, and appendices to the Transition Agreement (as amended, supplemented, or otherwise modified from time to time); (iii) the Selected Proposer’s Technical Proposal, including the Base Technical Concept, as modified by any ATCs approved by MassDOT and incorporated into the Selected Proposer’s Technical Proposal; and all commitments made therein that are accepted by MassDOT; (iv) the Selected Proposer’s Financial Proposal; and (v) all final plans, designs, submittals, and other deliverables approved by MassDOT pursuant to the terms of the Transition Agreement or the Lease, as applicable.

“Contract Services” has the meaning set forth in Appendix A of the Lease.

“Day” or **“day”** has the meaning set forth in Appendix A of the Lease.

“Debt” means all forms of borrowed capital or credit obligations to be incurred by the Concessionaire in connection with the Project, including, without limitation: senior secured loans; mezzanine loans; subordinated loans; shareholder loans (to the extent treated as debt for financial modeling purposes); taxable bonds; Bond Financings; Private Placement securities; on-balance sheet corporate debt; bank credit facilities; revolving credit facilities; letters of credit drawn upon and outstanding; and any other instrument, agreement, or arrangement that creates or evidences a payment obligation for borrowed money or deferred purchase price. “Debt” shall include any refinancing of the foregoing instruments. For the avoidance of doubt, “Debt” does not include equity contributions, unfunded equity commitments, or any instrument expressly constituting an Exempt Refinancing.

“Designated Local Retail Area” has the meaning set forth in Appendix A of the Lease.

“Development Costs” means the reasonable and documented, out-of-pocket third-party costs actually incurred by the Selected Proposer or the Concessionaire in connection with the sourcing, development, and execution of the Project starting from the date of issuance of the RFP pursuant to the Procurement Schedule through Financial Close, including legal, financial, advisory, engineering, environmental, and other professional fees, but expressly excluding any profit, markup, contingent compensation, success fee, or other form of upfront or sponsor return.

“Eligible Security Issuer” has the meaning set forth in Appendix A of the Transition Agreement.

“Eligible Unsuccessful Proposer” has the meaning set forth in the Stipend Agreement included in Attachment B, Form N of the ITP.

“Entity Group” has the meaning set forth in Attachment A, Section A10.2(F) of the ITP.

“Environmental Approval” has the meaning set forth in Appendix A of the Lease.

“Environmental Law” has the meaning set forth in Appendix A of the Lease.

“Environmental Management Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Equity Commitment Letter” has the meaning set forth in Attachment A, Section A10.2(C) of the ITP.

“Equity Investor(s)” means each person or entity that proposes or is designated to directly or indirectly contribute equity to the Proposer or Concessionaire in connection with the Project. If an Equity Investor is an investment fund, Equity Investor shall include each general partner of such investment fund. For the avoidance of doubt, neither the Proposer nor the Concessionaire is, solely by virtue of being the Proposer or Concessionaire, an Equity Investor unless it also contributes equity to itself through its ownership structure.

“Electric Vehicle” or “EV” has the meaning set forth in Appendix A of the Lease.

“EV Charging Station” has the meaning set forth in Appendix A of the Lease.

“Exempt Refinancing” has the meaning set forth in Appendix A of the Lease.

“Facilitators” means MassDOT staff and outside advisors who shall oversee the Proposal evaluation process.

“Final ATC Submittal” means a complete and final submission of an ATC Submittal, including all information necessary for MassDOT to render a determination.

“Final Review Team” has the meaning set forth in Section 4.2 of the ITP.

“Financial Close” has the meaning set forth in Appendix A of the Transition Agreement.

“Financial Close Security” means the security required from the Selected Proposer in the form and amount required by the Transition Agreement.

“Financial Model” has the meaning set forth in Attachment A, Section A10.2(D) of the ITP.

“Financing Documents” has the meaning set forth in Appendix A of the Transition Agreement.

“Financing Plan” has the meaning set forth in Attachment A, Section A10.2(A) of the ITP.

“Financial Proposal” means the portion of the Proposal consisting of the Financial Proposal Executive Summary, Financial Proposal Cover Letter, Proposal Part 1A (including required forms), and Proposal parts 6 through 9, as described in Attachment A of the ITP.

“Financial Proposal Cover Letter” means the Financial Proposal Cover Letter submitted by the Proposer in the form of Form A-2.

“Financial Proposal Due Date” means the deadline established for Proposers to submit Financial Proposals as set forth in Section 2.2 of the ITP.

“Financial Proposal Executive Summary” means the summary of the Proposer’s Project approach and key financial commitments required to be submitted as part of the Financial Proposal in accordance with Section 3.2.2(B) of the ITP.

“Financial Proposal Selection Committee” means the Selection Committee established by MassDOT to evaluate the Financial Proposals.

“Financially Responsible Party” means each parent company, Affiliate, or other entity that is proposed by the Proposer as the party that will support and guarantee the obligations of the Proposer, Equity Investor, Lead Contractor, Lead Designer, or Lead O&M Provider (as applicable).

“Fuel” has the meaning set forth in Appendix A of the Lease.

“Governmental Approval(s)” has the meaning set forth in Appendix A of the Lease.

“Gross Revenues” has the meaning set forth in Appendix A of the Lease.

“Initial Plaza Redevelopment Plan” has the meaning set forth in Appendix A of the Lease.

“Insolvency Event” means, with respect to any Person, any of the following: (i) a voluntary or involuntary case or proceeding commenced by or against such Person under any applicable bankruptcy, insolvency, reorganization, moratorium, or similar law; (ii) the appointment of a receiver, trustee, liquidator, administrator, or similar officer with respect to such Person or all or a material portion of its assets; (iii) an assignment for the benefit of creditors; (iv) such Person’s written admission of its inability to pay its debts as they become due; (v) a general moratorium declared or imposed by such Person with respect to its indebtedness; or (vi) the dissolution, liquidation, or winding-up of such Person (other than a solvent winding-up for the purposes of a reorganization, amalgamation, or merger approved in writing by MassDOT). As used herein, “Person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

“Instructions to Proposers” or “ITP” means the documents, including forms in Attachment B, included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

“Key Personnel” has the meaning set forth in Appendix A of the Lease.

“Lead Contractor(s)” means a member of the Proposer team that will be primarily responsible for construction of the Redevelopment Improvements. If the Lead Contractor(s) is a consortium, partnership, joint venture, or other legal structure, the Lead Contractor(s) shall include each member thereof.

“Lead Designer(s)” means a member of the Proposer team that will be primarily responsible for the design, engineering, or architecture of the Redevelopment Improvements. If the Lead Designer(s) is a consortium, partnership, joint venture, or other legal structure, the Lead Designer(s) shall include each member thereof.

“Lead O&M Provider(s)” means a member of the Proposer team that will be primarily responsible for the long-term operation and maintenance of the Service Plazas. If the Lead O&M Provider(s) is a consortium, partnership, joint venture, or other legal structure, the Lead O&M Provider(s) shall include each member thereof.

“Lease” means the Lease and Concessions Agreement, including all Appendices, to be entered into by a Concessionaire and MassDOT for the Service Plazas.

“Lease Term” means the period for performance of the Lease, starting at midnight on the Commencement Date, and extending for 35 years, with an option for one 10-year extension.

“Lender” has the meaning set forth in Appendix A of the Lease.

“Lender’s Commitment Letter” has the meaning set forth in Attachment A, Section A10.2(B) of the ITP.

“Letter of Interest” or “LOI” means the letter submitted by an interested party to MassDOT’s Designated Project Representative in accordance with the LOI notice posted on COMMBUYS, identifying the Proposer, expected Major Participants, and the Authorized Representative for the Service Plazas.

“Local Vendor Plan” has the meaning set forth in Appendix A of the Lease.

“Local Vendor Requirement” has the meaning set forth in Appendix A of the Lease.

“Locally Sourced Products” has the meaning set forth in Appendix A of the Lease.

“Major Participant” means each of the following entities, to the extent applicable to a Proposer: (i) Equity Investors, (ii) Lead Contractor, (iii) Lead Designer, (iv) Lead O&M Provider, and (v) Financially Responsible Party (if any). If any Major Participant is a joint venture, partnership, consortium, or other multi-party structure, “Major Participant” shall include each member thereof.

“Major Repairs” has the meaning set forth in Appendix A of the Lease.

“Marketing Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Massachusetts Department of Transportation” or **“MassDOT”** means the body politic and corporate established and operating pursuant to Chapter 6C of the General Laws of the Commonwealth of Massachusetts, as amended, with a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116.

“Massachusetts Grown and Fresher” means the agricultural marketing and promotion program administered by the Massachusetts Department of Agricultural Resources to identify and promote agricultural products grown, raised, harvested, or produced in the Commonwealth including the associated logo, branding, signage, and promotional material made available under that program.

“Massachusetts Public Records Law” or **“Public Records Law”** has the meaning set forth in Section 2.11.1 of the ITP.

“MassDOT’s Designated Project Representative” has the meaning set forth in Section 2.4.1 of the ITP.

“Material Adverse Change(s)” has the meaning set forth in Attachment B, Form Q of the ITP.

“Minimum Annual Guaranteed Rent” or **“MAG”** has the meaning set forth in Appendix A of the Lease.

“Minimum Capital Investment Commitment Amount” has the meaning set forth in Appendix A of the Lease.

“No Material Adverse Change Letter” has the meaning set forth in Attachment A, Section A3.2(F)(iii)(g) of the ITP.

“Operational Rent” has the meaning set forth in Appendix A of the Lease.

“Operations and Maintenance Performance Standards” has the meaning set forth in Appendix A of the Lease.

“Operations and Maintenance Services” or **“O&M Services”** has the meaning set forth in Appendix A of the Lease.

“P3 Commission” has the meaning set forth in Section 1 of the ITP.

“P3 Statute” has the meaning set forth in Section 1 of the ITP.

“Plaza Component Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Plaza Operations and Maintenance Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Pre-Existing Hazardous Substances Conditions” has the meaning set forth in Appendix A of the Lease.

“Preliminary ATC Submittal” has the meaning set forth in Section 2.9.4 of the ITP.

“Preliminary Schedule of Values” has the meaning set forth in Appendix A of the Lease.

“Private Activity Bonds” or “PABs” means tax-exempt bonds issued by a governmental conduit issuer on behalf of the Concessionaire, eligible under Section 142(a) of the Internal Revenue Code and allocated under the United States Department of Transportation Private Activity Bond Program.

“Private Placement” means the method of raising capital by selling securities to a pre-selected group of investors, rather than through a public offering.

“Private Placement Agent” means a financial intermediary helping the Concessionaire identify potential investors and market its Private Placement offerings.

“Procurement Schedule” means the schedule set forth in Table 2 of the ITP.

“Project” has the meaning set forth in Appendix A of the Lease.

“Project Contract(s)” has the meaning set forth in Appendix A of the Lease.

“Project Contractor(s)” has the meaning set forth in Appendix A of the Lease.

“Project Prototype” means, with respect to a Service Plaza location, the applicable prototype category (Type S, Type M, or Type L) identified in Section 4.10.3 of Appendix E.

“Proposal” means the Financial Proposal and Technical Proposal, collectively, submitted by a Proposer to MassDOT in response to this RFP.

“Proposal Security” means the security required from a Proposer with its Proposal pursuant to Section 3.3 of the ITP.

“Proposal Security End Date” has the meaning set forth in Section 3.3 of the ITP.

“Proposal Work Product” has the meaning set forth in Section 1(c) of the Stipend Agreement.

“Proposer” means an entity or entities (which may be a joint venture, partnership or consortium, or other legal structure) that submits a Proposal or otherwise engages in the process outlined in this RFP for the purpose of becoming the Concessionaire for the Project. Where the context so requires, “Proposer” includes such entity’s officers, directors, employees, representatives, affiliates and actual and potential Team Members.

“Quality Assurance and Quality Control Plans” has the meaning set forth in Appendix A of the Lease.

“Redevelopment Improvements” has the meaning set forth in Appendix A of the Lease.

“Redevelopment Period” has the meaning set forth in Appendix A of the Lease.

“Redevelopment Work” has the meaning set forth in Appendix A of the Lease.

“Reference Information Documents” or **“RIDs”** means the collection of information, data, documents and other materials that MassDOT has provided to Proposers for general or reference information only. Reference Information Documents are not Contract Documents and are provided solely for the purposes of disclosure.

“Renewal and Replacement Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Renewal and Replacement Reserve Account” has the meaning set forth in Appendix A of the Lease.

“Request for Proposals” or **“RFP”** means this document in its totality, inclusive of this RFP and all attachments hereto (including Forms), the form of Transition Agreement, the form of Lease, and all subsequently issued addenda, all of which are issued by MassDOT to solicit Proposals for the purpose of entering into a Lease.

“Required Insurance” has the meaning set forth in Appendix A of the Lease.

“Responsible Proposer Questionnaire” means the Responsible Proposer Questionnaire submitted by the Proposer in the form of Form C.

“Revenue Share Rent” has the meaning set forth in Appendix A of the Lease.

“Safety and Security Plan(s)” has the meaning set forth in Appendix A of the Lease.

“Scheduled Opening Date” has the meaning set forth in Appendix A of the Lease.

“Selected Proposer” means the Proposer selected by MassDOT for Contract Award for the Service Plazas.

“Selection Committees” or **“SCs”** means, collectively, the Technical Proposal Selection Committee or the Financial Proposal Selection Committee established by MassDOT to review Proposals and recommend selection of the Selected Proposer for the Service Plazas. The SCs may also receive assistance from Subject Matter Experts and Facilitators.

“Separate Contractor(s)” has the meaning set forth in Appendix A of the Lease.

“Service Plaza(s)” means the following non-Turnpike Service Plazas: Newton, Lexington, Beverly, Bridgewater southbound, Bridgewater northbound, Plymouth, and Barnstable.

“Service Plaza O&M Plan(s)” has the meaning set forth in Attachment A, Section A5.2 of the ITP.

“Service Plaza Redevelopment Plan(s)” has the meaning set forth in Attachment A, Section A6.2 of the ITP.

“Stipend” means the amount of compensation described in Section 3(a) of the Stipend Agreement.

“Stipend Agreement” has the meaning set forth in the preamble of the Stipend Agreement.

“Subject Matter Expert” or **“SME”** means MassDOT staff and outside advisors with expertise relevant to particular evaluation criteria who may advise the Selection Committees directly on evaluation criteria within their areas of expertise.

“Subsequent EV Capital Improvements” has the meaning set forth in Appendix A of the Lease.

“Team Member” includes the Proposer, a Major Participant and any other entity included in a Proposal.

“Technical Proposal” means the portion of the Proposal consisting of the Technical Proposal Executive Summary, Technical Proposal Cover Letter, and Proposal parts 1 through 5 (including required forms), as described in Attachment A of the ITP.

“Technical Proposal Cover Letter” means the Technical Proposal Cover Letter submitted by the Proposer in the form of Form A-1.

“Technical Proposal Due Date” means the deadline established for Proposers to submit Technical Proposals as set forth in Section 2.2 of the ITP.

“Technical Proposal Executive Summary” means the summary of the Proposer’s Project approach, qualifications, and key commitments required to be submitted as part of the Technical Proposal in accordance with Section 3.2.2(A) of the ITP.

“Technical Proposal Selection Committee” means the Selection Committee established by MassDOT to evaluate the Technical Proposals.

“Tenant Space” has the meaning set forth in Appendix A of the Lease.

“Transition Agreement” means that certain Transition Agreement for the Service Plazas, dated as of the Commercial Close, between MassDOT and the Selected Proposer governing the relationship between the parties during the Transition Period.

“Transition Period” means the period beginning with the effective date of the Transition Agreement and ending at 11:59 p.m. on [TBD] unless extended by MassDOT in its sole discretion or terminated in accordance with the terms of the Transition Agreement.

“Transportation Infrastructure Finance and Innovation Act” or “TIFIA” means any loan, loan guarantee, or line of credit provided by, or on behalf of, the United States Department of Transportation pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998, as amended, the proceeds of which are used to finance or refinance Project Costs.

“Type L” means the Service Plaza prototype category identified as “Type L – New Construction” in Section 4.10.3 of Appendix E.

“Type M” means the Service Plaza prototype category identified as “Type M – Major Renovation with Addition” in Section 4.10.3 of Appendix E.

“Type S” means the Service Plaza prototype category identified as “Type S – Selective Renovation and Refurbishing” in Section 4.10.3 of Appendix E.

“Utility Owner” has the meaning set forth in Appendix A of the Lease.

“Work Product” has the meaning set forth in Appendix A of the Lease.

1.1.1. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this RFP and the provisions of the Transition Agreement or the Lease, the provisions of the Transition Agreement and the Lease shall control.

1.2. GENERAL PROJECT DESCRIPTION

MassDOT seeks a partnership through the execution of a Lease with a Concessionaire to redevelop and transform its portfolio of Service Plazas into transportation and service hubs delivering a high-quality experience for the traveling public. MassDOT requests Proposals from experienced and qualified Proposers to design, build, finance, redevelop, operate, and maintain its Service Plazas. Specifically, MassDOT is competitively procuring a Concessionaire to be responsible for providing high quality food, beverage, convenience, Fuel, and EV Charging Station services, among other services and amenities, to the traveling public while also maintaining and operating each of the Service Plazas in a high-quality, innovative, safe, and clean manner and while providing Operational Rent for MassDOT. The Lease shall have a 35-year term, with a 10-year renewal option. The Selected Proposer will be required to enter into a Transition Agreement for the Service Plazas to facilitate the transition of operations to the Concessionaire for the Lease Term. The Transition Agreement sets forth the conditions that must be satisfied to achieve Financial Close.

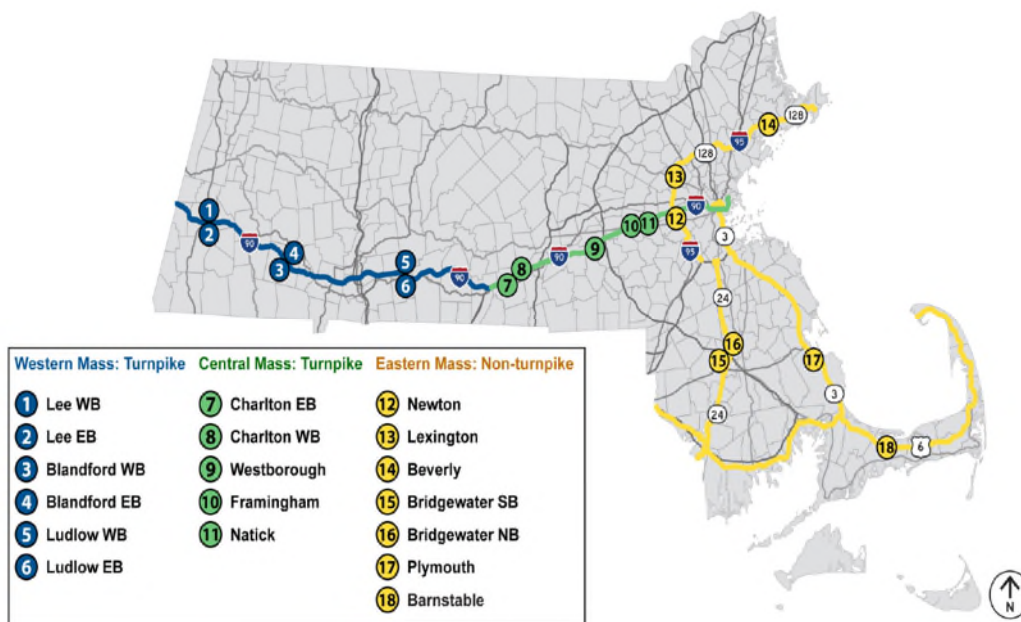
The Service Plazas are a vital “welcoming” component to the Commonwealth for millions of motorists and professional commercial drivers. They also support host communities and regions with employment, economic development, and tourism opportunities, while providing Fuel, amenities, and a lasting impression to the traveling public. The markets served include commuters, leisure/tourist travel, commercial and freight transportation, business travel, bus travelers,

recreational vehicle users, and host communities. MassDOT views the once-in-a-generation expiration of the current long-term leases as a rare and unique opportunity to partner with a Concessionaire to vastly enhance existing offerings and choices, boost local industry, and ultimately provide a premium experience for Highway travelers.

Proposers are expected to propose rent terms that will ensure that MassDOT participates in the near-term and long-term success of the Project in terms of revenue, cash flow, and value creation. The Concessionaire will be fully responsible for the redevelopment, operation and general maintenance of the Service Plazas in accordance with the Transition Agreement and the Lease, including the administration and enforcement of all contracts and subleases relative to the operation of the Service Plazas, and will be expected to work with existing tenants and/or subtenants to achieve a seamless operational transition.

1.3. SERVICE PLAZA LOCATIONS

The Massachusetts State Highway System is a system of state-numbered routes assigned and marked by the Highway Division of MassDOT. Operationally, MassDOT highways are divided across six highway districts, with the administrative headquarters located in Boston, Massachusetts. The 18 Service Plazas are located along the following five highways: I-90, I-95/Rt. 128, Rt. 3, Rt. 6, and Rt. 24.



Service Plaza locations and their existing lease arrangements are detailed in Table 1 below:

Table 1 Service Plaza Locations and Existing Lease Arrangements										
Location	Highway Dist.	Highway	E Z Pass	RMV	Tenant 1	Food /Fuel/ Both	LED	Tenant 2	Food/ Fuel/ Both	LED
Lee Eastbound*	1	Turnpike	yes	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Lee Westbound*	1	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Blandford Eastbound*	1	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Blandford Westbound*	1	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Ludlow Eastbound*	2	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Ludlow Westbound*	2	Turnpike	yes	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Charlton Eastbound*	3	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Charlton Westbound*	3	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Westborough Westbound*	3	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Framingham Westbound*	3	Turnpike	no	no	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Natick Eastbound*	3	Turnpike	yes	yes	McDonalds	food	6/30/2027	Gulf	Fuel	6/30/2027
Lexington Northbound**	4	Rt. 128	no	no	McDonalds	Both	6/30/2027	No Second Tenant		
Newton Southbound**	6	Rt. 128	no	no	McDonalds	Both	6/30/2027			
Plymouth Southbound***	5	Rt. 3	no	no	McDonalds	No Fuel	6/30/2027			
Beverly Northbound ***	4	Rt. 128	no	no	Global	Both	6/30/2027	No Second Tenant		
Barnstable Westbound***	5	Rt. 6	no	no	Global	Both	6/30/2027			
Bridgewater Northbound***	5	Rt. 24	no	no	Global	Both	6/30/2027			
Bridgewater Southbound***	5	Rt. 24	no	no	Global	Both	6/30/2027			
* McDonalds holds a master lease of all Turnpike locations for food service with Gulf holding a separate master lease of all Turnpike locations for Fuel service. ** McDonalds holds a separate master lease for the Newton and Lexington locations, Gulf is a subtenant of McDonalds at each location. Newton and Lexington have both food and Fuel amenities; Plymouth has only food amenities. *** McDonalds holds the master lease for the Plymouth location; no Fuel amenity exists at this location. **** Global Montello holds the master lease for the Bridgewater, Barnstable, and Beverly locations, Burger King is their main food service subtenant at all locations; Shell is their Fuel subtenant in Beverly and Mobil is the Fuel subtenant at Barnstable and both Bridgewater locations.										

MassDOT supports co-located Commonwealth services at some of the Service Plazas, including travel and tourism areas, such as the Plymouth Service Plaza, driven by Regional Tourism Councils.

MassDOT anticipates that these Commonwealth customer services will continue to operate at these Service Plazas. However, Proposers may include in their ATCs proposals to re-imagine and integrate these operations.

1.4. PROJECT SCHEDULE

MassDOT will provide the RFP and associated documents to the P3 Commission, Office of Inspector General, and Attorney General's Office by August 21, 2026. The P3 Commission is scheduled to meet on August 24 and August 25, 2026, and may call additional meetings to continue their review and discussions. Following the P3 Commission's vote to approve the RFP, MassDOT

will issue the RFP and Request for Letters of Interest. MassDOT expects the technical and financial proposals to be due approximately 6 months later. The Technical Proposal shall include, as part of the Initial Plaza Redevelopment Plan for the Service Plazas, a Baseline Schedule for the applicable Redevelopment Improvements, which shall be subject to MassDOT review and ongoing update requirements as set forth in the Lease. MassDOT anticipates that the Concessionaire will commence operating the Service Plazas in accordance with the Lease on the Commencement Date. The Lease Term is 35 years, with an option for one 10-year extension.

1.5. PROJECT FUNDING

No funding is currently committed to this Project, including TIFIA Loans or PABs. However, over the course of the Lease Term, Commonwealth and/or federal funds may be committed to the Project for discrete activities or services (at the Commonwealth's or federal government's sole discretion, as applicable).

1.6. NON-DISCRIMINATION IN CONTRACTING AND SUPPLIER DIVERSITY

It is the policy of the Commonwealth to ensure non-discrimination in the procurement of goods and services and to promote equity of opportunity in state contracting. MassDOT encourages the full participation of non-profit organizations and diverse business certified or recognized by the Commonwealth's Supplier Diversity Office ("SDO"), including Minority Business Enterprises ("MBEs"), Women Business Enterprises ("WBEs"), Veteran Business Enterprises ("VBEs"), Service-Disabled Veteran-Owned Business Enterprises ("SDVOBEs"), Disability-Owned Business Enterprises ("DOBEs"), and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("LGBTBEs"). Proposers are encouraged to consider opportunities for partnering with non-profit organizations and diverse-business certified or recognized by the SDO.

2. PROCUREMENT PROCESS

2.1. PROCUREMENT METHOD

This RFP is issued pursuant to the P3 Statute, which provides the statutory framework for MassDOT to enter into Public-Private Agreements for transportation facilities, including new or existing highways, rest areas, parking, intermodal and related facilities. MassDOT intends to award the Lease to the responsible and eligible Proposer offering a Proposal that is determined by MassDOT, through evaluation based upon the criteria set forth in this RFP, to be the most advantageous to MassDOT. Nothing herein requires MassDOT to establish a shortlist as a condition for a Proposer to submit a Proposal.

2.2. PROCUREMENT SCHEDULE

MassDOT anticipates carrying out the procurement process in accordance with the schedule identified in the Procurement Schedule. All times are Eastern Time. The schedule is subject to modification at the sole discretion of MassDOT. Proposers will be notified of any change by an addendum to this RFP.

Table 2: Procurement Schedule	
Procurement Schedule of Events	Due Date and Time
Issue RFP and Request for Letters of Interest (RFLOI)	Following P3 Commission approval.
Letters of Interest (LOI) Submission Deadline	18 days after RFP/RFLOI issuance.
Contractor and Architect/Engineer Prequalification Application Submission Deadline	45 days after RFP issuance.
Final ATC Submittals Due Date	90 days after LOIs due.
Technical Proposal Due Date	40 days after Final ATC Submittals Due Date.
Financial Proposal Due Date	40 days after Final ATC Submittals Due Date.
Oral Presentations and Interviews (by invitation only via email)	14 days after Technical Proposal and Financial Proposal Due Date.
Contract Award	60 days after the final day of Oral Presentations and Interviews.
Commercial Close	Within 30 days after Contract Award.
Financial Close	Within 90 days after Commercial Close.

Commercial Close shall occur no later than on the date set forth in the Procurement Schedule and only after the conditions precedent set forth in Section 3.1 of the Transition Agreement have been satisfied (or waived by MassDOT in its sole discretion). MassDOT may extend the deadline for Commercial Close by written notice to the Selected Proposer, but may not extend the date of Commercial Close beyond the 180-day Proposal validity period described in Section 3.5.3 of the ITP without mutual agreement by the Selected Proposer.

Financial Close shall occur no later than on the date set forth in the Procurement Schedule and in accordance with Article 3 of the Transition Agreement. MassDOT may extend the deadline for Financial Close by written notice to the Selected Proposer, but may not extend the date of Financial Close beyond the 180-day Proposal validity period described in Section 3.5.3 of the ITP without mutual agreement by the Selected Proposer.

The Selected Proposer may request an extension of Commercial Close or Financial Close, subject to MassDOT's prior written consent and the 180-day Proposal validity period described in Section 3.5.3 of the ITP. Failure to achieve Commercial Close or Financial Close by the deadlines set forth above, unless extended with the prior written consent of MassDOT, shall entitle MassDOT to draw on, collect, or enforce the Proposal Security or the Financial Close Security, as applicable, of the Selected Proposer for the Service Plazas as liquidated damages, unless such failure is caused solely by MassDOT's failure to satisfy a condition or deliverable expressly required of MassDOT under this RFP.

2.3. REQUEST FOR PROPOSALS, PROJECT DOCUMENTS AND EXAMINATION OF SITE

2.3.1. RECEIPT OF REQUEST FOR PROPOSALS AND PROJECT DOCUMENTS

The RFP, including all addenda and correspondence to Proposers, will be posted on COMMBUYS. COMMBUYS will be updated on an on-going basis during the course of the procurement as documents and information become available. Proposers are responsible for monitoring COMMBUYS and to be aware of any updates.

The RIDs will be available on SharePoint to Proposers that execute and deliver a Letter of Interest in accordance with Section 2.4.2 of the ITP.

2.3.2. EXAMINATION OF RFP

Each Proposer shall be solely responsible for examining, with appropriate care and diligence, the RFP, including RIDs and any addenda and material made available to Proposers by MassDOT or posted on COMMBUYS or in the RIDs data room, and for informing itself with respect to all conditions that may in any way affect the nature of its Proposal, or the performance of the Concessionaire's obligations under the Transition Agreement and the Lease. Failure of the Proposer to examine and inform itself shall be at its sole risk, and MassDOT shall have no obligation to provide any relief for any error or omission on the part of a Proposer in respect of the RFP or the Proposer's Proposal.

The submission of a Proposal shall be conclusive evidence that the Proposer has made the above-described examination and is satisfied as to the conditions to be encountered in performing the Contract Services and as to the requirements of the Contract Documents.

2.3.3. SITE ACCESS

Other than at MassDOT-scheduled meetings and site visits, MassDOT does not plan to provide additional site access during the procurement. Proposers may conduct their own observations from public areas. For the avoidance of doubt, "site visits" referenced in Section 2.5.2 of the ITP are MassDOT-scheduled events that may include access to non-public areas, if any, under MassDOT supervision. Any site investigations beyond observations from public areas are prohibited unless expressly authorized in writing by MassDOT.

2.4. DESIGNATED REPRESENTATIVES FOR COMMUNICATIONS AND OTHER INFORMATION

2.4.1. MASSDOT'S DESIGNATED PROJECT REPRESENTATIVE

MassDOT's Designated Project Representative is:

Pamela Liaperdos
Procurement Manager
Massachusetts Department of Transportation
Ten Park Plaza
Boston, Massachusetts 02116
e-mail: Pamela.Liaperdos@dot.state.ma.us

From time to time during the solicitation process, MassDOT's Designated Project Representative may designate another representative to carry out some or all of MassDOT's Designated Project Representative's obligations pertaining to the Project.

Any submission required in the RFP from Proposers shall be sent to the attention of MassDOT's Designated Project Representative via COMMBUYS.

2.4.2. IDENTIFICATION OF PROPOSER AUTHORIZED REPRESENTATIVE

Each Proposer shall identify an Authorized Representative to act on its behalf in connection with this procurement in the Letter of Interest submitted in accordance with this RFP. Each Proposer shall confirm the identity of its Authorized Representative in the Proposer's Technical Proposal Cover Letter and Financial Proposal Cover Letter. The Authorized Representative shall serve as the sole point of contact for all communications with MassDOT, including scheduling of one-on-one meetings and ATC meetings pursuant to Section 2.5.3 of the ITP. If a Proposer changes its Authorized Representative to receive documents, communications, or notices in connection with the procurement subsequent to its submission of its Letter of Interest or Proposal, the Proposer shall provide MassDOT's Designated Project Representative with the name, title, address, telephone number, and e-mail address of such new Authorized Representative, along with letters on the letterhead stationery of each Major Participant, executed by authorized officials of each entity, stating that representations, statements, and commitments made by the Authorized Representative on behalf of the Proposer are authorized by the Major Participant. Failure to provide notification of a change to the Authorized Representative in writing may result in the Proposer failing to receive important communications from MassDOT. MassDOT is not responsible for any such failure.

Unless specifically stated otherwise in this RFP, a Proposer must submit notice of any change to its Authorized Representative, requests for changes to a Proposer's organization or Key Personnel (as per Section 2.13 of the ITP), and any other communications in writing to MassDOT's Designated Project Representative via COMMBUYS.

2.5. MEETINGS

2.5.1. PRE-PROPOSAL MEETINGS

MassDOT reserves the right to hold pre-proposal meetings with all Proposers at any time prior to the Technical Proposal Due Date. Pre-proposal meetings shall be open to all Proposers and shall be informational in nature. Pre-proposal meetings may be held either in person or by telephonic or electronic means. MassDOT will provide written notice of any pre-proposal meetings to all eligible Proposers. If a pre-proposal meeting is conducted by telephonic or electronic means, the notice will inform Proposers of the manner of the meeting. Each Proposer, by submittal of its Proposal, acknowledges the opportunity to attend any pre-proposal meeting, if held, was offered to all eligible Proposers, and waives any right to challenge this procurement based on its failure to attend a pre-proposal meeting.

Nothing stated at any pre-proposal meeting or included in a written record or summary of a pre-proposal meeting shall modify the ITP or any other part of the RFP unless incorporated in an addendum issued pursuant to Section 2.7 of the ITP.

2.5.2. SITE VISITS

MassDOT reserves the right to hold site visits with all Proposers at any time during the procurement process. MassDOT will provide written notice of any site visits to all eligible Proposers. See Sections 2.3.1 and 2.3.3 of the ITP. Each Proposer, by submittal of its Proposal,

acknowledges the opportunity to attend site visits, if any, was offered to all eligible Proposers, and waives any right to challenge this procurement based on its failure to attend any site visit.

2.5.3. ONE-ON-ONE MEETINGS

After issuance of the RFP but prior to submission of Technical Proposals, MassDOT will conduct at least two (2) one-on-one meetings with each Proposer, and may hold additional such meetings as it deems necessary. Each Proposer will be invited to attend the scheduled one-on-one meetings. If a Proposer elects to submit, discuss, or further develop one or more ATCs in connection with a scheduled one-on-one meeting, MassDOT may conduct the applicable meetings as a combined one-on-one meeting and ATC meeting. A Proposer is not required to submit or discuss any ATC in order to participate in a one-on-one meeting.

A. Subject Matter of One-on-One Meetings

The purpose of the one-on-one meetings with potential Proposers is for MassDOT and Proposers to engage in exchanges regarding the RFP and the Project. No negotiation or decision-making shall take place during the one-on-one meetings. Each meeting may include a one-on-one portion, which will be limited to discussion of the RFP, and questions properly submitted through the question-and-answer process for the applicable meeting round.

If the Proposer elects to submit, discuss, or further develop one or more ATCs for that meeting round, the meeting may also include an ATC discussion portion, which will be governed by Section 2.9 of the ITP and treated as confidential to the extent provided therein. These one-on-one meetings do not factor into the evaluation of the Proposers and should not be considered a marketing opportunity. MassDOT shall not use one-on-one meetings to provide any Proposer with an unfair competitive advantage. The one-on-one portion of each meeting is intended to provide Proposers with a better understanding of the RFP and its application to their specific Proposals.

MassDOT will not guide the development of a Proposal or coach a Proposer on the development of its Proposal. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings. MassDOT reserves the right to limit the subject matter of any one-on-one meeting in its sole discretion.

B. Meeting Notice, Confirmation, and Agreement

MassDOT shall notify each Proposer in writing of the scheduled time, date, duration, and place of any one-on-one meeting, which may be conducted via Teams or another online meeting platform, together with a request that the Proposer submit proposed agenda topics for the meeting. Each Proposer shall have the opportunity to identify and prioritize the issues it wishes to discuss with MassDOT, and different Proposers may propose different topics for discussion. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to participate in one-on-one meetings was offered on an equal basis to all Proposers, and waives any right to challenge this procurement based on its failure to attend any such meeting.

For each scheduled meeting, the Proposer shall submit to MassDOT, no later than three (3) Business Days prior to the meeting date, a proposed agenda that identifies the topics the Proposer

seeks to discuss during the one-on-one portion of the meeting. The Proposer shall also identify the attendees expected to participate in the meeting. The opportunity to propose agenda topics is intended to permit each Proposer to identify and prioritize the issues it wishes to discuss, and shall not entitle any Proposer to receive commitments, non-public guidance, or other treatment that would create an unfair competitive advantage.

Topics proposed for discussion during the one-on-one portion of a scheduled meeting do not need to be separately submitted through the question-and-answer process described in Section 2.6 of the ITP in order to be raised at the meeting. MassDOT may discuss agenda topics and related questions raised during the one-on-one portion of a meeting, but no statement, response, or discussion during the one-on-one portion shall modify the RFP or bind MassDOT unless subsequently confirmed in writing by MassDOT through the question-and-answer process described in Section 2.6 of the ITP or by addendum issued to all Proposers. To the extent any discussion during the one-on-one portion gives rise to a clarification of general applicability, MassDOT may address such clarification through the question-and-answer process or by addendum issued to all Proposers.

MassDOT may require the Authorized Representative to submit, with the agenda, an express written acknowledgement of the meeting rules applicable under this RFP, binding the Proposer and its attendees to comply with those rules. Recording, including video or audio recording, of any one-on-one meeting or ATC meeting shall not be permitted unless expressly authorized in writing by MassDOT.

C. Statements at One-on-One Meetings

Nothing stated at any one-on-one meeting will modify the RFP unless it is incorporated into the RFP via an addendum issued pursuant to Section 2.7 of the ITP. Nothing stated during the one-on-one portion of a meeting or, if applicable, the ATC discussion portion of a meeting shall bind MassDOT or any Proposer, except to the extent expressly incorporated into the RFP by addendum or reflected in a written ATC determination issued in accordance with Section 2.9 of the ITP.

D. MassDOT Use of One-on-One Meeting Information

MassDOT's intent is to maintain confidentiality of the one-on-one meetings to the extent permitted by Applicable Law. However, MassDOT reserves the right to disclose to all Proposers any questions or issues raised during the one-on-one meetings, except to the extent that MassDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information. Without limiting the foregoing, questions, issues or clarifications arising during the one-on-one portion of a meeting that are applicable to all Proposers may be addressed through the question-and-answer process or by addendum. The ATC discussion portion of any meeting shall remain subject to the confidentiality provisions of Section 2.9 of the ITP.

2.6. QUESTIONS AND RESPONSES REGARDING THE RFP

Proposers shall be responsible for reviewing the RFP and any addenda issued by MassDOT prior to the Technical Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer fails to understand or to which the Proposer is suggesting a change,

in accordance with this Section 2.6 of the ITP. Proposers shall submit, and MassDOT will respond to, requests for written clarification in accordance with this Section 2.6 of the ITP.

MassDOT will only consider comments and questions regarding the RFP, including requests to correct errors, if properly submitted by a Proposer to MassDOT's Designated Project Representative via E-mail at SP-Eastern-inquiries@dot.state.ma.us on Form O.

If a Proposer believes that a particular question contains proprietary information, trade secrets, or confidential commercial or financial information that the Proposer believes should be exempt from disclosure, the Proposer shall specifically identify and mark only that question or portion thereof as confidential and shall submit it in a manner that makes the claim of confidentiality readily identifiable to SP-Eastern-conf@dot.state.ma.us.

Blanket designation of all questions as confidential shall not be permitted and shall be deemed invalid. Any claim of confidentiality must clearly identify the specific information claimed to be confidential and must be accompanied by a concise statement of the basis for such claim. MassDOT does not guarantee that any court or other governmental agency with jurisdiction over such matters will treat such materials or their contents as confidential, or that a claim of confidentiality will govern requests for disclosure of records submitted during this procurement.

Any confidential material relating to ATCs shall be submitted in accordance with Section 2.9 of the ITP using the secure SharePoint channel established by MassDOT. Comments and questions pursuant to this Section 2.6 of the ITP may be submitted at any time prior to the date specified in any addendum. Such comments and questions shall: (i) be sequentially numbered; (ii) identify the document (e.g., the ITP, Transition Agreement, Lease, etc.) that is the subject of the question; (iii) identify the relevant section number and page number from such document that is the subject of the question or, if it is a general question, so indicate; (iv) not identify the Proposer in the body of the question; and (v) not include any proprietary or confidential information in the question, except as expressly permitted above. Questions submitted in any other format or method than that described above will not be considered. No requests for additional information or clarification to any person other than MassDOT's Designated Project Representative will be considered.

For any scheduled combined one-on-one and ATC meeting, the Proposer may identify in its proposed agenda any RFP topics it seeks to discuss during the one-on-one portion of that meeting. Topics proposed for discussion during the one-on-one portion do not need to be separately submitted using Form O in order to be discussed at the meeting. A Proposer, may, after the meeting, elect to submit a question using Form O if it seeks an official written clarification or interpretation. However, no statement, response, or discussion during the one-on-one portion shall modify the RFP or bind MassDOT unless subsequently confirmed in writing by MassDOT through the question-and-answer process described in this Section 2.6 of the ITP or by addendum issued to all Proposers.

Proposers are responsible for ensuring that any written communications clearly indicate that the material relates to the Service Plazas Concessionaire procurement and MassDOT Bid No. BD-26-1030-0H100-H001-127274. Questions shall be submitted by the Authorized Representative and shall include the name of the Proposer and the name, address, telephone number, and e-mail address of the Authorized Representative.

Responses to requests for clarification or questions will be provided in writing and issued by MassDOT's Designated Project Representative via COMMBUYS. MassDOT may rephrase questions as it deems appropriate and may consolidate similar questions. Proposers may submit questions on a "rolling" basis, and MassDOT similarly intends to issue multiple sets of responses on a "rolling" basis during the procurement process. To the extent any discussion during the one-on-one portion of a meeting gives rise to a clarification of general applicability, MassDOT may address such clarification through the question-and-answer process or by addendum issued to all Proposers.

If MassDOT determines, in its sole discretion, that its interpretation or clarification requires a change in the RFP, MassDOT will prepare and issue an addendum. Questions from potential Proposers and MassDOT's answers thereto shall not modify the RFP or Contract Documents except as set forth in an addendum. MassDOT will not be bound by, and Proposers should not rely on, any oral communications regarding the RFP. Use of any information gathered or received from other agencies or entities shall be at the Proposer's own risk. Only information verified in writing by MassDOT will be considered reliable.

2.7. ADDENDA

MassDOT reserves the right, in its sole discretion, to revise, modify, or change the RFP and procurement process at any time before the Technical Proposal Due Date. Any such revisions will be implemented through issuance of addenda to the RFP. Addenda will be issued by MassDOT's Designated Project Representative via COMMBUYS, and Proposers will be notified of the issuance of such addenda. If any addendum significantly impacts this RFP, as determined in MassDOT's sole discretion, MassDOT may change the Technical Proposal Due Date. The announcement of such new date will be included in the addendum.

The Proposer shall acknowledge in its Technical Proposal Cover Letter and Financial Proposal Cover Letter receipt of all addenda and question and answer responses. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected.

MassDOT reserves the right to issue addenda, if the need arises.

2.8. BASE TECHNICAL CONCEPT

All Technical Proposals must incorporate the BTC without any exceptions to, or deviations from, the requirements of the RFP and Contract Documents unless such exception or deviation from the requirements of the RFP and Contract Documents is approved by MassDOT as an Alternative Technical Concept pursuant to Section 2.9 of the ITP.

2.9. ALTERNATIVE TECHNICAL CONCEPTS

2.9.1. PURPOSE

MassDOT intends to promote innovation, flexibility, and best-value outcomes for the redevelopment, operation, maintenance, and long-term performance of the Service Plazas. Accordingly, MassDOT may, in its sole discretion, permit Proposers to submit proposed Alternative Technical Concepts for pre-Proposal review in accordance with this Section 2.9 of the

ITP. Proposers are encouraged to put forth ATCs that they believe will be beneficial for the Project compared to the terms of the Contract Documents that are part of this RFP. ATCs shall be evaluated against the BTC.

MassDOT anticipates that numerous opportunities for ATCs may exist, and that such opportunities may vary by each Service Plaza. While MassDOT has provided a BTC for each Service Plaza, MassDOT acknowledges that a Proposer may seek to modify, whether by increasing or reducing, the size and/or function of a Service Plaza and to adjust the building to align with anticipated sales and usage. MassDOT will consider ATCs that propose decommissioning a Service Plaza; provided, however, that MassDOT will consider the effect of such ATC on revenue-generating services and will require that non-revenue services (e.g., restrooms, pet areas, and lounges) continue to be available as a condition to approval of such ATC. To the extent a proposed ATC would materially reduce Service Plaza offerings, MassDOT will consider, in its evaluation of the Proposal for the Service Plazas, whether the needs of the traveling public would continue to be met in light of such materially reduced offerings.

ATCs are only required for aspects of the Technical Proposal that are outside of, conflict with, or are not in compliance with, one or more requirements of the BTC.

The following ATCs are not eligible for consideration under this RFP:

- A. any ATC that would reduce the number of truck parking spaces at a Service Plaza;
- B. any ATC that would modify highway ramp geometric conditions such that acceleration or deceleration length, merge, taper, or distances between ramps are reduced;
- C. any ATC that would fail to maintain the required number of vehicle through lanes and lane widths and shoulder widths of the circulation roadways in the final condition shown in the BTC;
- D. any ATC that would fail to allow for continuous traffic on all existing Highway facilities;
- E. any ATC that includes gabion walls, bin walls, or concrete masonry unit landscaping block walls;
- F. any ATC that would reduce, eliminate, or otherwise dilute the EV Charger requirements of Appendix E, including the requirements set forth in Section 4.16.
- G. any ATC that proposes building footprints that materially modify roadside elements shown in the BTC; and
- H. any ATC that proposes low-slope roof designs with less than a 2% slope.

Proposers may include in a Technical Proposal only those ATCs that have been reviewed and approved (or conditionally approved) by MassDOT in writing under this Section 2.9 of the ITP.

2.9.2. ELIGIBILITY

ATCs eligible for consideration are limited to those modifications to or deviations from the Contract Documents, including the BTC, that, as determined by MassDOT in its sole discretion, result in an end product and operational outcome that is equal to or better than the outcome that would be achieved without the ATC. This determination will be made on an overall basis, including without limitation, performance, safety, durability, customer experience, maintainability, lifecycle outcomes, and revenue generation and sustainability, as applicable. ATCs may be based on deviations from the BTC or other technical requirements, but must be consistent with the standards set forth in the RFP and Contract Documents. All ATCs shall comply with Applicable Law, including Environmental Laws. MassDOT retains sole discretion to reject any and all ATCs for any reason.

2.9.3. ATC MEETINGS

MassDOT may conduct up to two (2) meetings with each Proposer for the purpose of discussing ATCs prior to the Technical Proposal Due Date.

ATC discussions shall only occur during the ATC discussion portion of the one-on-one meetings described in Section 2.5.3 of the ITP, if the applicable Proposer seeks to discuss one or more ATCs at such meeting, or during separate ATC-focused meetings scheduled by MassDOT. MassDOT will not discuss with any Proposer the contents of any Proposal or ATCs other than its own. The Proposer shall not seek to obtain an unfair competitive advantage over any other Proposer.

Questions or discussions regarding the interpretation of the RFP or Contract Documents are not confidential, and MassDOT may require that such questions be submitted through the formal written question-and-answer process described in Section 2.6 of the ITP. Any clarification applicable to all Proposers may be issued by addendum or other written response to all Proposers.

ATC discussions, materials, and submissions are confidential and will not be disclosed to other Proposers except as required by Applicable Law.

No financial or price information shall be presented or discussed during an ATC meeting.

Each Proposer is prohibited from discussing any ATC or related option with members of the Selection Committees, Final Review Team, MassDOT personnel, or MassDOT consultants outside of the ATC meetings or other procedures expressly permitted by this RFP.

Proposer Team Members attending ATC meetings should have the proper expertise to present and answer MassDOT questions regarding the ATCs or related options to be discussed. MassDOT may require Proposer attendees to identify all participants in advance of or at the start of the meeting and may require participants to acknowledge the rules applicable to such meetings.

Each ATC meeting will be held virtually by video, or by another means designated by MassDOT.

During each ATC meeting, the Proposer may ask questions relative to its presented ATCs, and MassDOT may provide responses. Any such responses will be limited to the ATCs presented and the manner in which they may affect the BTC, and the other applicable RFP and Contract Documents.

Prior to each ATC meeting, MassDOT will require the Proposer to submit a confidential written summary of the ATC or ATCs to be discussed, together with any conceptual drawings, presentation materials, or other supporting information identified by MassDOT. Nothing stated at any ATC meeting shall modify the RFP unless incorporated into the RFP by an addendum issued under Section 2.7 of the ITP.

MassDOT may establish by addendum or other written notice the deadline, format, page limits, delivery method, and other requirements applicable to such materials. Submission of ATC materials shall be made via a link to the secure SharePoint channel established by MassDOT that will be provided to each Proposer's Authorized Representative upon request. To request access to a secured MassDOT SharePoint site, and for any IT related issues, Proposers shall contact MassDOT's Designated Project Representative via email prior to the applicable submission deadlines. Once MassDOT grants access to a secured MassDOT SharePoint site, the Proposers will have their own individual folder library for uploading their submissions. Proposers will not have editing capabilities in SharePoint and permissions will be restricted to read only and file sharing.

2.9.4. PRELIMINARY ATC SUBMITTALS

A Proposer may submit preliminary descriptions of potential ATCs ("Preliminary ATC Submittal") to MassDOT for initial feedback prior to preparing a formal ATC Submittal. Each Proposer may submit no more than three (3) Preliminary ATC Submittals for the Service Plazas. The purpose of Preliminary ATC Submittals is to allow Proposers to obtain early input from MassDOT regarding potential ATCs before investing significant effort in developing an ATC Submittal. Preliminary ATC Submittals may be used as the basis for discussion at ATC meetings, but MassDOT may require a Proposer to provide updated or supplemental written materials in advance of any such meeting.

Any Preliminary ATC Submittal shall be submitted using the secure SharePoint channel established by MassDOT. Unless otherwise provided by addendum, any Preliminary ATC Submittal intended to be discussed at an ATC meeting shall be submitted in accordance with the deadlines established by addendum.

Each Preliminary ATC Submittal shall include the following information:

- A. A general description (not to exceed two pages) of the potential ATC, including how the concept would be used in connection with the Project, the proposed location or operational context of the concept (if applicable), and any other information necessary to provide a clear understanding of the potential ATC; and
- B. Conceptual sketches, drawings, or other descriptive information (if applicable) illustrating the configuration or operation of the potential ATC.

Preliminary ATC Submittals shall not constitute ATC Submittals pursuant to Section 2.9.5 of the ITP, and a Proposer that wishes to incorporate an ATC in its Proposal must submit an ATC Submittal in accordance with Section 2.9.5 of the ITP, subject to any limitation on the number of ATC Submittals set forth therein.

Within five (5) Business Days after the ATC meeting, MassDOT will provide an informal response indicating one of the following:

- i. The Preliminary ATC Submittal is not suitable for further consideration as an ATC Submittal, together with an appropriate explanation;
- ii. The Preliminary ATC Submittal requires additional discussion at the next ATC meeting and MassDOT may identify additional information required prior to the next meeting; or
- iii. The Preliminary ATC Submittal may proceed as an ATC Submittal, and MassDOT may identify additional information that should be included in the ATC Submittal.

Any feedback provided by MassDOT regarding a Preliminary ATC Submittal is advisory only and shall not constitute approval or conditional approval of an ATC. Approval of any ATC may occur only through the ATC review and determination process described in this Section 2.9 of the ITP.

2.9.5. ATC SUBMITTAL REQUIREMENTS

Proposers may submit ATCs (“ATC Submittals”) for review until the deadline established by addendum. Each Proposer may submit no more than three (3) ATC Submittals for the Service Plazas. Proposers are encouraged to submit ATC Submittals as early as practicable. ATC Submittals are not limited to concepts previously submitted as Preliminary ATCs. Submission of a Preliminary ATC Submittal is not required as a condition to submitting an ATC Submittal. ATC Submittals shall be made via the secure SharePoint channel established by MassDOT.

Each ATC Submittal shall be marked and clearly identified as confidential, and shall include a cover sheet identifying the Proposer and the ATC title/number. MassDOT may reject or decline to review ATC Submittals that are not clearly labeled or do not include the minimum information required by this Section 2.9 of the ITP.

If a Proposer submits concepts that are interdependent, the Proposer shall identify the interdependencies and explain why implementation of one concept depends on the approval of another. MassDOT may, in its sole discretion, treat interdependent concepts as a single ATC for review purposes, or MassDOT may require that such concepts be separated into individual ATCs capable of independent evaluation. Failure to identify interdependent components may result in rejection of the ATC Submittal in whole or in part.

2.9.6. MINIMUM ATC CONTENT REQUIREMENTS

Each ATC Submittal shall include sufficient information for MassDOT to evaluate the ATC and shall include, at a minimum:

- A. **Identification.** A sequential ATC identification number and title.
- B. **Description.** A clear narrative description of the ATC and, as applicable, conceptual sketches/drawings or other descriptive information.
- C. **Usage.** The Service Plaza location(s) and/or operational context(s) in which the ATC would be implemented.
- D. **Deviations and References.** Specific references to each requirement in the BTC that is inconsistent with the ATC, together with an explanation of the deviation and the proposed approach to address the requirement.
- E. **Justification and Equal To or Better Analysis.** An analysis justifying the ATC and explaining why the deviation should be allowed, including how the ATC is equal to or better than the BTC on an overall basis.
- F. **Impacts.** A preliminary qualitative and (where reasonably available) quantitative discussion of impacts to schedule/phasing, customer experience, safety, environmental compliance/permitting, operations, maintenance, lifecycle cost, durability, and revenue generation and sustainability.
- G. **Third-party Interfaces.** Identification of any third-party approvals, agreements, or interfaces that would be required to implement the ATC as distinct from such approvals, agreements, or interfaces required to implement the BTC (including Utility Owners, Governmental Approvals, and Environmental Approvals, as applicable).
- H. **Additional Risk.** A description of any added risks to MassDOT or third parties associated with implementation of the ATC and the Proposer's proposed approach to manage such risks.
- I. **Comparable Use.** A description of other projects (if any) where the ATC has been used under comparable circumstances, the degree of success and failure, and owner reference contact information (if available).
- J. **Interdependencies.** If the ATC Submittal is interdependent with any other concept, an explanation of the interdependencies and the effect of such interdependencies on the BTC.
- K. **Presentation Materials.** If applicable, a digital copy of any three-dimensional video, PowerPoint, or other graphic presentation presented at any ATC meeting relating to the ATC Submittal.

- L. **Requested Supplemental Information.** Any additional information requested by MassDOT in connection with any prior ATC meeting or preliminary ATC response relating to the ATC Submittal.
- M. **Final Submission.** All supporting documents and plans included with ATC Submittal shall be clearly marked “Final Submission” and dated.

MassDOT may request additional information regarding an ATC at any time.

2.9.7. FINAL SUBMISSIONS OF ATCs

Final ATC Submittals shall be clearly identified as a “Final Submission,” marked confidential, and submitted by the applicable deadline identified in the Procurement Schedule or otherwise established by addendum. The Final ATC Submittal must contain sufficient information for MassDOT to render a determination, and shall include all relevant materials, including the narrative description, technical information, drawings, and any applicable materials presented during ATC meetings. Proposers shall submit Final ATC Submittals via the secure SharePoint channel established by MassDOT.

If MassDOT requires clarification of a Final ATC Submittal, the Proposer shall respond within two (2) Business Days, or such other period as MassDOT may specify in writing.

MassDOT will use reasonable efforts to provide its determination regarding each Final ATC Submittal within the time established by addendum.

2.9.8. ATC REVIEW AND DETERMINATIONS

MassDOT will use reasonable efforts to provide a brief written response to each complete and responsive Final ATC Submittal within a reasonable time.

MassDOT’s response will be limited to one of the following determinations which MassDOT will make in its discretion:

- A. the Final ATC Submittal, as submitted, is acceptable for inclusion in the Proposal (with such conditions or requirements as may be identified, if any, by MassDOT in its response);
- B. the Final ATC Submittal is not acceptable for inclusion in the Proposal;
- C. the Final ATC Submittal is not acceptable in its present form for inclusion in the Proposal, but may be acceptable upon the satisfaction, in MassDOT’s sole discretion, of certain conditions identified by MassDOT in its response, all of which must be made through a new ATC Submittal; or
- D. the Final ATC Submittal does not qualify as an ATC but may be included in the Proposer’s Proposal without an ATC because it appears to be within the requirements of the RFP.

MassDOT's determination regarding any Proposer's Final ATC Submittal is conclusive as to the acceptability of that ATC for inclusion in the Proposal.

Approval of a Final ATC Submittal will constitute a change to specific requirements of the BTC requirements associated with the approved Final ATC Submittal for that specific Proposer. Each Proposer is responsible for ensuring that its Technical Proposal complies with the requirements of the RFP, as modified by MassDOT's written determination with respect to any approved ATCs (including any conditions, modifications or other requirements identified by MassDOT).

MassDOT's rejection of a Final ATC Submittal will not entitle the Proposer to an extension of the Technical Proposal Due Date or any other deadline; provided, however, that the foregoing shall not limit MassDOT's sole right to modify the Technical Proposal Due Date or any other date in connection with this procurement.

If a Final ATC Submittal is not accepted based on a MassDOT determination pursuant to item (C) above, and a Proposer wishes to resubmit or modify such ATC Submittal then the Proposer shall resubmit the modified ATC Submittal with the same number, but annotating the modification by attaching a letter to the ATC number (e.g., ATC 1, as modified by ATC 1A, ATC 1B, etc., in alphabetical order). Resubmissions or modifications shall be limited to a maximum of two (2) additional resubmissions.

Each Proposer, by submission of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to: (i) MassDOT's determination as to the acceptability of ATCs for its Proposal; (ii) MassDOT determination as to the acceptability of ATCs submitted by any other Proposer; or (iii) the Contract Award to the extent such award is based on consideration or rejection of any ATC by the Proposer or by any other Proposer.

2.9.9. INCORPORATION OF ATCs INTO THE TECHNICAL PROPOSAL

A Proposer may only incorporate ATCs in its Technical Proposal that MassDOT has approved (or conditionally approved), and the Proposer shall clearly identify each approved ATC incorporated into its Technical Proposal and cross-reference the Technical Proposal sections affected by the ATC.

If MassDOT approves an ATC subject to conditions, the Proposer shall incorporate such conditions into its Technical Proposal. Except for incorporating approved ATCs, the Technical Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP or Contract Documents.

2.9.10. THIRD-PARTY APPROVALS

If an approved ATC cannot be implemented including due to (i) infeasibility, (ii) failure to obtain required third-party approvals, or (iii) failure to satisfy any conditions of MassDOT approval, the Selected Proposer shall be required to comply with the original requirements of the Contract Documents (without regard to the ATC) without entitlement to additional time or compensation, except to the extent expressly provided in the Lease. If an approved ATC is incorporated into the Technical Proposal of the Selected Proposer, any additional costs, redesign, rework, third-party

coordination, permitting, or related impacts resulting from such ATC shall be borne solely by the Selected Proposer, without cost or liability to MassDOT except to the extent expressly provided in the Lease.

2.9.11. MASSDOT’S RIGHT TO MODIFY

An ATC shall not take advantage of an error, ambiguity, omission, or other mistake in the RFP or Contract Documents. If MassDOT determines, in connection with an ATC or otherwise, that the RFP contains an error, ambiguity, or mistake, MassDOT reserves the right to modify the RFP by addendum regardless of any impact on a proposed ATC, and such correction shall not be deemed a breach of confidentiality obligations with respect to ATCs.

2.9.12. CONFIDENTIALITY

Subject to Applicable Law (including the Public Records Law) and the terms of this RFP, MassDOT will treat all properly marked ATC Submittals and related communications as confidential during the procurement process. All ATC Submittals shall remain confidential until Contract Award, except as otherwise required by Applicable Law.

Proposers shall not make any public announcement or disclosure to third parties concerning any ATC Submittal until the earlier of: (i) the Selected Proposer’s execution of the Transition Agreement and Lease; or (ii) receipt of MassDOT’s written authorization of such announcement or disclosure.

2.9.13. PROPOSER RESPONSIBILITY AND RESPONSIVENESS

Nothing in this Section 2.9 of the ITP obligates MassDOT to accept any ATC, to meet with any Proposer regarding any ATC, or to provide preliminary feedback. Approval (including conditional approval) or rejection of an ATC is at MassDOT’s sole discretion.

Each Proposer is responsible for ensuring that its Technical Proposal complies with the requirements of this RFP, as modified only by (i) addenda issued under Section 2.7 of the ITP and (ii) MassDOT’s written ATC determination letters applicable to that Proposer (including any conditions).

Inclusion of an unapproved ATC, or failure to comply with MassDOT’s conditions of approval, may render a Technical Proposal non-responsive, in MassDOT’s discretion.

2.10. RULES OF CONTACT

Starting on the date of issuance of this RFP and ending on the earliest of (i) Contract Award, (ii) rejection of all Proposals by MassDOT, or (iii) cancellation of the procurement, the following rules of contact shall apply to all Proposers and their Team Members. These rules are designed to protect the integrity of the procurement and to avoid any actual or perceived unfair advantage, bias, conflict of interest, or impropriety during the procurement process. Contact includes face-to-face, electronic platform meetings, telephone, e-mail, text messages, or other formal or informal written communication.

The specific rules of contact are as follows:

- A. No Proposer, or any of its Team Members, may communicate with another Proposer or its Team Members with regard to this RFP or either team's Proposal, except that (1) contractors and subtenants that are shared between two or more Proposer teams may communicate with their respective Team Members so long as those Proposers establish and adhere to a protocol to ensure that the shared Team Members do not act as a conduit of information between the teams, and (2) this prohibition does not apply to public discussions regarding the RFP at MassDOT sponsored pre-proposal meetings or site visits that are open to all Proposers.
- B. Pursuant to Section 2.4.2 of the ITP, each Proposer shall appoint an Authorized Representative responsible for contact with MassDOT and shall correspond with MassDOT regarding this RFP only through MassDOT's Designated Project Representative and Authorized Representative. No other Proposer representative or Team Member shall communicate with MassDOT regarding this procurement unless expressly authorized in writing by MassDOT's Designated Project Representative.
- C. No Proposer or representative thereof shall have any ex parte communications regarding the RFP, the Transition Agreement, the Lease, or the procurement described herein with any member of the MassDOT Board of Directors, the P3 Commission, or with any MassDOT staff, advisor, contractor, evaluator or consultant, whether or not directly involved in the procurement, except for communications expressly permitted by the RFP or expressly approved in writing in advance at MassDOT's Designated Project Representative's sole discretion. The foregoing restriction shall not preclude communications on matters demonstrably unrelated to this procurement, provided that such communications do not concern the RFP, the Transition Agreement, the Lease, any Proposal, any ATC, any evaluation matter, or any issue that could reasonably be viewed as conferring an unfair advantage relative to the RFP. The foregoing shall not restrict participation in duly noticed public meetings of MassDOT, the MassDOT's Board of Directors, or the P3 Commission.
- D. The Proposers shall not contact employees, representatives, or members of the professional services firms identified in Table 3 of the ITP, or any other advisor or consultant retained by MassDOT in connection with the Project, this RFP, or the procurement, except as expressly authorized in writing by MassDOT's Designated Project Representative. The foregoing restriction shall not preclude communications on matters demonstrably unrelated to this procurement, provided that such communications do not concern the RFP, the Transition Agreement, the Lease, any Proposal, any ATC, any evaluation matter, or any issue that could reasonably be viewed as conferring an unfair advantage relative to the RFP.

- E. Proposers are advised to broadly construe the intended scope of these rules of contact. Any communications determined by MassDOT, in its sole discretion, to violate this Section 2.10 of the ITP or otherwise to be improper may result in disqualification of the Proposer, rejection of a Proposal, or such other action as MassDOT determines appropriate under this RFP or Applicable Law.
- F. Any official information regarding the Project or this procurement will be disseminated only by MassDOT. Any official correspondence will be in writing from MassDOT’s Designated Project Representative or his or her designee.
- G. MassDOT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified in this RFP, and Proposers rely on any such communication at their own risk.
- H. Proposers shall not contact any U.S. DOT or FHWA program office, representative, or consultant regarding this procurement.
- I. Without limiting anything in this RFP or Applicable Law, Proposers shall avoid engaging in any conduct or communication relating to this procurement that could reasonably be determined by MassDOT to create a perception of unfair advantage, bias, impropriety, conflict of interest, or misuse of non-public information. If a Proposer has any questions or concerns in this regard, the Proposer shall notify MassDOT’s Designated Project Representative in writing before engaging in the conduct or communication at issue.
- J. MassDOT may implement internal protocols restricting procurement-related communications by MassDOT personnel, advisors, and consultants. Proposers acknowledge that MassDOT may direct that procurement-related communications be routed solely through MassDOT’s Designated Project Representative and may take any other steps it determines necessary to preserve the fairness and integrity of the procurement.
- K. Selection Committee members, Subject Matter Experts, Facilitators and the Final Review Team will be required to disclose all necessary communication with Proposers and their Affiliates in connection with ongoing projects or pre-existing matters unrelated to the RFP.

Table 3: Professional Services Firms	
AECOM Technical Services, Inc	Greenberg Traurig, LLP
Greystone Select Inc./dba Greystone Management Solutions	HDR Engineering, Inc

Howard Stein Hudson Associates, Inc	McArthur Environmental Consulting, LLC
Nelson Mullins Riley & Scarborough LLP	Weston & Sampson Engineers, Inc
Wind River Environmental, LLC	

2.11. CONFIDENTIALITY/PUBLIC INFORMATION ACT DISCLOSURE REQUESTS

2.11.1. DISCLOSURE WAIVER

Each Proposer, by submitting a Proposal or any other information to MassDOT in respect of the RFP, consents to the disclosures described in this RFP, including this Section 2.11 of the ITP and all other disclosures required by law, and expressly waives any right to contest, impede, prevent, or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing, or delaying such disclosure, under Mass. Gen. Laws, ch. 66 (the Massachusetts Public Records Law or “Public Records Law”) or any other law relating to the confidentiality or disclosure of information. By submitting information to MassDOT in respect of the RFP, each Proposer agrees that under no circumstances will MassDOT be responsible or liable to a Proposer or any other party as a result of disclosing any such materials. Each Proposer hereby further agrees to assist MassDOT in complying with these disclosure requirements.

2.11.2. OBSERVERS DURING EVALUATION

Proposers are advised that observers from public agencies may observe the Technical Proposal and Financial Proposal evaluation process and will have the opportunity to review the Technical Proposals and Financial Proposals after the Technical Proposal Due Date and Financial Proposal Due Date. Outside observers will be required to sign MassDOT’s standard non-disclosure and confidentiality agreement.

2.11.3. PUBLIC DISCLOSURE OF PROPOSAL DOCUMENTS

After Contract Award, or in the event that the procurement is cancelled by MassDOT, MassDOT shall have the right to publicly disclose any and all portions of all the Proposals and other information MassDOT receives in respect of the RFP. MassDOT will not disclose material deemed confidential by MassDOT in accordance with Section 2.11.4 of the ITP, unless otherwise required by law. MassDOT’s rights to use Proposal materials and Proposer’s rights, if any, to receive a Stipend shall be governed solely by Section 5.3 of the ITP and the Stipend Agreement.

2.11.4. DISCLOSURE PROCESS FOR REQUESTS UNDER THE PUBLIC RECORDS LAW

MassDOT shall comply with the disclosure limitations set forth in G.L. c. 6C, Section 63 relative to Proposals except to the extent earlier disclosure is required by Applicable Law.

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to MassDOT during this procurement process, including as part of the response to this RFP, become the property of MassDOT upon their receipt by MassDOT and will not be returned to the submitting parties. Except as provided in the Public Records Law, all materials submitted to MassDOT are subject to release as public records. Proposers shall familiarize themselves with the provisions of the Public Records Law. In no event shall MassDOT, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a Proposer or Proposer Team Member for the disclosure of all or a portion of a Proposal, or related information submitted during this procurement.

If a Proposer has special concerns that are justified under Applicable Law about information which it desires to make available to MassDOT but which it believes constitutes a trade secret, proprietary information, or confidential commercial or financial information excepted from disclosure, such responding Proposer shall specifically and conspicuously designate that information by placing **“TRADE SECRET - PROPRIETARY”** in the header or footer of each such page affected and by identifying such trade secret, proprietary information, or confidential commercial or financial information in the Technical Proposal Cover Letter and the Financial Proposal Cover Letter. Proposers shall not indiscriminately or unnecessarily include “trade secret – proprietary” designations on portions of their Proposals. A Proposer’s failure to make the required designation shall constitute a waiver of any claimed exception from public disclosure. MassDOT reserves the right to make its own determination, in accordance with Applicable Law, as to whether any information designated by a Proposer as **“TRADE SECRET - PROPRIETARY”** is exempt from disclosure. Nothing contained in this provision shall modify or amend requirements and obligations imposed on MassDOT by the Public Records Law or other Applicable Law. The provisions of Applicable Law, including the Public Records Law, shall control in the event of a conflict between the terms of such laws and the terms of this RFP.

A Proposer may request a review by MassDOT, prior to submission of a Proposal, of information that the Proposer has identified as confidential or proprietary for a non-binding determination whether such information is subject to disclosure under G.L. c. 66, § 10 or G.L. c. 4, §7(26).

If MassDOT receives a request for public disclosure of all or any portion of a Proposal or its related information that is designated as “trade secret – proprietary,” MassDOT may release such information ten (10) Business Days after the date of MassDOT’s written notice to the Proposer informing them of the forthcoming release, unless the Proposer has, within such ten (10) Business Day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the information. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Proposers will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical.

The Proposer shall be permitted, at its own expense, to initiate, intervene in or defend any action seeking release of the records it believes to be confidential information. In any instance where the Proposer objects to or opposes disclosure, the Proposer shall indemnify, defend, and hold harmless MassDOT and its agents and employees from all judgments awarded against MassDOT and all costs and expenses, including costs for MassDOT’s in-house legal staff and other personnel and the fees of outside counsel, incurred by MassDOT to respond to or resist the requested disclosure.

This indemnification survives MassDOT’s cancellation or termination of this procurement or award and subsequent execution of a Lease. In submitting a Proposal or any other information to MassDOT, the Proposer agrees that this indemnification survives as long as the trade secret, proprietary information is in the possession of MassDOT.

MassDOT shall not under any circumstance be responsible for securing a protective order or other relief enjoining the release of any information provided by a Proposer, including information marked “trade secret – proprietary”, nor shall MassDOT be in any way financially responsible for any costs associated with securing any such order or for any loss associated with the release of information marked “trade secret – proprietary” or otherwise.

2.12. IMPROPER CONDUCT

2.12.1. NON-COLLUSION

Neither the Proposer nor any of its Team Members shall undertake any of the prohibited activities identified in the Affidavit of Non-Collusion (*see Attachment B, Form E-1 and E-2*).

2.12.2. PERSONAL CONFLICTS OF INTEREST

Massachusetts General Laws Chapter 268A (the “Conflict of Interest Law”) governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of each Proposer to ensure compliance with the Conflict of Interest Law and avoid any conduct which might result in or give the appearance of creating for Board members, officers, employees or representatives of MassDOT in their relationship with the Proposer any conflicts of interest or favoritism or any conduct which might result in a Board member, officer, employee or representative failing to comply with the Conflict of Interest Law. Non-compliance with the terms of the Conflict of Interest Law shall constitute a material breach of this provision and may result in disqualification in MassDOT’s sole discretion.

For purposes of this solicitation, it is understood and agreed that no gift, loan, or other thing has been or will be given to any employee, agent, or officer of MassDOT by the Proposer or its employees, subcontractors, or agents in connection with the award or performance of the Transition Agreement or the Lease. It is further understood and agreed that no Board member, officer, or employee of MassDOT; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts; no officer, employee, or elected official of the Commonwealth of Massachusetts; no executive or legislative representative of any city, county, or town of the Commonwealth; and no member or delegate to the Congress of the United States during his or her tenure shall have any interest, direct or indirect, in the Lease or the proceeds thereof.

2.12.3. ORGANIZATIONAL CONFLICTS OF INTEREST

The Proposer is responsible for disclosing all of the Proposer team’s potential organizational conflicts of interest in the appropriate location of the Technical Proposal Cover Letter and the Financial Proposal Cover Letter. In addition, the Proposer shall certify on Form F-1 and Form F-2 (Conflict of Interest Certifications) that, other than disclosures made in the Technical Proposal Cover Letter and Financial Proposal Cover Letter, no additional real or perceived conflicts of

interest exist in relation to services under MassDOT Bid No. BD-26-1030-0H100-H001-127274 for Service Plazas Concessionaire. A potential organizational conflict of interest may occur in any of the following instances:

- A. When a Proposer Team Member is unable, or potentially unable, to provide the services called for by this RFP to MassDOT due to other activities, relationships, contracts, or circumstances;
- B. When a Proposer Team Member has an unfair competitive advantage through obtaining access to nonpublic information during the performance of a different contract than the Transition Agreement and Lease that are the subject of this RFP; or
- C. When, during the conduct of an earlier procurement, a Proposer Team Member has established the ground rules for this RFP by developing specifications, evaluation criteria, or similar requirements.

If a potential or real organizational conflict of interest is determined to exist that cannot be neutralized or mitigated, the firm or firms subject to the potential or real organizational conflict of interest will be ineligible to participate in this procurement. By submitting information to MassDOT in respect of the RFP, each Proposer agrees that any determinations rendered by MassDOT regarding organizational conflicts of interest will be final and binding.

At the earliest practicable time, each Proposer must disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest for any Proposer Team Member. If there is a potential conflict of interest, the Proposer must state how such Proposer Team Member's interests, or those of its chief executive, directors, Key Personnel, or any proposed subcontractor may result in, or could be viewed as, an organizational conflict of interest.

MassDOT will analyze any potential organizational conflicts of interest for the Proposers in order to avoid, neutralize, or mitigate potential conflicts before Contract Award. In addition, any firm that is rendered ineligible to participate in this RFP or contract with MassDOT due to any state or federal action is ineligible to participate with any Proposer team.

By submitting its Proposal, each Proposer, and each of its Major Participants, Key Personnel, and other Team Members identified in its Proposal, agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to MassDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflict. If an organizational conflict of interest that the Proposer, or any Major Participant, Key Personnel, or other proposed Team Members identified in its Proposal, knew or should have known about but did not disclose is determined to exist during the procurement process, MassDOT may, at its sole discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer, or any Major Participant, Key Personnel, or other proposed Team Members identified in its Proposal, knew or should have known about but did not disclose exists and the Proposer has entered into the Transition Agreement or the Lease,

MassDOT may, at its sole discretion, cancel the Transition Agreement or the Lease. In either case, MassDOT may avail itself of any remedies it may have at law or in equity.

The Selected Proposer shall not subcontract at any tier any portion of the Transition Agreement or the Lease to: (1) any firms that are found by MassDOT to be ineligible to participate in this procurement; or (2) any professional services firm noted in Table 3 of the ITP.

2.12.4. EQUITABLE TREATMENT OF PROPOSERS

Proposers are assured that, during the procurement process (including the processes for evaluation of Proposals), MassDOT will not engage in conduct that treats any Proposer inequitably.

2.13. CHANGES IN PROPOSER’S ORGANIZATION OR KEY PERSONNEL

Between the Technical Proposal Due Date and Contract Award, MassDOT will consider, at its sole discretion, requests by Proposers to make changes in the Proposers’ organization or Key Personnel, including, without limitation, additions, deletions, reorganizations, and/or role changes in the organization, or changes in the Key Personnel identified in the Technical Proposal, only in unusual circumstances beyond the Proposer’s control and only to the extent MassDOT determines that such change will not prejudice the fairness, integrity, or competitiveness of the procurement or evaluation process. For purposes of ensuring the integrity of the procurement and evaluation process, Proposers shall not make changes in their organizations or Key Personnel prior to Contract Award without providing reasonable written justification to MassDOT’s Designated Project Representative. After Contract Award, the Selected Proposer shall not make changes in its organization or Key Personnel without MassDOT’s prior written consent, which shall not be unreasonably withheld, in accordance with the Transition Agreement or Lease.

3. SUBMITTAL REQUIREMENTS

3.1. GENERAL SUBMITTAL REQUIREMENTS

MassDOT expects Proposals submitted in response to this RFP to provide enough information about the requested items so as to allow MassDOT to evaluate the Proposals and identify the Selected Proposer.

The Proposal shall include the Proposer’s complete response to the RFP. Detailed requirements and organization for the Proposal are set forth in Section 3.2 of the ITP and Attachment A.

The Proposal shall consist of a Technical Proposal and a Financial Proposal, each submitted in accordance with the requirements of the RFP including Attachment A.

Proposals shall be clearly indexed and organized so that the materials for each Service Plaza can be reviewed and evaluated separately in accordance with this RFP. Each Proposal shall be clearly titled and identified and shall be submitted without reservations, qualifications, or conditions except as expressly permitted by this RFP. Any failure to provide all required information and all completed forms in the format specified by this RFP, or the submittal of a Proposal subject to any reservations, qualifications, conditions, exceptions, or deviations, may result in MassDOT’s rejection of the Proposal or giving it a lower rating.

A Proposer shall not be entitled to the benefit of, and MassDOT shall not be bound by, reservations, qualifications, or conditions, stated in a Proposal unless expressly accepted by MassDOT in writing. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made to preprinted information in the Proposal forms.

3.1.1. PROPOSAL SUBMITTAL

Proposers shall ensure that one electronic copy of the Technical Proposal and one electronic copy of the Financial Proposal are received by MassDOT at or before the time specified in the Procurement Schedule. Technical Proposals must be submitted using the secure SharePoint channel established by MassDOT. Financial Proposals must be submitted via COMMBUYS. Proposers may modify or withdraw their Technical Proposal or Financial Proposal, but only if the modification or withdrawal is made prior to the applicable due date.

The Technical Proposal and the Financial Proposal shall be submitted separately in accordance with the Procurement Schedule. Each electronic file comprising the Proposal shall be clearly labeled to indicate its contents.

The only acceptable evidence to establish the time of Proposal submission is the date and time generated by SharePoint or COMMBUYS, as applicable, at the time the Technical Proposal and Financial Proposal are uploaded. Technical Proposals and Financial Proposals will be accepted before the Technical Proposal Due Date and Financial Proposal Due Date, respectively, as specified in the Procurement Schedule. Any Proposals received after the applicable due date will not be considered.

Proposers are solely responsible for assuring that MassDOT receives their Proposal via SharePoint or COMMBUYS, as applicable, by the specified delivery date and time. MassDOT is not responsible for delays in delivery or other occurrences beyond the control of MassDOT.

Proposals shall be submitted exclusively in the English language, including English units of measure, and financial terms in United States of America dollar denominations.

3.1.2. COMMITMENTS IN THE PROPOSAL

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process because they do not indicate a firm commitment.

3.1.3. SIGNATURES REQUIRED

The Technical Proposal Cover Letter and Financial Proposal Cover Letter shall be signed by all Major Participants and shall be accompanied by evidence of signatory authorization as specified therein.

3.1.4. CONSEQUENCES OF FAILURE TO FOLLOW REQUIREMENTS

Failure to submit the Proposal as described in Section 3.1 of the ITP may result in an inadvertent early opening of the Proposal, or any portion thereof, and may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, which result from any inadvertent opening, mislabeling, or other delivery or formatting error if MassDOT determines that the Proposer did not follow the foregoing instructions. It is solely the Proposer's responsibility to ensure that MassDOT receives its Technical Proposal and Financial Proposal prior to the applicable due dates.

3.1.5. REQUIREMENT TO SUBMIT COMPLIANT PROPOSAL

The Proposal may not include any qualifications, conditions, exceptions to, or deviations from the requirements of the RFP other than approved ATCs in accordance with Section 2.9 of the ITP or revisions expressly authorized pursuant to Section 4.9 of the ITP. If the Proposal does not fully comply with the instructions and rules contained in the RFP, including the attachments, it may be considered non-responsive or non-compliant. Any Proposal that contains a material alteration, as determined by MassDOT in its sole discretion, to the ITP forms will be considered non-responsive and non-compliant. Alterations that have been approved in writing in advance by MassDOT shall be permitted.

If a Proposal is deemed non-responsive or non-compliant, MassDOT may disqualify the Proposal from further consideration, in its sole discretion. Such disqualification or rejection shall not, by itself, result in forfeiture of the Proposal Security except as expressly provided in Section 3.3 of the ITP.

Each Proposal shall be submitted in the format that is specified by MassDOT in this RFP. The Proposer shall provide electronic signatures in its Proposal submitted to MassDOT. Multiple or alternate Proposals may not be submitted.

Proposals may be considered non-responsive or non-compliant and may be rejected for any of the following reasons:

- A. If the Proposal is submitted in any way other than that specified by MassDOT, if it is not properly signed, if any part of the Proposal is missing from the respective package, and/or if the Proposal otherwise does not meet the submittal requirements;
- B. If MassDOT determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including, illegible text, omissions, erasures, alterations, or items not called for in the RFP, or unauthorized additions;
- C. If multiple or alternate Proposals are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into a Transition Agreement following award;
- D. If requested information deemed material by MassDOT is not provided; and

- E. Any other reason MassDOT determines the Proposal to be non-compliant, in MassDOT's sole discretion.

3.1.6. FORMAT

The Proposal shall contain concise written material and pictures, drawings, or other graphics enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Proposal are essential. The Proposal shall be organized and formatted in a manner that permits efficient review and evaluation by MassDOT. The Proposer shall follow the instructions in Attachment A for the format and content requirements of the Proposal.

3.2. PROPOSAL CONTENTS

3.2.1. GENERAL

Each responding Proposer shall submit its Proposal in the format and with the content required in Attachment A.

The Technical Proposal shall consist of the Technical Proposal Cover Letter (Form A-1), the Technical Proposal Executive Summary, and Proposal Parts 1 through 5 (including required forms).

The Financial Proposal shall consist of the Financial Proposal Cover Letter (Form A-2), the Financial Proposal Executive Summary, Proposal Part 1A (including required forms) and Proposal Parts 6 through 9 (including required forms).

Standard corporate brochures, awards, licenses, and marketing materials should not be included in the Proposal.

3.2.2. EXECUTIVE SUMMARIES

A. TECHNICAL PROPOSAL

The Proposer shall submit a Technical Proposal Executive Summary that contains sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and technical requirements of the Transition Agreement and the Lease. The Proposer shall limit the Technical Proposal Executive Summary to no more than seven (7) pages, inclusive of text, photographs, and renderings. The Proposer is encouraged to highlight those items which, in the opinion of the Proposer, represent significant value to the Project and which may distinguish its Technical Proposal from those of other Proposers. **The Technical Proposal Executive Summary shall not contain any pricing information.**

The Technical Proposal Executive Summary shall include a brief, comprehensive summary of pertinent information from the Technical Proposal, as described below.

- **Proposal Overview Statement.** A summary of the Technical Proposal organization and contents.

- **Proposer Information and Certifications.** A summary of the legal structure of the Proposer, agreements among the Proposer Team Members, and the legal commitments to the Project.
- **Technical Approach.** A summary of the Proposer’s overall approach and key elements of the Technical Proposal.

The Technical Proposal Executive Summary shall be suitable for presentation to, and for review by, MassDOT’s Board of Directors. As it may be released to the media after Contract Award, sensitive or confidential information that may be misused, misconstrued, or misrepresented should not be included or discussed in the Technical Proposal Executive Summary.

B. FINANCIAL PROPOSAL

The Proposer shall submit a Financial Proposal Executive Summary, written in a non-technical style, with its Financial Proposal that contains sufficient information to familiarize reviewers with both financial and non-financial backgrounds with the Proposer’s Project approach and its ability to satisfy the legal and financial requirements of the Transition Agreement and the Lease. The Proposer shall limit the Financial Proposal Executive Summary to no more than seven (7) pages, inclusive of text, photographs, and renderings. The Proposer is encouraged to highlight those items which, in the opinion of the Proposer, represent significant value to the Project and which may distinguish its Financial Proposal from those of other Proposers. The Financial Proposal Executive Summary shall not contain any detailed pricing schedules or proprietary financial terms that are otherwise set forth in the Financial Proposal.

The Financial Proposal Executive Summary shall include a brief, comprehensive summary of pertinent information from the Financial Proposal, as described below.

- **Proposal Overview Statement.** A summary of the Financial Proposal organization and contents.
- **Minimum Annual Guaranteed Rent and Revenue Share Rent.** A summary of the Proposer’s proposed Minimum Annual Guaranteed Rent and Revenue Share Rent payable to MassDOT. The summary should be presented in a manner understandable to reviewers without specialized financial expertise.
- **Financing Plan Summary.** A summary of the Proposer’s Financing Plan including the proposed sources of funding (e.g., equity, debt, or any other sources of capital), the overall financing structure, and the Proposer’s approach to achieving Financial Close by the deadline specified in the Procurement Schedule.
- **Minimum Capital Investment Commitment Amount Summary.** A summary of the Proposer’s Minimum Capital Investment Commitment Amount and overall approach to the Redevelopment Improvements, including for each Service Plaza.
- **Insurance Approach.** A summary of the Proposer’s approach to meeting the insurance requirements of the Transition Agreement and the Lease including

confirmation that the Proposer has engaged a qualified insurance broker or consultant to evaluate such requirements.

The Financial Proposal Executive Summary shall be suitable for presentation to, and for review by, MassDOT's Board of Directors. As it may be released to the media after Contract Award, sensitive or confidential information that may be misused, misconstrued, or misrepresented should not be included or discussed in the Financial Proposal Executive Summary.

3.3. PROPOSAL SECURITY AND FINANCIAL CLOSE SECURITY

The Proposer shall provide Proposal Security for its commitment to enter into the Lease and the Transition Agreement in accordance with this RFP and its Proposal commitments, in the form of Form L (Proposal Bond) or Form M (Proposal Letter of Credit). The Proposal Security shall be in the amount of \$1,000,000 for the Service Plazas, and shall be issued in favor of MassDOT, and shall otherwise be in form and substance acceptable to MassDOT.

The Proposal Security shall be issued by an Eligible Security Issuer, and the Proposer shall deliver, together with its Proposal Security, evidence demonstrating that each issuer of the Proposal Security is an Eligible Security Issuer. If, at any time following the Proposer's submission of its Proposal Security to MassDOT, any issuer ceases to be an Eligible Security Issuer (or is determined by MassDOT not to be an Eligible Security Issuer), the Proposer shall promptly notify MassDOT in writing via e-mail of such change (or, if applicable, MassDOT shall notify the Proposer), and within fifteen (15) days after such notice, the Proposer shall deliver to MassDOT new Proposal Security from a replacement Eligible Security Issuer. Upon MassDOT's receipt of such replacement Proposal Security, MassDOT shall promptly return the replaced Proposal Security to the Proposer. MassDOT's failure to notify the Proposer regarding the ineligibility of an Eligible Security Issuer shall not relieve the Proposer from the obligation to provide replacement Proposal Security.

By submitting its Proposal, each Proposer understands and agrees that forfeiture of the Proposal Security in accordance with this Section 3.3 of the ITP shall constitute liquidated damages and not a penalty. MassDOT may draw on, collect, or enforce the Proposal Security if the Proposer: (i) withdraws or seeks to withdraw its Proposal during the period in which the Proposal must remain valid; (ii) fails or refuses to execute the Transition Agreement, the Lease, or other documents required by this RFP; (iii) fails or refuses to provide, supplement, or convert its Proposal Security as necessary to establish the Financial Close Security required under Section 3.2 of the Transition Agreement following Contract Award; or (iv) otherwise fails to comply with a material commitment in its Proposal or with the requirements of this RFP, including the requirements in Sections 2.10, 2.11.1, 2.12, and 2.13 hereof. The Proposer acknowledges and agrees that such liquidated damages are reasonable in light of the damages MassDOT would incur as a result of such withdrawal or failures, including delay of the Project, procurement disruption, loss of schedule certainty, and additional legal, technical, financial, and administrative costs, and that such damages would be difficult and impracticable to measure with precision.

If Commercial Close does not occur by the deadline established under the Procurement Schedule, MassDOT may draw on, collect, or enforce the Proposal Security of the Selected Proposer as

liquidated damages, unless such failure is caused solely by MassDOT's failure to satisfy a condition or deliverable expressly required of MassDOT under this RFP.

The Proposal Security of the Selected Proposer and the unsuccessful Proposers shall be returned or released upon the earliest of (the "Proposal Security End Date"): (i) expiration of the Proposal validity period, as may be extended by agreement with such Proposer; (ii) cancellation of the solicitation by MassDOT; (iii) Commercial Close; or (iv) failure of Commercial Close to occur by the deadline specified in the Procurement Schedule due solely to MassDOT's failure to satisfy a condition or deliverable expressly required of MassDOT under this RFP; except, in each case, to the extent the Proposal Security has previously been drawn, collected, or enforced in accordance with this RFP in which case such Proposal Security shall not be returned or released. The foregoing return or release of Proposal Security shall not limit MassDOT's rights with respect to any prior draw, collection, or enforcement of Proposal Security in accordance with this Section 3.3 of the ITP. Each Proposer shall ensure that its Proposal Security is in effect until the Proposal Security End Date.

Financial Close Security shall be delivered by the Selected Proposer at Commercial Close in accordance with Section 3.2 of the Transition Agreement.

3.4. INDEPENDENT PEER REVIEWER

In addition to the other Proposal content required by Attachment A, pursuant to G.L. c. 6C, § 63 (b)(5)(B)(ii), the Proposer is required to identify an independent peer reviewer that will provide additional architectural and engineering services to confirm that the key elements of the professional engineering and architectural design provided by the Selected Proposer are in conformance with the applicable standard of care. The independent peer reviewer's competence and qualifications to provide such services shall be an evaluation factor in the Contract Award.

3.5. MODIFICATIONS, WITHDRAWALS, AND LATE SUBMITTALS

3.5.1. MODIFICATIONS TO A PROPOSAL

A Proposer may modify its Proposal in writing, but only if such modification is submitted prior to the Technical Proposal Due Date or the Financial Proposal Due Date, as applicable, in accordance with Sections 3.1.1 and 3.1.2 of the ITP and as specified in the Procurement Schedule. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered and dated so MassDOT can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, and complete forms as described in Attachment A. Line item changes will not be accepted. No modification shall be accepted if submitted after the Technical Proposal Due Date or the Financial Proposal Due Date, as applicable. No facsimile or other electronically transmitted modifications will be permitted except through SharePoint or COMMBUYS, as applicable, in accordance with this RFP.

3.5.2. WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its Proposal at any time prior to the Technical Proposal Due Date or the Financial Proposal Due Date, as applicable, as specified in the Procurement Schedule. Such withdrawal shall be made by means of a written request signed by the Authorized Representative. Such written request shall be delivered to MassDOT's Designated Project Representative specified in Section 2.4.1 of the ITP. A withdrawal of a Technical Proposal will not prejudice the right of a Proposer to file a new Technical Proposal, provided that it is received before the Technical Proposal Due Date. A withdrawal of a Financial Proposal will not prejudice the right of a Proposer to file a new Financial Proposal, provided that it is received before the Financial Proposal Due Date.

3.5.3. PROPOSAL VALIDITY

A withdrawal of a Technical Proposal or a Financial Proposal in accordance with Section 3.5.2 of the ITP prior to the applicable due date shall not result in forfeiture of the Proposal Security. No Technical Proposal or Financial Proposal may be withdrawn on or after the applicable due date without MassDOT's written consent, and any attempt to do so shall result in forfeiture of the Proposal Security as liquidated damages in accordance with Section 3.3 of the ITP. Proposals (including the Technical Proposal) shall initially be valid for a period of 180 Days after the Financial Proposal Due Date. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

If (i) the Selected Proposer fails to satisfy the conditions for Commercial Close or Financial Close; or (ii) the Transition Agreement or Lease is terminated prior to Financial Close, MassDOT may, in its sole discretion, proceed with selection of another Proposer to receive the Contract Award for the Service Plazas, starting with the next highest-ranked Proposer, and finalize a Transition Agreement and Lease with such Proposer. Upon mutual agreement of MassDOT and such Proposer, the Financial Close deadline may be extended, even if the 180-day Proposal validity period has expired.

3.5.4. LATE PROPOSALS

MassDOT will not consider any late Proposals. Proposals, modifications to Proposals, or withdrawal requests received after the Technical Proposal Due Date or the Financial Proposal Due Date, as applicable, as specified in the Procurement Schedule, will not be considered.

3.6. COSTS NOT REIMBURSABLE

Except as expressly provided in Section 5.3 of the ITP and in the Stipend Agreement included as Attachment B, Form N, the cost of preparing the Proposal and any costs incurred at any time before Contract Award, at Commercial Close, or in connection with post-award deliverables or Financial Close under the Transition Agreement, including costs incurred for presentations or interviews, shall be borne by the Proposer.

If a Proposer is awarded a Contract, such Proposer shall not be entitled to compensation for preparation of its Proposal as provided in the Stipend Agreement.

A Proposer's right to receive a Stipend shall be governed solely by the terms of this RFP and the Stipend Agreement. A Proposer who declines the Stipend shall not be entitled to any compensation, reimbursement, or payment of any kind from MassDOT with respect to its Proposal.

3.7. INSURANCE REQUIREMENTS

Proposers should note that the Transition Agreement and the Lease each contain certain minimum insurance requirements which must be reflected in Proposals. Please refer to Sections 2.2(A), 3.1(A)(6), and 3.3(D)(2) of the Transition Agreement and Article 16 of the Lease for further details.

The Proposal shall contain proof of the Proposer's intent to comply with insurance requirements set forth in the Transition Agreement and the Lease. The proof of intent shall include, at a minimum, a letter from the Proposer's insurance broker or consultant licensed in the Commonwealth of Massachusetts demonstrating the broker's or consultant's qualifications in and experience with the type and scope of insurance issues arising under the Transition Agreement and Lease and certifying that:

- A. The broker or consultant has reviewed the insurance requirements set forth in Sections 2.2(A), 3.1(A)(6), and 3.3(D)(2) of the Transition Agreement and Section 16.1 of the Lease and the Proposer's claims history under the coverages described in the Required Insurance, and states that all of the Required Insurance is commercially available to the Proposer; and
- B. The broker or consultant is prepared to place coverage, on behalf of the Proposer, that complies with such Required Insurance.

The insurance broker or consultant letter shall be submitted as part of the Proposer's Financial Proposal in accordance with Attachment A, Section A10.2 of the ITP. The insurance broker or consultant shall be independent of the Proposer and its Major Participants. The letter shall identify the broker or consultant by name, firm, and contact information (e-mail and phone), shall provide information demonstrating the broker's or consultant's experience with and qualifications for the types and scopes of coverages arising under the Transition Agreement and Lease, and shall be dated no earlier than thirty (30) days prior to the Financial Proposal Due Date. Failure to include a compliant insurance broker or consultant letter may, in MassDOT's sole discretion, render the Proposal non-responsive.

4. PROPOSAL EVALUATION PROCESS AND CRITERIA

4.1. GENERAL

MassDOT's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all Applicable Law governing this procurement.

The Proposal evaluation process will include an initial review of each Technical Proposal for responsiveness. After the responsiveness review is complete, evaluation of each Technical Proposal, including the pass/fail and qualitative evaluation criteria will be conducted. The Financial Proposal will then be evaluated in accordance with this Article 4 of the ITP to determine the Proposal Score.

The process may, at MassDOT's sole discretion, include (i) requests for additional written information or clarification from any Proposer to assist MassDOT in making its evaluation, (ii) oral presentations, (iii) discussions with Proposers who submit Proposals determined to be

reasonably susceptible of being selected for award, (iv) requests for Proposal revisions; (v) MassDOT requests for, and Proposer responses to, a Best and Final Offer; and (vi) other steps that MassDOT determines may assist in identifying the Proposal most advantageous to MassDOT.

The steps in the process and evaluation criteria are set forth in Section 4.2 through Section 4.9 of the ITP. The evaluation and selection process is subject to modification by MassDOT, in its sole discretion.

4.2. SELECTION COMMITTEES

Evaluation of Proposals will be conducted by the Selection Committees. The Selection Committees will be assisted by Subject Matter Experts and Facilitators.

SMEs and Facilitators may include MassDOT staff and outside advisors. SMEs shall have expertise relevant to particular evaluation criteria and may advise the Selection Committees directly on evaluation criteria within their areas of expertise.

Facilitators shall oversee and administer the evaluation process, including SME participation as needed. SMEs and Facilitators shall not rate or score Proposals.

MassDOT will establish a Technical Proposal Selection Committee and a Financial Proposal Selection Committee. The membership of the Technical Proposal Selection Committee and the Financial Proposal Selection Committee shall not overlap. Each Selection Committee shall consist of the number of members determined by MassDOT, and the MassDOT Secretary of Transportation or his designee shall appoint a chairperson for each Selection Committee and Final Review Team (as defined below).

The Technical Proposal Selection Committee shall evaluate and score only the Technical Proposals in accordance with the evaluation criteria set forth in Section 4.6 of the ITP and Attachment A, Sections A2.0 through A6.0. MassDOT may issue written requests for clarification of Technical Proposals in accordance with Section 4.4 of the ITP. The Technical Proposal Selection Committee may participate in oral presentations as set forth in Section 4.7 of the ITP. Technical Proposal Selection Committee members shall independently score Technical Proposals in a sealed scoring environment and not in a live setting with other Technical Proposal Selection Committee members present. The Technical Proposal Selection Committee shall have no access to any Financial Proposals or any information regarding the scoring of the Financial Proposals.

The Financial Proposal Selection Committee shall evaluate and score only the Financial Proposals in accordance with the criteria set forth in Section 4.6 of the ITP and Attachment A, Sections A.7 through A.10. MassDOT may issue written requests for clarification of Financial Proposals in accordance with Section 4.4 of the ITP. Financial Proposal Selection Committee members shall independently score Financial Proposals in a sealed scoring environment and not in a live setting with other Financial Proposal Selection Committee members present. The Financial Proposal Selection Committee shall not engage in discussions or meetings with Proposers.

MassDOT will establish a final review team (the “Final Review Team”) to receive the scoring evaluation worksheets from each Selection Committee, aggregate the scores in accordance with the evaluation criteria, and prepare summary results. The Final Review Team shall not evaluate or

rescore any Proposal. To the extent practicable, the Final Review Team shall not have access to Proposal contents and shall receive scoring information only in anonymized form. The Final Review Team shall not be informed of the identity of the Proposers associated with the Selection Committees' scores for the Proposals during the evaluation process.

All Selection Committee members, SMEs, Facilitators, and members of the Final Review Team shall be subject to applicable confidentiality and conflict of interest requirements established by MassDOT.

4.3. PROPOSAL RESPONSIVENESS REVIEW

Upon receipt, the Proposals will be reviewed for responsiveness to the RFP requirements. The Proposals will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Proposal; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of the Proposer to the requirements set forth in this RFP. MassDOT may request Proposer clarification of any minor informalities, irregularities, and apparent clerical mistakes in accordance with Section 4.4 of the ITP, after which MassDOT may evaluate the Proposal, at MassDOT's sole discretion.

Those Proposals not responsive to this RFP may at MassDOT's sole discretion be excluded from further consideration and the Proposer will be so advised. MassDOT may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

4.4. REQUESTS FOR CLARIFICATION

MassDOT may at any time issue one or more requests for clarification to individual Proposers, requesting additional information or clarification from a Proposer, or may request that a Proposer verify or certify certain aspects of its Proposal. Any requests for clarification shall be in writing to the Authorized Representative as provided in Section 2.4.2 of the ITP. Proposers shall respond to any such requests for clarification within the time as specified by MassDOT in the request. The scope, length, and topics to be addressed in clarifications shall be prescribed by, and subject to the sole discretion of, MassDOT. A Proposer's response to a request for additional information or clarification shall be considered part of the Proposer's Proposal and, if applicable, incorporated into the Contract Documents.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

4.5. PROPOSAL PASS/FAIL EVALUATION

Each Proposal will be evaluated based on the pass/fail evaluation criteria identified in Table 4 of the ITP. Refer to ITP Attachment A, Sections A2.0 and A3.0 for a description of the Proposal submittal requirements and pass/fail evaluation criteria and information.

Each Proposer must obtain a "pass" on all pass/fail evaluation criteria in order for its Proposal to be eligible for selection. The prequalification requirements set forth in Attachment A, Section A2.2 shall be evaluated on a pass/fail basis, and failure to satisfy such requirements shall render the

Proposal non-responsive. MassDOT may request Proposer clarification on a Proposal on any pass/fail evaluation criterion, after which MassDOT may re-evaluate the Proposal, at MassDOT's sole discretion.

4.6. PROPOSAL QUALITATIVE EVALUATION CRITERIA AND WEIGHTING

Each responsive Proposal passing all of the “pass/fail” evaluation criteria will be evaluated and scored according to the qualitative evaluation criteria set forth in Table 4 of the ITP. Refer to ITP Attachment A, Section A1.0 for a description of the Proposal submittal requirements and qualitative evaluation criteria and information. Elimination of existing public debt is not applicable to this procurement and, accordingly, will not be evaluated as a separate factor. Lowest user charges or prices are not expressly considered as a separate evaluation factor, but pricing oversight is addressed in the Lease.

Each qualitative evaluation criterion will be scored on a 10-point scale. Each category and subcategory will be evaluated by the Selection Committee and assigned a qualitative rating, which will inform the numerical score, using the following guidelines:

- Exceptional (9-10): In respect of the criterion being evaluated, the Proposal demonstrates an approach that significantly exceeds stated requirements and provides an outstanding level of quality, with little or no risk of failure and no material weaknesses.
- Good (7-8): In respect of the criterion being evaluated, the Proposal demonstrates an approach that exceeds stated requirements and provides better than acceptable quality, with low risk of failure and only minor weaknesses, if any.
- Acceptable (5-6): In respect of the criterion being evaluated, the Proposal meets stated requirements and provides acceptable quality with a reasonable likelihood of success. Any weaknesses are minor and capable of correction.
- Poor (3-4): In respect of the criterion being evaluated, the Proposal fails to meet stated requirements due to identified weaknesses or deficiencies, but such issues may be capable of correction. The response is marginal or incomplete.
- Unacceptable (1-2): In respect of the criterion being evaluated, the Proposal contains significant weaknesses or deficiencies, fails to meet stated requirements, or lacks essential information. There is no reasonable likelihood of successful performance without major revisions to the Proposal.
- Non-responsive (0): The Proposal fails to meet the requirements of the applicable evaluation criterion.

The Selection Committees will apply these qualitative ratings in conjunction with the weighting set forth in Table 4 of the ITP to determine the applicable scores for each evaluation criterion. MassDOT may request Proposer clarification of a Proposal on any qualitative evaluation criterion,

after which MassDOT may re-evaluate the Proposal, at MassDOT’s sole discretion. Any Proposer that receives a qualitative evaluation rating of zero for any sub-criterion will be ineligible for award for the Project or a Stipend.

Table 4: Proposal Weighting of Evaluation Criteria	
Proposal Evaluation Criteria	Weighting
PASS/FAIL EVALUATION CRITERIA	
RESPONSIVENESS	P/F
LEGAL/ADMINISTRATIVE	P/F
FINANCIAL CAPACITY	P/F
QUALITATIVE EVALUATION CRITERIA	
TECHNICAL PROPOSAL	40%
TEAM EXPERIENCE, PERFORMANCE, STRUCTURE AND CAPACITY	12%
PLAZA OPERATIONS AND MAINTENANCE PLAN	14%
INITIAL PLAZA REDEVELOPMENT PLAN	14%
FINANCIAL PROPOSAL	60%
MINIMUM ANNUAL GUARANTEED RENT (MAG)	30%
REVENUE SHARE RENT	10%
MINIMUM CAPITAL INVESTMENT COMMITMENT AMOUNT	10%
FINANCING PLAN	10%

4.7. ORAL PRESENTATION FOR TECHNICAL PROPOSALS

The Proposers shall make oral presentations related to their Technical Proposals to the Technical Proposal Selection Committee and MassDOT. The oral presentation process serves the purpose of understanding and clarifying the Technical Proposals. Oral presentations afford the Proposers the opportunity to highlight the significant aspects of their Technical Proposals and their understanding of the Project and offer a chance for the Technical Proposal Selection Committee and MassDOT to ask clarifying questions.

MassDOT will establish the order of Proposer oral presentations by drawing lots. Proposers should anticipate being available on the dates identified in the Procurement Schedule for oral presentations. Proposers will be notified by letter regarding the specific date and time of their oral presentations. MassDOT may, in its discretion, limit the number of Proposer representatives invited to participate in each oral presentation. Proposers will be notified of any specific questions or issues to be addressed during their oral presentations.

The oral presentations shall not be used as an opportunity by the eligible Proposers to improve or supplement their Technical Proposals, or to discuss the contents of their Financial Proposals. Topics or issues not addressed in the written Technical Proposals shall not be discussed during the oral presentations, and no new concepts may be introduced during the oral presentations.

The appointed date and time will not be negotiable; any requested changes will be made in MassDOT's sole discretion. A limit on the amount of time for each oral presentation will be set by MassDOT. Failure to appear within the specified block of time will result in a Proposer's forfeiture of the opportunity to participate in oral presentations. If the Proposer appears late, the block of time will not be extended.

4.8. BEST AND FINAL OFFERS

MassDOT may enter into discussions with one or more Proposers determined by MassDOT, in its sole discretion, to be reasonably susceptible of selection for award for the purpose of obtaining Best and Final Offers ("BAFOs") in accordance with M.G.L. c. 6C, § 63(b)(6).

If MassDOT requests BAFOs, MassDOT will provide written notice (i) to the Proposer(s) invited to submit BAFOs, (ii) identifying the specific elements of the Proposal eligible for revision, and (iii) prescribing the required format and submission instructions. In the event MassDOT requests and obtains BAFOs, the applicable Selection Committee(s) shall reevaluate and rescore the BAFOs in accordance with Section 4.2 of the ITP.

Nothing in this Section 4.8 of the ITP shall obligate MassDOT to conduct discussions or obtain BAFOs, and MassDOT reserves the right to make the Contract Award(s) based on the originally submitted Proposals.

4.9. SELECTION AND CONTRACT AWARD

Contract Award shall be made to the responsible offeror whose Proposal conforms to the solicitation and is determined in writing to be the most advantageous to MassDOT, taking into consideration the price and the evaluation factors set forth in the Request for Proposals and Proposal Scores.

By submitting its Proposal, each Proposer commits to enter into the form of Transition Agreement and Lease included in the RFP, without material change, except to fill in blanks and include information that the form of Transition Agreement and Lease indicate is required from the Proposal, and except for revisions expressly authorized by MassDOT. In addition, each Proposer acknowledges and agrees that MassDOT retains the right to incorporate into the Transition Agreement or Lease, as applicable, any representations, proposals, commitments and other statements contained in the Proposal as determined by MassDOT, acting reasonably.

MassDOT's decision regarding the Contract Award shall be final.

5. POST-AWARD AND COMMERCIAL CLOSE

The Selected Proposer will be required to achieve Commercial Close by entering into the Transition Agreement and Lease with MassDOT in the forms included in this RFP, without any material changes except as expressly permitted by this RFP.

After Contract Award, MassDOT will electronically deliver execution copies of the Transition Agreement and Lease to the Selected Proposer. Commercial Close shall occur upon satisfaction of the applicable requirements of this RFP, including the Procurement Schedule, and the conditions precedent set forth in Section 3.1 of the Transition Agreement.

The Selected Proposer shall obtain all required signatures via DocuSign and electronically deliver the execution set to MassDOT within the time required for Commercial Close under the Procurement Schedule, together with the required documents described in Section 3.1 of the Transition Agreement. If the Selected Proposer is a joint venture or a partnership organized for the purpose of responding to this RFP, the Transition Agreement must be executed by individuals who are duly authorized to bind the members or partners comprising the Selected Proposer. If the Proposer is a limited liability company, the Transition Agreement must be executed by a duly authorized signatory. MassDOT will execute the contract and electronically deliver an executed set to the Selected Proposer.

Except as expressly contemplated by this RFP, including pursuant to Section 4.9 of the ITP, the Selected Proposer shall not be entitled to change any material terms to the forms of the Transition Agreement or Lease following selection. Financial Close Security shall be delivered in accordance with the Transition Agreement as a condition to Commercial Close.

5.1. COMMERCIAL CLOSE DELIVERABLES

Upon satisfaction of the conditions precedent set forth in Section 3.1 of the Transition Agreement, Commercial Close shall be deemed to have occurred.

5.2. DEBRIEFINGS

Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after Contract Award. The debriefing shall be conducted by a procurement official familiar with the rationale for the selection decision and the Contract Award.

Debriefings shall:

- A. Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;
- B. Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- C. Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefings may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the Selection Committees, but may include a summary of the rationale for the selection decision and the Contract Award.

MassDOT shall prepare a register of proposals which shall be open for public inspection after contract award.

5.3. STIPEND

MassDOT will award a Stipend to Eligible Unsuccessful Proposers in the amount of \$500,000 to each such Eligible Unsuccessful Proposer, subject to the terms and conditions of this Section 5.3 of the ITP and the Stipend Agreement included in Attachment B, Form N.

For purposes of this Section 5.3 of the ITP, an “Eligible Unsuccessful Proposer” shall have the meaning set forth in the Stipend Agreement included in Attachment B, Form N.

MassDOT will award the Stipend to Eligible Unsuccessful Proposers whether or not there is a Contract Award.

Payment shall be made within ninety (90) days after Financial Close or MassDOT’s decision not to award any Contract Award, as applicable.

To be eligible to receive the Stipend, a Proposer shall execute the Stipend Agreement, submit it with its Technical Proposal in the manner required by this RFP, and otherwise comply with the requirements of the Stipend Agreement and this Section 5.3 of the ITP. No exceptions to this provision will be made.

If an Eligible Unsuccessful Proposer accepts the Stipend, MassDOT may use any approved ATCs and any ideas, concepts, designs, means, methods, approaches, and other Proposal materials submitted by that Proposer, for any purpose and to the extent provided in the Stipend Agreement, upon payment of the Stipend without any obligation to pay additional compensation.

If an Eligible Unsuccessful Proposer declines the Stipend, MassDOT shall not use such Proposer’s approved ATCs or other proprietary Proposal concepts except to the extent MassDOT is otherwise entitled to do so under the RFP, the Lease, or Applicable Law.

Nothing in the Stipend Agreement or this Section 5.3 of the ITP shall modify the provisions of the Lease relating to ownership and use of Work Product after award.

6. MASSDOT RESERVED RIGHTS

In connection with this procurement, MassDOT reserves to itself all rights (which rights shall be exercisable by MassDOT in its sole discretion) available to it under Applicable Law, including without limitation, with or without cause and with or without notice, the right to the following:

- A. Modify the procurement process in its sole discretion to address Applicable Law and/or the best interests of MassDOT.

- B. Develop the Project in any manner that MassDOT, in its sole discretion, deems necessary or appropriate.
- C. Cancel this RFP in whole or in part at any time prior to the execution by MassDOT of a Transition Agreement or Lease without incurring any cost, obligations, or liabilities.
- D. Issue a new Request for Proposals after withdrawal of this RFP.
- E. Not select any Proposer or cancel this procurement.
- F. Reject any and all submittals, responses, and Proposals received at any time.
- G. Modify all dates set or projected in this RFP.
- H. Terminate evaluations of responses received at any time.
- I. Exclude any potential Proposer from submitting any response to the RFP based on failure to comply with any requirements of this RFP.
- J. Issue addenda, supplements, and modifications to this RFP.
- K. Appoint individuals to the Selection Committees and Final Review Team to evaluate Proposals, make recommendations to the MassDOT Board of Directors, and seek the assistance of MassDOT personnel, Facilitators, and SMEs in the Proposal evaluation process.
- L. Require confirmation or clarification of information furnished by a Proposer, require revised or additional information from a Proposer concerning its Proposal, and require additional information to clarify the Proposal submitted in response to this RFP.
- M. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- N. Add or delete Proposer responsibilities from the information contained in this RFP.
- O. Waive deficiencies in a Proposal, accept and review a non-conforming Proposal, or permit clarifications, revisions, or supplements to a Proposal.
- P. Disqualify any Proposer that changes its submittal without MassDOT approval.
- Q. Disqualify any Proposer under this RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from MassDOT.

- R. Decline to proceed with a Selected Proposer for the Project if the Selected Proposer fails to execute the Transition Agreement or Lease, deliver required post-award documents, deliver Financial Close Security, achieve Commercial Close, satisfy the Financial Close set forth in the Transition Agreement, or otherwise satisfy the requirements of this RFP, and proceed to the next highest-ranked Proposer, re-solicit Proposals, or take such other action as MassDOT determines in its best interests.
- S. Design or construct and/or operate or maintain some or all of the Project itself.
- T. Exercise any other right reserved or afforded to MassDOT under this RFP or Applicable Law.
- U. Approve, condition, reject, modify, suspend, or terminate the ATC process at any time, and determine, in its sole discretion, whether an ATC may be incorporated into a Proposal.

This RFP does not commit MassDOT to enter into a Transition Agreement or Lease or proceed with the procurement described herein. MassDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer.

In no event shall MassDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Lease, in form and substance satisfactory to MassDOT, has been executed and authorized by MassDOT and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of MassDOT to the Proposers during the procurement process and Transition Period, which obligations are expressly set forth in this RFP and Transition Agreement, respectively. In submitting a Proposal in response to the RFP or otherwise participating in this RFP process, each Proposer is specifically acknowledging these disclaimers.



Attachment A
Instructions to Proposers

Bid No. BD-26-1030-0H100-H001-127274

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A1.0 GENERAL INSTRUCTIONS

This Attachment A – Proposal Instructions to the Instructions to Proposers (“ITP”) describes the specific instructions for preparing the Proposals.

The Proposer shall submit the information required by this Attachment A – Proposal Instructions in the organization and format, and using the forms, specified herein. Failure to provide all of the requested information on the forms and in the format specified may result in the Massachusetts Department of Transportation (“MassDOT”) declaring the Proposal non-responsive or may affect the rating or score received by the Proposer on a specific evaluation criterion.

Each Proposer shall submit a Technical Proposal and a Financial Proposal (which shall collectively be referred to as the “Proposal”) in separate electronic files.

The Technical Proposal shall consist of the Technical Proposal Cover Letter (Form A-1), the Technical Executive Summary, and Proposal Parts 1 (including required forms) through 5.

The Financial Proposal shall consist of the Financial Proposal Cover Letter (Form A-2), the Financial Proposal Executive Summary, Proposal Part 1A (including required forms) and Proposal Parts 6 through 9 (including required forms).

The Proposal files shall be clearly labeled as Proposal Parts 1 through 9 as further described in Table A.11 – Outline for Submission of the Proposal.

Printed lines shall be single-spaced with the font size being no smaller than 12-point, except for graphics, captions, and other charts which may include font size no smaller than 10-point. Each Proposal part shall have all pages sequentially numbered. Each electronic file shall be clearly labeled to indicate its contents. Both 8 ½ x 11 and 11 x 17 page sizes are acceptable for all Proposal materials.

The Technical Proposal Executive Summary and Financial Proposal Executive Summary shall not exceed seven (7) pages. Proposers shall limit each of Proposal Parts 3, 4, and 5 to twenty (20) pages. Proposers shall not exceed sixty (60) pages of combined narrative across Proposal Parts 3, 4, and 5. Proposers shall place the following materials in a separate appendix to the Technical Proposal, and MassDOT will not count them toward the applicable 20-page limit: (i) for Part 3, the Project sheets, Key Personnel and other staff resumes required under Section A4.0; (ii) for Part 4, the overall Plaza Operations and Maintenance Plan and the Plaza Component Plans for each Service Plaza required under Section A5.0; and (iii) for Part 5, the drawings and reports required under Section A6.0, the Baseline Schedule, and the risk register. Proposal Part 9 shall not exceed seven (7) pages. None of the remaining Proposal parts shall have a page limit.

MassDOT will not commit to reviewing any information in appendices and exhibits other than those expressly required, and the Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits. No page limits shall apply to appendices, dividers, exhibits, and tables of contents unless expressly stated otherwise in this RFP.

Standard corporate brochures, awards, licenses, and marketing materials should not be included in the Proposal.

The Proposer shall present information clearly and concisely. Documentation that is illegible, incomplete, or ambiguous as to its meaning may be rejected and may lead to disqualification. The information must be easily reproducible by normal black and white printers.

Upon Contract Award, the Selected Proposer's Proposal will be incorporated into the Lease and will be binding.

A2.0 LEGAL/ADMINISTRATIVE PASS/FAIL EVALUATION CRITERION FOR PART 1 AND PART 1A OF THE PROPOSAL

A2.1 OBJECTIVE

To identify legally constituted, qualified Proposers that will enter into the Transition Agreement and Lease, complete the work, and obtain all required registrations.

A2.2 INFORMATION FOR PART 1

The Proposer shall submit the following legal information for the Technical Proposal. If information responsive to a particular requirement is not available or not applicable, the Proposer shall provide a declarative statement to that effect. The Proposer may supplement its submission with additional sheets, as necessary.

- (A) Form A-1 – Technical Proposal Cover Letter executed by the Authorized Representative. The Technical Proposal Cover Letter shall state the name, title, address, e-mail address, and telephone number of the Authorized Representative. The Proposer shall describe in detail the legal structure of the Proposer and the Major Participants. The Technical Proposal Cover Letter shall also have attached to it letters on the letterhead stationery of each Major Participant, executed by authorized officials of each Major Participant, stating that Proposer forms, representations, statements, and commitments made by the duly authorized signatory on behalf of each such Major Participant have been authorized by, are correct, and accurately represent the role of such Major Participant in the Proposer team. The Major Participant letters shall evidence and grant authority to the Authorized Representative to execute documents associated with the Proposal.

Each Proposer shall also attach to the Technical Proposal Cover Letter the documents and information described in the section entitled “Additional Information to be provided with Technical Proposal Cover Letter” in Form A-1.

- (B) Form B – Information regarding Proposer and each Major Participant, including the names, contact information, role in the organization, licensing information, and description of work (if applicable) for the Proposer, each Major Participant, and any other Proposer Team Member identified in the Proposal.

- (C) Prequalification Requirements. Proposers must demonstrate design and construction qualifications and prior experience to be considered for this procurement. Accordingly, Proposers must satisfy the following:

For purposes of this Attachment A, Section A2.2(C), any capitalized terms used in connection with MassDOT or DCAMM prequalification requirements that are not otherwise defined in this RFP shall have the meanings set forth in 700 CMR 14.00, et seq., and 810 CMR 9.00, et seq., as applicable. In the event of any conflict, the definitions and requirements set forth in this RFP shall control.

Each Proposer shall provide, as part of its Technical Proposal, written confirmation, in a form and substance acceptable to MassDOT, that each applicable Major Participant (i) is prequalified in the required category or (ii) has timely submitted a complete application for such prequalification in accordance with this Attachment A, Section A2.2(C).

Any Major Participant seeking to obtain prequalification pursuant to Attachment A, Section A2.2(C) shall submit its application for prequalification no later than two (2) months prior to the Technical Proposal Due Date in the Procurement Schedule.

i. MassDOT A&E Board Pre-Qualification requirements

- All Proposers must have a Major Participant that is prequalified by the MassDOT Architects and Engineers Review Board in the following areas:
 - Intermediate Roadway Design
 - Traffic Operations Studies and Design
 - Architecture
 - Water Quality Assessment and Mitigation
- Instructions, forms and necessary materials for A&E Board pre-qualification are available on the MassDOT website at: <https://www.mass.gov/prequalification-of-architectural-engineering-firms>.
- If not currently prequalified in the above-listed categories, an interested Major Participant must submit all required materials, including an ADM-016 Prequalification Form, to the A&E Board no later than the deadline set forth above in this Attachment A, Section A2.2(C). The audit portion of the

A&E prequalification requirement is waived for this procurement.

- All Proposers desiring to submit a Technical Proposal in response to this RFP shall submit with the Technical Proposal an active MassDOT A&E Prequalification Certificate. Technical Proposals submitted without such certificate will be considered non-responsive.
- ii. MassDOT Construction Contractor Pre-Qualification requirements for Highway Construction
- All Proposers must have at least one Major Participant that is prequalified by MassDOT in the HIGHWAY – CONSTRUCTION category.
 - The required documents, instructions and materials are available on the MassDOT website at: <https://www.mass.gov/prequalification-of-horizontal-construction-firms>.
 - If not currently prequalified, an interested Major Participant must submit an application for prequalification no later than the deadline set forth above in this Attachment A, Section A2.2(C).
 - All Proposers desiring to submit a Technical Proposal in response to this RFP shall submit with the Technical Proposal an active Prequalification Certificate issued by the Contractor Prequalification Office. Technical Proposals submitted without such certificate will be considered non-responsive. Requests for Official Proposal Forms (R-109s) are not required to be submitted with the Technical Proposal.
- iii. DCAMM Construction Contractor Pre-Qualification for General Building Construction
- All Proposers must have at least one Major Participant that is prequalified by DCAMM in the GENERAL BUILDING – CONSTRUCTION category.
 - The required documents, instructions and materials are available on the DCAMM website at: <https://www.mass.gov/dcam-contractor-certification>.
 - If not currently prequalified, an interested Major Participant shall submit an application for prequalification no later than

the deadline set forth above in this Attachment A, Section A2.2(C).

- All Proposers desiring to submit a Technical Proposal in response to this RFP shall submit with the Technical Proposal an active DCAMM Prequalification Certificate. Technical Proposals submitted without such certificate will be considered non-responsive.
- (D) Form C – Responsible Proposer Questionnaire for the Proposer, each Major Participant, and any other Proposer Team Member. The Responsible Proposer Questionnaire shall be executed by the Authorized Representative who signed the Proposal Cover Letter. Each Responsible Proposer Questionnaire shall be signed by an authorized signatory of the Major Participant or other Proposer Team Member, as appropriate, and the Proposal shall include evidence of signature authorization for such authorized signatory.
- (E) Form D – Affidavit of Compliance, including evidence of the Proposer’s, each Major Participant’s, and other Proposer Team Member’s registration with the Massachusetts Secretary of State indicating that each entity is registered to do business in the Commonwealth, or a commitment to become registered prior to execution of the Transition Agreement. The Proposer’s, each Major Participant’s, and other Proposer Team Member’s registration with the Massachusetts Secretary of State shall be evidenced by a certificate of good standing, dated within two weeks of the Technical Proposal Due Date stated in the Procurement Schedule.
- (F) Form E-1 – Technical Proposal Affidavit of Non-Collusion executed by the Proposer certifying that the Technical Proposal is not the result of, and has not been influenced by, collusion.
- (G) Form F-1 – Technical Proposal Conflict of Interest Certification certifying that the Proposer has no real or perceived conflict of interest in relation to MassDOT Bid No. BD-26-1030-0H100-H001-127274 Service Plazas Concessionaire Project and furthermore agrees to take any action or supply any information necessary should a conflict of interest arise consistent with MassDOT’s policies and other applicable requirements.
- (H) Form G – Past Performance information regarding litigation and arbitration proceedings, termination for cause or default, and disciplinary action for the Proposer, each Major Participant, and any other Proposer Team Member identified in the Technical Proposal. With respect to Form G:
- i. for each instance of litigation, claims, dispute proceedings, arbitrations, assessment of liquidated damages, termination for cause or default, or disciplinary actions, the Proposer, Major

Participant, or other Proposer Team Member shall provide the current owner contact name, telephone number, and E-mail address for additional information; and

- ii. failure to provide responsive, complete, and accurate information in Form G, or the submission of qualified, conditional, or non-responsive statements, may, in MassDOT's sole discretion, result in a determination that the Technical Proposal is non-responsive.
- (I) Form I – Certificate of Compliance with State Laws, executed by the Proposer, each Major Participant, and any other Proposer Team Member identified in the Proposal certifying that each entity is in compliance with Commonwealth laws relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- (J) The Proposal Security, required under Section 3.3 of the ITP, shall be in the amount of \$1,000,000 for the Service Plazas. The Proposal Security shall be in the form of either Form L (Proposal Bond) or Form M (Proposal Letter of Credit). Upon Contract Award, the Selected Proposer shall comply with the Financial Close Security requirements set forth in Section 3.2 of the Transition Agreement. The Proposal Security shall be subject to the forfeiture, draw, enforcement, replacement, release, and return provisions set forth in Section 3.3 of the ITP.

The Proposal Security will be returned to unsuccessful Proposers as provided in Section 3.3 of the ITP. The Proposal Security shall be submitted with the Technical Proposal.
- (K) Form N – Stipend Agreement, executed by the Authorized Representative. Failure to submit an executed Stipend Agreement shall not render a Proposal non-responsive but shall disqualify the Proposer from eligibility to receive a Stipend under Section 5.3 of the ITP.
- (L) Form P – Information regarding the Independent Peer Reviewer, including its name, contact information, competency and qualifications to provide the design and engineering services required under G.L. c. 6C, §2, et seq.

A2.3 INFORMATION FOR PART 1A

The Proposer shall submit the following legal information for the Financial Proposal. If information responsive to a particular requirement is not available or not applicable, the Proposer shall provide a declarative statement to that effect. The Proposer may supplement its submission with additional sheets, as necessary.

- (A) Form A-2 – The Financial Proposal Cover Letter executed by the Authorized Representative. The Financial Proposal Cover Letter shall state the name, title, address, e-mail address, and telephone number of the Authorized Representative. Form A-2 shall be submitted with the Financial

Proposal. The Financial Proposal Cover Letter shall have attached to it letters on the letterhead stationery of each Major Participant, executed by authorized officials of each Major Participant, stating that Proposer forms, representations, statements, and commitments made by the duly authorized signatory on behalf of each such Major Participant have been authorized by, are correct, and accurately represent the role of such Major Participant in the Proposer team. The Major Participant letters shall evidence and grant authority to the Authorized Representative to execute documents associated with the Proposal. Each Proposer shall also attach to the Financial Proposal Cover Letter the documents and information described in the section entitled “Additional Information to be provided with Financial Proposal Cover Letter” in Form A-2.

- (B) Form E-2 – Financial Proposal Affidavit of Non-Collusion executed by the Proposer certifying that the Financial Proposal is not the result of, and has not been influenced by, collusion.
- (C) Form F-2 - Financial Proposal Conflict of Interest Certification certifying that the Proposer has no real or perceived conflict of interest in relation to MassDOT Bid No. BD-26-1030-0H100-H001-127274 Service Plazas Concessionaire Project and furthermore agrees to take any action or supply any information necessary should a conflict of interest arise consistent with MassDOT’s policies and other applicable requirements.

A3.0 FINANCIAL CAPACITY PASS/FAIL EVALUATION CRITERION FOR PART 2 OF THE PROPOSAL

A3.1 OBJECTIVES

To identify Proposers with demonstrated financial capacity necessary to undertake the Project as set forth in this RFP.

On the basis of the information provided in the Technical Proposal and other publicly available information or information provided by the Proposer upon request by MassDOT, MassDOT will evaluate the financial capacity of the Proposer and its Major Participants based on the ability to demonstrate that the Proposer and the identified Major Participants collectively have the financial capability necessary to carry out the responsibility of the Concessionaire, considering the following:

- (A) Profitability;
- (B) Capital structure;
- (C) Ability to service existing Debt and other liabilities;
- (D) Other commitments and contingencies; and
- (E) Liquidity Position.

The Proposer shall identify in its Technical Proposal each Financially Responsible Party (if any) upon which it is relying to demonstrate the financial capacity of the Proposer, its Lead Contractor, Lead Designer and Lead O&M Provider. If the Proposer, its Lead Contractor, Lead Designer or Lead O&M Provider is relying on any Financially Responsible Party, the Proposer shall submit the Financially Responsible Party Commitment Letter in the form of Form H executed by each proposed Financially Responsible Party, together with the financial information required under Attachment A, Section A3.2 for each such party. If the Proposer is not relying on any Financially Responsible Party to demonstrate the financial capacity of the Proposer, Lead Contractor, Lead Designer or Lead O&M Provider under this Attachment A, Section A3.0, it shall expressly state in its Technical Proposal that “No Financially Responsible Party is proposed.”

A3.2 INFORMATION

The Proposer shall include the following financial information for the Proposer, Equity Investor, Lead Contractor, Lead Designer, Lead O&M Provider and any Financially Responsible Parties (if applicable). The information required under this Attachment A, Section A3.2 (for the Proposer and all applicable Major Participants) shall be packaged as required in Attachment A, Section A1.0 for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer’s organization. The financial capacity information shall include:

- (A) Three years of audited financial statements for the three most recent fiscal years preceding the Technical Proposal Due Date;
- (B) Interim unaudited financial statements for the latest quarterly period;
- (C) Description of all off-balance sheet liabilities and commitments, if any. In case the applicable entity does not have any off-balance sheet liabilities and commitments, a written confirmation of that fact signed by the Chief Financial Officer (“CFO”), treasurer, or comparable executive of the entity;
- (D) Description (with client names) and value of any contract, or programs of contracts, over \$10 million in total value, that include services similar to those outlined in the Lease, awarded within the past year or currently under construction or expected to be under construction within 12 months, along with any contracts that may impact the credit profile of the Proposer or applicable Major Participants, noted as such;
- (E) A list of the top ten clients by value, the contract values of all contracts over \$10 million that include services similar to those outlined in the Lease, start and end dates, the bonding capacity that is being utilized for these contracts (and for all current work), and the total bonding capacity to be added.
- (F) A statement signed by the CFO, treasurer, or comparable executive of the applicable entity that there has been no Insolvency Event relating to the Proposer or the applicable Major Participants or any person or entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Proposer or applicable

Major Participant which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).

The financial statements, described in (A) and (B) above shall meet the following requirements:

- i. Financial statement information shall include the following:
 - (a) Opinion Letter (Auditor’s Report);
 - (b) Balance Sheet;
 - (c) Income Statement;
 - (d) Statement of Changes in Cash Flow;
 - (e) Footnotes audited by a certified public accountant in accordance with United States Generally Accepted Accounting Principles (“U.S. GAAP”) or International Financial Reporting Standards (“IFRS”); and
 - (f) Additional supporting information, as needed.
- ii. Financial statements shall meet the following requirements:
 - (a) **U.S. GAAP/IFRS** – Financial statements shall be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter shall be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS.
 - (b) **U.S. Dollars** – Financial statements shall be provided in United States (“U.S.”) dollars. If financial statements are not available in U.S. dollars, the Proposer shall convert the financial statements to U.S. dollars and provide a summary of the conversion methods and applicable foreign exchange rates used to do so for the Balance Sheet, Income Statement, and Statement of Changes in Cash Flow. Translation of the Income Statement and Statement of Changes in Cash Flow utilizing the period average exchange rates and the Balance Sheet utilizing the period end exchange rate will be considered acceptable.
 - (c) **Audited** – Annual Financial statements shall be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited annual financials are not available for a Major Participant, the

Technical Proposal shall include unaudited financial statements for such Major Participant, certified as true, correct, and accurate by the CFO, treasurer, or comparable executive of the entity.

- (d) **English** – Financial statement information shall be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information shall be provided with the original financial statement information.

iii. The other information and requirements are as follows:

- (a) **Proposer Ownership Structure** - Complete legal names, form of business entity, and description of ownership structure with a corporate structure chart of the Proposer, and Major Participants (i.e. Equity Investors, and other Financially Responsible Parties), if any, (including parent company or companies and subsidiaries), including identification, form of business entity (if applicable), and description of any owner with 10% ownership or more in such entity.
- (b) **Proposed Financing Structure** - The Proposer shall submit a two-page narrative overview of the Proposer's anticipated approach to financing the Project, which may be based on a combination of equity and senior debt, mezzanine debt, taxable bonds, on-balance sheet financing, corporate debt, project finance and any other forms of debt finance. If the financing structure will be comprised of more than one Debt facility, the narrative should address the anticipated amount to be obtained from each facility and the purpose of each Debt facility as well as the total amount of other sources of capital (i.e. equity, shareholder loans) and sources thereof.
- (c) **Newly Formed Entity** - If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Major Participants shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).
- (d) **Securities and Exchange Commission Filings** - If the Proposer, or any Major Participant, files reports with the Securities and Exchange Commission ("SEC"), then such financial statements shall be provided through a copy of

their annual report on Form 10-K. For all subsequent quarters, the Proposer, or Major Participant shall provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.

- (e) **Credit Ratings** - Credit ratings and full credit rating reports must be supplied for the Proposer, and each Major Participant, to the extent such entities have credit ratings. If no credit ratings exist, the Proposer shall include a statement specifying that no credit ratings exist for that entity signed by the CFO, treasurer, or comparable executive of the entity.
- (f) **Off-Balance Sheet Liabilities** - A letter from the CFO, treasurer, or comparable executive for the Proposer, and each Major Participant for which financial information is submitted, identifying all material off balance sheet liabilities.
- (g) **Material Adverse Change Letter** - The Proposer shall for itself and all other applicable Major Participants provide a letter (the “No Material Adverse Change Letter”) from the CFO, treasurer, or comparable executive of the entity providing information on any material changes in financial condition for the Proposer and each applicable Major Participant and any pending material changes that have occurred, or are projected to occur, in the Applicable Periods (as defined in the No Material Adverse Change Letter, attached as Form Q).
- (h) **Surety Letters:** The Lead Contractor(s) shall provide evidence, satisfactory to MassDOT, that it can comply with the payment and performance bonding requirements of the Lease and has the capacity to deliver the Project. Such evidence shall consist of a surety letter in an aggregate amount of \$150 million, and otherwise in accordance with the requirements in Attachment A (Surety Letters). The letter shall state that the surety is an Eligible Security Issuer who has read this RFP and any addenda, and evaluated the Lead Contractor’s backlog and work-in-progress in determining its bonding capacity. The surety providing such letter must be licensed in the Commonwealth of Massachusetts and otherwise constitute an Eligible Security Issuer, including with respect to its rating, and must indicate the relevant rating in the letter.

A4.0 TEAM EXPERIENCE, PERFORMANCE, STRUCTURE AND CAPACITY QUALITATIVE EVALUATION CRITERIA FOR PART 3 OF THE PROPOSAL (12%)

A4.1 OBJECTIVES

MassDOT will evaluate the Proposer’s qualifications as follows:

- (A) Experience and Performance (8%): To identify Proposers that have delivered projects and demonstrated positive performance on projects of comparable scope, scale, complexity, and duration similar to this Project, including reflecting local experience; and
- (B) Structure and Capacity (4%): To identify a clear, logical and effective organizational structure of Team Members and Key Personnel, including consideration of the qualifications and competence of the Independent Peer Reviewer identified pursuant to Section 3.4 of the ITP. To identify Proposers with the capacity and availability to deliver and manage a portfolio of Service Plazas based on existing workload and availability.

Scoring Methodology: The Team Member Experience, Performance, Structure and Capacity component will be scored out of a maximum of 12 points, determined by the weighting multiplied by the qualitative rating as defined in Section 4.6 of the ITP.

Score = 10 x (0.08 weighting for experience and performance x qualitative rating for experience and performance + 0.04 weighting for structure and capacity x qualitative rating for structure and capacity)

A4.2 INFORMATION

The following information is relevant to the qualifications of the Proposer, Lead Contractor(s), Lead Designer(s), Lead O&M Provider(s), and Equity Investor(s) identified in the Proposal.

- (A) Experience and Performance
 - i. Proposer Experience and Performance (specified in Attachment A, Section A4.3):
 - (a) The extent to which the Equity Investor(s) or Proposer have successfully delivered projects comparable in scope, scale, complexity, and duration to the Service Plaza Project including, but not limited to, demonstrated success developing, managing, maintaining, and growing food, beverage, retail, fueling, and traveler service offerings in comparable environments including providing a high-quality customer experience. Please include at least 2 examples to demonstrate this experience.

- (b) Demonstrated experience delivering sustainability, energy, and EV Charging Station initiatives comparable to those required by the Project.
 - (c) Demonstrated experience delivering truck parking and related services.
 - (d) Demonstrated positive past performance, including performance with public agencies and private owners. Include customer experience surveys.
 - ii. Lead Contractor(s) and Lead Designer(s) - Experience and Performance:
 - (a) Construction and design team(s) demonstrated experience on projects of a similar scope, scale, and complexity to this Project, inclusive of building and site work. The Proposer shall include at least two (2) project examples for the Lead Contractor(s), each with a construction value greater than \$100 million, and at least two (2) project examples for the Lead Designer(s) to demonstrate this experience.
 - (b) Relevant experience in Massachusetts-based projects.
 - (c) Provide evidence of good performance including on-time, on-budget, and safety performance.
 - iii. Lead O&M Provider - Experience and Performance:
 - (a) The relevant team members' demonstrated ability to operate and maintain facilities to a high-quality standard, particularly in high-traffic, 24/7, customer-facing environments with similar seasonal conditions. The Proposer shall include at least two (2) and no more than three (3) project examples to demonstrate this experience.
 - (b) Provide evidence of good performance from listed project references, customer experience surveys, and performance monitoring reports including demonstrated timeliness, adherence to budgets, compliance with safety standards and other clear indicators of customer satisfaction.
 - iv. Equity Investor Experience:
 - (a) The relevant Team Members demonstrated financing experience in structuring and securing financing for similar projects of similar size, complexity and/or scope to the proposed Project and proposed Project's Financing Plan. The Proposer shall include at least two (2) and no more than three (3) project examples to demonstrate this experience.
- (B) Any Other Proposer Team Member Identified in the Proposal, including the Independent Peer Reviewer described in Section 3.4 of the ITP.

For each Proposer Team Member identified in the Proposal, including the Independent Peer Reviewer, provide the following:

- i. the name of the entity;
- ii. the entity's proposed role on the Project;
- iii. the entity's legal structure;
- iv. a brief history and structure of the entity; and
- v. a brief description of the history of working with the Proposer and/or Major Participants on programs or projects similar in size, scope, and complexity.

The qualifications and competence of the Independent Peer Reviewer described in Section 3.4 of the ITP will be considered in the evaluation of the Proposal.

(C) Team Structure and Key Personnel.

Provide the following regarding the Proposer's organizational structure:

- i. For each Major Participant and any other Proposer Team Member identified in the Proposal, provide a brief description of that entity's history working with the Proposer and other Team Members on comparable programs or projects.
- ii. An organizational chart that sets forth the Proposer's structure and reporting relationships for the applicable Transition Period, Redevelopment Period, and post-Redevelopment period, identifies the management staff and Key Personnel, and shows the Proposer, all Major Participants, and any other Proposer Team Member identified in the Proposal.
- iii. Demonstrate the effectiveness of the proposed team structure, governance model, and internal coordination mechanisms.
- iv. Any substitution or addition of a Project Contractor after Contract Award shall require MassDOT's prior written approval in accordance with Section 13.3 of the Lease.
- v. Clearly identify the presence of Massachusetts-based Team Members, support of local industries, and experience with Massachusetts-based projects.
- vi. Identify any material licenses, registrations, or certifications relevant to the performance of design and construction work for the Redevelopment Improvements to the extent not already provided under Attachment A, Section A2.0.
- vii. Key Personnel:
 - (a) The Proposer shall list its Key Personnel to be assigned to the Project. For purposes of this Project, the Key Personnel are:
 - Project Executive
 - Finance Manager

- Operations and Maintenance Manager
- Safety Compliance Manager
- Quality Control (QC) Administrator
- Design Manager
- Construction Manager
- Superintendent
- Architect of Record
- Lead Civil Engineer
- Environmental Permitting Manager

For purposes of this Attachment A, Section A4.2(C)(vii), the roles identified above and any capitalized terms used in connection therewith are intended to describe functional positions only and are not defined terms of this RFP. In the event of any conflict, the definitions and requirements set forth in this RFP shall control.

The Key Personnel shall meet or exceed the minimum qualification requirements set forth in Appendix K (Key Personnel), and the Proposer shall demonstrate such compliance in its Proposal.

For the proposed Key Personnel, provide the following:

1. a description of the Key Personnel who have previously worked together as a team, if ever;
2. a description of the experience each person identified as Key Personnel has with MassDOT, if any;
3. Two (2)-page resumes for the proposed Key Personnel, including years of experience, licenses, certifications, description of comparable projects or programs, the proposed Key Personnel's role, and other relevant information;
4. at least two references for each of the Key Personnel for comparable projects or programs in which the Key Personnel have played a primary role, including the name, position, company or agency, current address, telephone number and E-mail address of each reference; and
5. an express, written commitment that the individuals designated as Key Personnel shall be available to serve in their roles and will not be modified without MassDOT's specific prior approval. By listing staff as Key Personnel, the Proposer agrees to make the staff listed available to complete work as the Project requires.

viii. Other Staff

- (a) In addition to the Key Personnel listed above, also identify and describe the functional relationship of the following members of the Proposer team:

- Design Quality Control (QC) Manager
- Construction Quality Control (QC) Manager
- Lead Geotechnical Engineer
- Lead Structural Engineer
- Lead Mechanical, Electrical and Plumbing (MEP) Engineer
- Lighting Designer
- Landscape Architect
- Licensed Site Professional (LSP) - Environmental
- Utility Coordinator
- Electric Vehicle Charging Coordinator
- Safety Compliance
- Public Outreach Coordinator
- Document Control Engineer
- Project Scheduler

For purposes of this Attachment A, Section A4.2(C), the roles identified above and any capitalized terms used in connection therewith are intended to describe functional positions only and are not defined terms of this RFP. In the event of any conflict, the definitions and requirements set forth in this RFP shall control.

The Proposer shall demonstrate that personnel assigned to the foregoing roles meet or are capable of meeting the minimum qualification requirements set forth in Appendix K (Key Personnel), as applicable to each role.

The roles listed above may be performed by one or more individuals, provided that all required functions are clearly addressed and the applicable minimum qualification requirements are satisfied.

For such personnel, the Proposer shall describe (i) organizational relationships, (ii) scope of responsibilities, (iii) integration with the Key Personnel and Major Participants, and (iv) provide two (2)-page resumes for each proposed individual assigned to such role including years of experience, licenses, certifications, description of comparable projects or programs, the individual's role, and other relevant information.

(D) Proposer's Current Capacity

For the Proposer, Major Participants, Key Personnel, and other personnel identified pursuant to Attachment A, Section A4.2(C), provide a clear line of sight into constraints from additional anticipated workloads that could negatively impact the timing proposed in the financing and revitalization plans. The Proposer shall demonstrate that sufficient personnel resources are

available to meet the requirements of Appendix K of the Lease (Key Personnel) across all phases of the Project. Such demonstration shall include the allocation of Key Personnel and other staff across the Transition Period, Redevelopment Period, and post-Redevelopment period, and shall identify any reliance on shared personnel across multiple Service Plazas.

A4.3 PROJECT SHEET INFORMATION

Project sheets are intended to provide MassDOT with clear, consistent, and comparable information regarding the Proposer's and Major Participant's experience and past performance on projects comparable in scope, scale, complexity, and duration to the Service Plaza Project.

The Project sheets are intended to help evaluate the criteria set forth in Attachment A, Section A4.2, including experience delivering service-oriented facilities, sustainability and EV infrastructure, truck parking and services, and overall performance outcomes.

Where project information is requested, provide a project description including the following information:

- An overview of the project covering the type of client, objective, project scope, the role of the Proposer and its Team Members (including Lead Contractor(s), Lead Designer(s), Lead O&M Provider(s), and Equity Investor(s) as applicable), and the project outcome;
- A description of the design and construction scope with respect to buildings and the site;
- A description of important aspects of the operations and maintenance program, if applicable;
- A description of project elements similar to those required for the MassDOT Service Plaza Project, including customer experience, safety and security, truck parking, EV Charging Stations and management of food and beverage services;
- A description of environmental permitting, compliance, mitigation or related matters;
- A description of environmental requirements or considerations, including experience with hazardous materials assessment and remediation;
- Evidence of performance outcomes, including applicable key performance indicators, inspection results, and reporting methodologies, and examples of continuous improvements resulting from customer feedback; and
- The name and contact information, including title, address, and current telephone number, for at least one client or owner reference.

To the extent personnel are identified in such Project sheets, the Proposer should clearly describe the roles and responsibilities performed, including alignment with the functional positions described in Attachment A, Section A4.2(C).

The Proposer shall submit:

- (A) At least two (2) Project sheets demonstrating experience relevant to the Project.

- (B) No more than five (5) Project sheets total for the Proposer and Major Participants combined.

Project sheets should be no more than two (2) pages per project for base content, with additional attachments permitted for supporting information demonstrating relevant experience, such as customer surveys and design images. All materials shall be factual, concise, and MassDOT reserves the right to verify any information provided.

A5.0 PLAZA OPERATIONS AND MAINTENANCE PLAN QUALITATIVE EVALUATION CRITERIA FOR PART 4 OF THE PROPOSAL (14%)

A5.1 OBJECTIVES

To identify a Proposer that demonstrates an efficient and effective approach to performing the O&M Services for each Service Plaza in accordance with the Operations and Maintenance Performance Standards and the Plaza Operations and Maintenance Plan requirements set forth in the Lease, including both (i) a program-level approach applicable across all Service Plazas, and (ii) a plan describing commitments for each Service Plaza, for the following periods:

- (A) Transition Period (1%): Demonstrating a plan to transition from the existing Service Plaza operators to the Selected Proposer with a minimization of disruption to any services to the public;
- (B) Redevelopment Period (3%): Demonstrating a plan for Operations and Maintenance during the Redevelopment Period which minimizes disruption to any services to the public including keeping the Designated Local Retail Area available through temporary or relocated arrangements during Redevelopment Work; and
- (C) Post-Redevelopment Period (10%): Demonstrating a plan for Operations and Maintenance after the Redevelopment Period which reflects procurement goals for supporting local industries and providing enhanced services including truck parking and facilities, including the Proposer's approach to meeting or exceeding the Operations and Maintenance Performance Standards. Proposers will receive a higher qualitative rating for Plaza Component Plans that credibly demonstrate providing a Designated Local Retail Area exceeding the minimum five (5%) of Tenant Space required by the Lease, provided that the proposed commitment or approach is achievable in view of all requirements in the Lease and Appendix E (Design and Construction Requirements).

Scoring Methodology: The Plaza Operations and Maintenance Plan component will be scored out of a maximum of 14 points, determined by the weighting multiplied by the qualitative rating as defined in Section 4.6 of the ITP.

Score = 10 x (0.01 weighting for Transition Period x qualitative rating for the Transition Period + 0.03 weighting for the Redevelopment Period x qualitative rating for the Redevelopment Period

+ 0.10 weighting for the Post Redevelopment Period x qualitative rating for the Post Redevelopment Period)

A5.2 INFORMATION

The Proposer shall submit one (1) Plaza Operations and Maintenance Plan that includes (i) a section describing the Proposer’s overall approach applicable across all Service Plazas for the Transition Period, Redevelopment Period, and post-Redevelopment period including the information set forth in this Section A5.2, and (ii) separate Plaza Component Plans for each Service Plaza as detailed in Section 8.2 of the Lease covering the first Lease Year.

The Plaza Operations and Maintenance Plan shall include a summary of Proposer’s approach to Operations and Maintenance Services that will meet or exceed the Operations and Maintenance Performance Standards as described in the Lease, including Appendix F, and shall clearly distinguish between (i) elements of such approach that apply across all Service Plazas and (ii) commitments for each Service Plaza, including the maintenance management approach for routine maintenance and any Redevelopment Work or rehabilitation work.

(A) Transition Period:

- i. The Proposer’s plan for the Transition Period shall describe the Proposer’s approach for the Transition Period, including continuity of operations and customer access, recognizing that pre-Contract Award communications are prohibited except as expressly authorized by MassDOT pursuant to Section 2.10 of the ITP. Include the following:
 - (a) a detailed action plan to replace existing food, beverage, convenience, Fuel, or EV Charging Stations, if proposed, including identification of the proposed food, beverage, convenience, Fuel, and/or EV providers;
 - (b) a plan to transition from the existing Service Plaza operators to the Selected Proposer with a minimum amount of disruption to services to the public;
 - (c) a stakeholder communication plan describing the Proposer’s approach, following Contract Award and in accordance with Section 2.10 of the ITP and MassDOT direction, to communications with MassDOT, the traveling public, and, as applicable, existing operators, existing subtenants, or contractors during the Transition Period;
 - (d) a summary of temporary operating arrangements and interim operating hours including how the Proposer will maintain the continuous 24-hour operation requirements as set forth in Section 8.5 of the Lease, and continuity of

customer-facing services and amenities during the Transition Period; and

- (e) a summary of operational, safety and security, and stakeholder communication measures during the Transition Period.

For the avoidance of doubt, MassDOT is not requiring Proposers to obtain commitments from, or engage in pre-Contract Award coordination with, existing operators, subtenants, or contractors except as expressly authorized by MassDOT in writing in accordance with Section 2.10 of the ITP.

(B) Redevelopment Period:

- i. The Proposer’s plan for the Redevelopment Period shall describe its approach for each Service Plaza, including Plaza Component Plans that mitigate interrupted access to food, beverage, convenience, Fuel, EV Charging Stations, and other customer-facing services and amenities. The Proposer’s plan shall also include, but not be limited to, the following:
 - (a) the Proposer’s approach to O&M Services during the Redevelopment Work;
 - (b) the Proposer’s approach to ensuring the safety and security of patrons, staff and facilities;
 - (c) the Proposer’s approach to marketing and stakeholder communication;
 - (d) a tenant plan including proposed operating hours during construction;
 - (e) provisions for continued access to services during construction (including non-revenue producing services);
 - (f) a description of anticipated impacts on operations, customer access, and customer convenience during construction, together with proposed mitigation measures;
 - (g) the continued provision, temporary location, or replacement, as applicable, of required customer-facing and Commonwealth-related services and amenities identified in the Lease including vending facilities operated by the Massachusetts Commission for the Blind as set forth in Section 8.14 of the Lease and any co-located Commonwealth services;
 - (h) the Proposer’s approach to satisfying the Local Vendor Requirement set forth in Section 8.9 of the Lease, including preparing and implementing the Local Vendor Plan for each Service Plaza in accordance with Section 8.2(G) of the Lease and as further described in Attachment A, Section A5.2(C)(i)(d). This approach shall establish and maintain the Designated Local Retail Area at each Service Plaza and

provide temporary or relocated arrangements to showcase Locally Sourced Products while Redevelopment Work is ongoing. If MassDOT closes a Service Plaza or any portion of it for Construction Work, the approach shall describe how the Proposer will resume the Designated Local Retail Area upon reopening, consistent with Section 3.7 of Appendix F (Operations and Maintenance Performance Standards);

- (i) the Proposer’s approach to maintaining continuity of Fuel Service during the Redevelopment Work including any temporary fueling arrangements and compliance with Section 8.16 of the Lease;
- (j) the Plaza Operations and Maintenance Plans for the Redevelopment Period, including operation, repair, and maintenance responsibilities and maintenance log;
- (k) the Quality Assurance and Quality Control Plans, including monitoring activities, schedules, and corrective actions to maintain compliance with the Operations and Maintenance Performance Standards;
- (l) the Environmental Management Plans, including compliance measures and coordination with Article 11 of the Lease and Appendix J (Environmental Protocol), and the Proposer’s approach to submitting Service Plaza-specific Environmental Management Plans to MassDOT no later than one hundred twenty (120) days prior to commencement of Redevelopment Work at each Service Plaza in accordance with Section 8.2(C) of the Lease;
- (m) the Safety and Security Plans, including the Proposer’s approach to lighting, surveillance, secure access, parking compliance in accordance with guidance by the Massachusetts State Police Department, and safety measures for EV Charging Stations, as applicable; and
- (n) the Proposer’s approach to staffing, maintenance resources, and maintenance equipment sufficient to maintain required cleanliness, appearance, amenities, and customer convenience.

(C) Post Redevelopment Period.

- i. The Proposer’s plan for the post-Redevelopment Period shall describe its approach for each Service Plaza, including Plaza Component Plans that minimize disruption to any services to the public and reflect procurement goals for supporting local industries and providing enhanced services including truck parking and facilities including during any Permitted Capital Improvements undertaken after the Redevelopment Period. Address the items in Attachment A, Section A5.2(B)(i) with a focus on the differences in

O&M Services after the Redevelopment Period, and demonstrate the Proposer’s approach to:

- (a) meeting or exceeding the Operations and Maintenance Performance Standards set forth in Appendix F of the Lease, including EV Charging Requirements as set forth in Section 4.16 of Appendix E;
- (b) ensuring the safety and security of patrons, staff, and facilities through a Safety and Security Plan;
- (c) supporting host communities and regions with employment, economic development, and tourism opportunities;
- (d) satisfying the Local Vendor Requirement as set forth in Section 8.9 of the Lease including the preparation of the Local Vendor Plan for each Service Plaza in accordance with Section 8.2(G) of the Lease. The Local Vendor Plans shall be submitted as a part of the Plaza Component Plans for MassDOT review and approval (or verification) in accordance with Section 8.3 of the Lease. Each Local Vendor Plan shall address the showcasing of Locally Sourced Products at each Service Plaza and shall include:
 - 1. the Designated Local Retail Area at each Service Plaza, equal to no less than five percent (5%) of the Tenant Space at such Service Plaza, and identification of its location and dimensions together with a floor plan. The Proposer may commit to a Designated Local Retail Area exceeding this minimum, and in accordance with Section A5.1(C) above. The Proposer’s committed Designated Local Retail Area shall become the operative minimum for such Service Plaza throughout the Lease Term;
 - 2. the Proposer’s approach to vendor sourcing, vendor onboarding, quality assurance, product placement, and dedicated shelf space or display area for Locally Sourced Products. The Proposer shall describe how it will integrate Locally Sourced Products into the frozen, refrigerated, and shelf-stable grocery sections and the food service offerings at each Service Plaza and, as relevant, into vending machines, takeaway food service, seasonal farmers markets, and pop-up venues. The Proposer shall also describe its approach to signage that identifies such goods to the traveling public;
 - 3. the Proposer’s approach to marketing and promoting Locally Sourced Products. This approach shall include signage, wayfinding, digital displays, and periodic promotional events. The Proposer may describe how it will incorporate the Massachusetts Grown and Fresher branding, signage, and promotional materials in coordination with the Massachusetts Executive Office of Economic Development to market Locally Sourced Products. Each promotional activity shall be subject to MassDOT prior review and approval; and
 - 4. the Proposer’s approach to annual reporting to MassDOT on the Local Vendor Requirement in accordance with Section 8.9(C) of the Lease. Such report shall include

Gross Revenues attributable to the Local Vendor Requirement, which the Concessionaire shall include in Gross Revenues in accordance with Section 8.9 of the Lease.

- (e) maintaining a high-quality standard of cleanliness across all Service Plazas through the Lease Term, and maintaining the buildings, site improvements, and related facilities in a high-quality condition, including ongoing repair of visible deterioration, grounds maintenance, Major Repairs (as set forth in Section 9.5 of the Lease), capital maintenance work, and O&M Services during any Capital Improvements after the Redevelopment Period;
- (f) staffing and workforce management to support continuous, high-quality operations;
- (g) operating and maintaining EV Charging Stations, energy systems, and truck services as core service offerings;
- (h) managing food, beverage, retail, Fuel, and other service providers within the Service Plazas;
- (i) for performance monitoring, reporting, and continuous improvement of customer experience including periodic operating reports as set forth in Section 8.17 of the Lease;
- (j) leveraging innovation and new communications technologies to reach, inform, and interact with the public and potential customers (such as mobile applications or digital displays);
- (k) implementing parking technology;
- (l) establishing and maintaining stakeholder communications and customer feedback systems;
- (m) adopting and maintaining enhanced customer services and amenities set forth in the Lease, including any required signage, public wi-fi, digital media, customer information tools, and other customer-facing amenities;
- (n) coordinating with any Commonwealth co-located services required to be accommodated at the applicable Service Plazas;
- (o) implementing the Plaza Operations and Maintenance Plans, including continuous operations, operating hours as set forth in Section 8.5 of the Lease, maintenance logs, and operation, repair, and maintenance responsibilities;
- (p) developing and implementing the Quality Assurance and Quality Control Plans in accordance with Section 8.2(B) of the Lease and Appendix F (Operations and Maintenance Performance Standards), including monitoring activities, schedules, and measures to address non-compliance;
- (q) developing and implementing the Environmental Management Plans, including environmental compliance

- measures and procedures in accordance with Article 11 of the Lease and Appendix J (Environmental Protocol);
- (r) developing and implementing the Renewal and Replacement Plans, including future Capital Improvements, preparation of such plans by an independent professional engineer in accordance with Section 8.2(E) of the Lease, and funding and managing the Renewal and Replacement Reserve Account as set forth in Section 9.6 of the Lease;
 - (s) developing and maintaining the Marketing Plans, including marketing, promotional, and advertising activities. The Marketing Plans shall include a “Choose Mass” component that promotes the Local Vendor Requirement described in subpart (d) above through signage, digital media, and periodic promotional events for each Service Plaza;
 - (t) providing and maintaining adequate staffing, maintenance resources, and maintenance equipment at each Service Plaza;
 - (u) complying with the additional operational requirements of the Lease including flags and flagpoles (Section 8.8 of the Lease), Local Vendor Requirement (Section 8.9 of the Lease), the survey-based pricing methodology (Sections 8.10 and 8.11 of the Lease), vending facilities and the Massachusetts Commission for the Blind (Section 8.14 of the Lease), each to the extent applicable under the Lease;
 - (v) operating and maintaining EV Charging Stations, including safety, security, consumer protection, grid protection, uptime requirements in accordance with Section 2.4 of Appendix F, future expansion and Subsequent EV Capital Improvements as set forth in Section 8.15(F) of the Lease, and related service requirements under the Lease;
 - (w) the Surrender Requirements set forth in Section 9.8 of the Lease and Appendix I (Surrender Requirements) including maintaining each Service Plaza in a condition consistent with the Surrender Requirements throughout the Lease Term; and
 - (x) staffing each Service Plaza with on-site managers available 24 hours per day, 7 days per week, 365 days per year, in accordance with Section 2.13 of Appendix F (Operations and Maintenance Performance Standards).

A6.0 INITIAL PLAZA REDEVELOPMENT PLAN QUALITATIVE EVALUATION CRITERIA FOR PART 5 OF THE PROPOSAL (14%)

A6.1 OBJECTIVE

To identify a Proposer that demonstrates a plan to improve and redevelop each of the Service

Plazas, including both (i) an overall approach to Redevelopment Work across all Service Plazas and (ii) distinct plan for each individual Service Plaza, in a manner that minimizes disruption to the traveling public, recognizes and reflects the unique geographic and cultural characteristics of each Service Plaza location, and maximizes revenue for the Commonwealth. This evaluation will consider the Proposer’s approach to redevelopment including its compliance with required EV infrastructure buildout milestones.

MassDOT will evaluate the Proposer’s qualifications as follows:

- (A) Plans and Narrative (10%): Provide an Initial Plaza Redevelopment Plan demonstrating a clear understanding and vision for each Service Plaza that addresses both the design and construction phases.
- (B) Schedule (2%): Baseline Schedule for the proposed Redevelopment Improvements at each Service Plaza. Proposers will receive a higher qualitative rating for a Baseline Schedule that credibly demonstrates early completion of the Redevelopment Work, provided that such Baseline Schedule is achievable in view of all requirements in the Lease, including Appendix E (Design and Construction Requirements) and Appendix J (Environmental Protocol).
- (C) Risks (2%): Risk register that identifies the approach and mitigation strategy for anticipated risks associated with the Redevelopment Work, including risks related to Governmental Approvals, Environmental Approvals, environmental conditions (including Pre-Existing Hazardous Substances Conditions), and coordination with Separate Contractors.

Scoring Methodology: The Initial Plaza Redevelopment Plan component will be scored out of a maximum of 14 points, determined by the weighting multiplied by the qualitative rating as defined in Section 4.6 of the ITP.

Score = 10 x (0.10 weighting for plans and narrative x qualitative rating for plans and narrative + 0.02 weighting for schedule x qualitative rating for schedule + 0.02 weighting for risks x qualitative rating for risks)

A6.2 INFORMATION

The Proposer shall submit an Initial Plaza Redevelopment Plan, that includes a Baseline Schedule and risk register as set forth below, organized to include (i) an approach across all Service Plazas and (ii) separate subsections for each Service Plaza (each, a “Service Plaza Redevelopment Plan”). The Proposer’s Initial Plaza Redevelopment Plan shall demonstrate that the proposed technical elements meet or exceed the BTC, the requirements of the Lease, including the Design and Construction Requirements (Appendix E), and the goals of the procurement, including reflecting the unique regions of the Commonwealth and addressing all requested services and shall, at a minimum, address the items identified in this Section A6.2. The Initial Plaza Redevelopment Plan, as finalized with the Selected Proposer, will be incorporated into the Lease as Appendix C and will be subject to MassDOT’s review and verification of plans and specifications in accordance with Section 5.3 of the Lease and Appendix E (Design and Construction Requirements).

(A) Service Plaza Redevelopment Plans and Narrative (Consider both design and construction):

- i. Site plans and narrative for each Service Plaza location that indicate materials and clearly show:
 - Site phasing plan
 - Overall site plan
 - Circulation and parking layout and how truck parking criteria are met or exceeded
 - Other outdoor spaces and amenities (e.g. farmers market)
 - Tank replacement and fueling system operations
 - EV Infrastructure plan that complies with the requirements of Section 4.16.2 of Appendix E at each Service Plaza within twenty-four (24) months from the Commencement Date
 - Drainage and Stormwater management plan
 - Landscape basis of design
 - Matrix of anticipated Governmental Approvals, including a forecasted issuance date for each approval, a permitting schedule and permitting strategy, addressing the requirements of Section 5.2 of the Lease.
 - Approach to compliance with the environmental requirements of Article 11 of the Lease and Appendix J (Environmental Protocol), including the Proposer's approach to environmental assessment and management during the Redevelopment Work
- ii. Building plans for each Service Plaza shall be included in the applicable Service Plaza Redevelopment Plan and shall be consistent with and demonstrate compliance with the Project Prototype requirements, as described in Section 4.10.3 of Appendix E, including Type S, Type M, and Type L, as applicable to each Service Plaza location. Include:
 - Architectural:
 - Demolition plans (where applicable)
 - Floor plan - Overall
 - Enlarged plans of key areas
 - Exterior elevations
 - Building sections
 - Wall sections
 - Interior and exterior typical details
 - Structural:
 - Concrete foundation plan
 - Steel framing drawings
 - Elevated slab-on-deck

- Masonry drawings
 - Fire Protection:
 - Demolition plans
 - Fire extinguishing systems
 - Fire alarm systems
- iii. Provide the following reports as part of the Proposal submission:
 - Code analysis
 - Envelope compliance
 - Interior materials/themes
 - A fire protection report that includes preliminary calculations and water supply sizing
 - A sustainability report that addresses daylighting, renewable energy, metered systems and water-use reduction
- iv. Provide renderings that demonstrate the vision for each Service Plaza building, including how such vision reflects the unique geography and culture of the Commonwealth and the applicable Service Plaza location; and
- v. Identify any work assumed to be by others, including any anticipated work by MassDOT or Separate Contractors at or in the vicinity of the Service Plazas, and describe the Proposer's approach to coordination with such parties in accordance with Section 5.9 of the Lease.

(B) Baseline Schedule:

- i. Logical phasing and sequencing strategy for Redevelopment Work for each Service Plaza location. In addition, indicate the overall phasing and sequencing strategy among each Service Plaza. The Baseline Schedule shall demonstrate compliance with Section 5.6(C) of the Lease regarding staggering Redevelopment Work at adjacent Service Plazas in the same direction of travel.
- ii. Baseline Schedule includes Contract Milestones for each Service Plaza demonstrating logical sequence of Redevelopment Work per the requirements of the Lease, including the Redevelopment Period and the milestone requirements set forth in Section 7.1 of Appendix E. The Baseline Schedule shall also address both the design and construction phases. The schedule shall also identify the proposed commencement of the Redevelopment Period for each Service Plaza considering the Construction Commencement Conditions set forth in Section 5.4(C) of the Lease.

(C) Risk Register:

- i. The Proposer shall provide a risk register that includes (i) risks across the Project and (ii) risks specific to each Service Plaza, identifying its approach and mitigation strategies for anticipated risks associated with the Redevelopment Work. Without limitation, the risk register shall address the risks identified in Section 1.4 of Appendix E and shall demonstrate how the Proposer will mitigate such risks during the Redevelopment Period. The Proposer shall also identify any additional risks it deems material to the Project, including risks related to users of the Service Plaza, ongoing operations, environmental conditions (including Pre-Existing Hazardous Substances Conditions as described in Article 11 of the Lease), Governmental Approvals (as described in Section 5.2 of the Lease) permitting, coordination with Separate Contractors (Section 5.9 of the Lease) and schedule, and shall describe corresponding mitigation measures.

A7.0 MINIMUM ANNUAL GUARANTEED RENT (MAG) QUALITATIVE EVALUATION CRITERIA FOR PART 6 OF THE PROPOSAL (30%)

OBJECTIVE: To provide consistent, predictable, annual rental revenue for MassDOT, with rent subject to annual escalation, and separate from revenue sharing agreements. The MAG structure is intended to mitigate revenue volatility while ensuring Proposers commit to a minimum financial obligation over the Lease Term.

MAG shall be payable regardless of gross sales performance and shall be subject to annual escalation to preserve real value over time, as set forth in Section 4.1 of the Lease.

Scoring Methodology: The MAG component will be scored out of a maximum of 30 points, determined as follows:

$$\text{Score} = 30 \text{ points} \times (\text{MAG bid}) / (\text{highest valid MAG bid})$$

A7.1 INFORMATION

The Proposer shall submit Attachment B, Form J – Minimum Annual Guaranteed Rent (MAG) and Revenue Share Rent.

The MAG shall be proposed as a single annual dollar amount that aggregates the Service Plaza amounts for Year 1 of the Lease, subject only to annual CPI-based escalation as set forth in Section 4.1 of the Lease.

The MAG shall remain consistent across the Lease Term, except for annual escalation applied to the MAG. The applicable value shall conform with the Financial Model and be increased annually in accordance with the greater of CPI or 3 percent, specified by MassDOT, as set forth in Section 4.1 of the Lease.

A8.0 REVENUE SHARE RENT QUALITATIVE EVALUATION CRITERIA FOR PART 7 OF THE PROPOSAL (10%)

OBJECTIVE: To provide a revenue-sharing mechanism in addition to Minimum Annual Guaranteed Rent (MAG) that aligns with the interests of MassDOT and the Proposer by sharing risk and rewards associated with Service Plaza operations.

Scoring Methodology: The Revenue Share Rent component will be scored out of a maximum of 10 points, determined as follows:

$$\text{Score} = 10 \text{ points} \times (\text{Revenue Share \% bid}) / (\text{highest valid Revenue Share \% bid})$$

A8.1 INFORMATION

The Proposer shall submit Attachment B, Form J – Minimum Annual Guaranteed Rent (MAG) and Revenue Share Rent.

The Revenue Share Rent shall be proposed as a percentage of the annual Gross Revenues for the Service Plazas, collectively, and conform with the Proposer's Financial Model. The percentage shall be consistent across the Lease Term.

A9.0 CAPITAL INVESTMENT QUALITATIVE EVALUATION CRITERIA FOR PART 8 OF THE PROPOSAL (10%)

OBJECTIVE: To incentivize capital reinvestment in Service Plazas owned by MassDOT that meets or exceeds minimum requirements, enhances customer experience, and ensures the long-term quality, functionality, and condition of MassDOT-owned Service Plazas.

MassDOT will evaluate the Proposer's qualifications as follows:

- Total Minimum Capital Investment Commitment Amount for the Redevelopment Work (10%)

This will include and is not limited to:

- Total Minimum Capital Investment Commitment Amount
- Reasonableness and credibility of cost estimates
- Financial feasibility and funding certainty
- Alignment with Financial Model
- Alignment between investment scope and proposed operational outcomes as reflected in the Initial Plaza Redevelopment Plan

Scoring Methodology: The Minimum Capital Investment Commitment Amount component will be scored out of a maximum of 10 points, determined as follows:

$$\text{Score} = 10 \text{ points} \times (\text{Minimum Capital Investment Commitment Amount bid}) / (\text{highest valid Minimum Capital Investment Commitment Amount bid})$$

A9.1 INFORMATION

The Proposer shall submit its Minimum Capital Investment Commitment Amount and Preliminary Schedule of Values on Attachment B, Form K for the Service Plazas.

- (A) Anticipated Minimum Capital Investment Commitment Amount for the Redevelopment Work for each Lease year of the Redevelopment Period, both:
 - i. In the aggregate for the Service Plazas; and
 - ii. For each individual Service Plaza.

The Proposer shall also submit the following information:

- (A) The Preliminary Schedule of Values, in the form set forth in Form K, allocating the Minimum Capital Investment Commitment Amount by Service Plaza across the line items set forth therein during the Redevelopment Period. The schedule of values shall reflect, and the accompanying narrative shall address, at a minimum:
 - i. hard costs;
 - ii. soft costs (design, permitting, Project management, professional fees);
 - iii. contingencies;
 - iv. additional breakdowns by major scope elements where applicable; and
 - v. anticipated insurance costs to meet the Required Insurance set forth in Section 16.1 of the Lease.

The Proposer shall also provide a narrative that clearly identifies:

- (A) level of design development; and
- (B) anticipated phasing of the Redevelopment Work

All information should align with information presented in the Initial Plaza Redevelopment Plan submitted in accordance with Part 5 of the Proposal and Attachment A, Section A6.2.

For purposes of Form K and the evaluation, values shall be stated in dollars as of the Commencement Date, and shall not include cost escalation beyond such date.

A10.0 FINANCING PLAN QUALITATIVE EVALUATION CRITERIA FOR PART 9 OF THE PROPOSAL (10%)

OBJECTIVE: To establish a sustainable and cost-effective financing strategy that (i) secures the capital necessary to successfully deliver the Service Plazas, (ii) ensures efficient allocation and

management of funds, (iii) minimizes financial risk, and (iv) aligns with the Project’s objectives and Baseline Schedule.

Please note that MassDOT allocates equal weighting to a corporate or project financing structure and is focused on the schedule and process for achieving Financial Close by the date specified in Section 2.2 of the ITP and in accordance with Article 3 of the Transition Agreement, as well as the Financing Plan’s likelihood of success. MassDOT will evaluate the Proposer’s qualifications as follows:

- Schedule (5%): Provide a Financing Plan that summarizes the proposed sources of funding and the process and projected timing required to achieve Financial Close by the deadline specified in Section 2.2 of the ITP.
- Likelihood (5%): The Financing Plan shall provide sufficient information to assess the plan’s near and long-term likelihood of success relative to commitments made in the Financial Proposal.

Scoring Methodology: The Financing Plan component will be scored out of a maximum of 10 points, determined as follows:

Score = Up to 5 points for “Schedule” + Up to 5 points for “Likelihood”

A10.1 INFORMATION

The Proposer shall submit the following:

In support of “Schedule” (5 points):

- The Financing Plan summarizing the proposed sources of funding and the process and projected timing required to achieve Financial Close. The plan shall identify any risks, including a detailed description of the interplay between key financing and technical related workstreams during the Financial Close process, and detail the steps toward achieving Financial Close, including acknowledgement of the required Financial Close Security at Commercial Close in accordance with the Transition Agreement. Any off-market risks assigned to MassDOT will result in a lower score for this subcriterion.
- Equity Commitment Letters and Lender Commitment Letters, as applicable, from the financing sources identified in the Financing Plan. Such letters should identify whether certain due diligence (technical, financial, insurance, and legal) on the Project has been completed and that the forms of Transition Agreement and Lease are acceptable.

Note: Any off-market risks assigned to MassDOT will result in a lower score for this subcriterion.

In support of “Likelihood” (5 points):

- The Financing Plan further described in Section A10.2 shall provide sufficient information to assess the plan’s near and long-term likelihood of success relative to commitments made in the Financial Proposal, demonstrating a robust structure and creditworthiness, and shall include, if applicable, specific details of the scope and terms of any proposed guarantees from Financially Responsible Parties on which the Proposer relies to demonstrate its own financial capacity and that of its Project Contractors; including
 - Financial Model in accordance with Section A.10.2 below;
 - Financial Model Audit Letter in accordance with Section A.10.2 below; and
 - Rating Agency Letter as further detailed below.

The evaluation under this section will be based on both MassDOT’s qualitative and quantitative assessments of the information presented. MassDOT will consider not only whether the required information is provided, but also the degree to which the Proposal demonstrates understanding, feasibility, integration, and overall quality. MassDOT may consider the relative merits of Proposals including strengths, weaknesses, risks, and value, and is not required to assign scores based solely on the presence or absence of individual elements.

A10.2 FINANCING PLAN

(A) Financing Plan

The Proposer shall provide a financing plan for the Proposal (the “Financing Plan”) that includes the following information for the Service Plazas:

- i. The Financing Plan will contain a financial narrative, not to exceed seven (7) pages, that shall include:
 - (a) A description of the steps and schedule for achieving Financial Close by the deadline specified in Section 2.2 of the ITP. The narrative should include actions to be taken to satisfy all Financial Close conditions precedent set forth in the Transition Agreement.
 - (b) The Proposer’s overall financial strategy for the Redevelopment Improvements, including the all-in cost;
 - (c) A summary of the total amount of Debt to be obtained to fund the Project, including any Redevelopment Improvements;
 - (d) The identity of the initial Lenders and Equity Investors or any other sources of capital. Please note that Transportation Infrastructure Finance and Innovation Act and Private Activity Bonds are not under consideration for this Project.

Any Financing Plan that includes or assumes TIFIA Loan and/or PABs will be considered non-responsive. If the financing will comprise more than one financing facility, the Proposer shall list the amount to be obtained from each financing facility, the identity of each Lender and provider of equity or any other sources of capital, and the purpose of each financing facility;

- (e) The types and purpose of Debt instruments to be used, including senior Debt, mezzanine Debt, taxable bonds, on-balance sheet financing, corporate Debt and any other forms of Debt finance, including market pricing and yields for benchmark indices, and credit spreads that the Proposer anticipates using, and market commentary on comparable market trades and commentary including significant market data points;
 - (f) A description of the Lenders' commitment to underwrite and finance, along with its credit ratings;
 - (g) Any additional Project structuring details that will inform the evaluation of the likelihood of success and robustness of the Financing Plan like credit enhancements, any swaps or synthetic structures, letters of credit and subordinated facilities; the maximum leverage ratio allowed by Lenders and all applicable Debt service coverage ratio requirements with respect to average and minimum levels; the maximum and average maturity of each Debt facility, any principal or interest deferral periods and drawdowns or availability periods for each facility any reserve accounts that the Concessionaire will establish pursuant to requirements under its lending agreements, including assurance with any financial covenants; and
 - (h) A clear description of any Exempt Refinancing contemplated by the Concessionaire.
- ii. A monthly financing utilization, Debt drawdown and repayment schedule, (separating principal and interest), together with a schedule for fees and other upfront and ongoing financing costs;
 - iii. If applicable, Lenders' Commitment Letters, as described in Attachment A, Section A10.2(B);
 - iv. Equity Commitment Letters, as described in Attachment A, Section A10.2(C); and

- v. A Financial Model, as described in Attachment A, Section A10.2(D).

(B) Lender Commitment Letters

To the extent that the Financing Plan contemplates Debt to fund the Project, the Financing Plan must include a letter from each of the Lenders (each, a “Lenders’ Commitment Letter”) collectively representing 100% of the Debt required for the Financing Plan, including any underwriters, monoline insurers and government sponsored or bank Lenders, evidencing the relevant Lender’s commitment to underwrite or provide the Debt facilities described in the Proposer’s Financing Plan. Each Lender Commitment Letter must comply with the following requirements:

- i. Describe the Debt facility (or facilities) and/or hedging instrument(s) the relevant Lender will be providing, and the amount(s) thereof, and for bond facilities, details of any underwriting commitments, including at a minimum, a volume underwriting commitment;
- ii. Confirmation that the Lender has completed all material aspects of its due diligence or all appropriate and necessary relevant due diligence, including, in each case, financial, model, legal, technical, and tax reviews;
- iii. Acknowledge that all material intercreditor issues, if any, with other Lenders or any sureties have been preliminarily agreed by the relevant parties; and
- iv. Confirm that:
 - (a) The required approvals from the Lender’s credit committee or other entity that is responsible for approving the financing have been obtained;
 - (b) Such approvals are not, and will not be, subject to contingencies or conditions precedent, other than those customary for financings for projects similar to the Redevelopment Improvements at the applicable Service Plaza; and
 - (c) Drawdowns from the relevant Debt facility will not be subject to contingencies or conditions precedent other than those customary for financings for projects similar to the Redevelopment Improvements at the applicable Service Plaza;
 - (d) Include an anticipated date for Financial Close, a validity period for commitment evidenced by the relevant Lender’s

Commitment Letter, and indicate the extent to which (as applicable) volume commitments, credit spreads, or other financing related fees are locked or subject to market flex provisions through such anticipated date (or any other applicable date);

- (e) Include, as applicable, in respect of a bank financing, the most recent credit ratings for the Lender (excluding underwriters) providing such Lender Commitment Letter, evidencing a credit rating published by at least one Rating Agency of at least A-/A3 (or its equivalent) and a credit rating published by at least one Rating Agency of at least BBB+/Baa1 (or its equivalent), and identifying any rating actions which have occurred over the 12-month period prior to the date of such Lender Commitment Letter;
- (f) If a capital markets financing (each a “Bond Financing”) is included in the Financing Plan, evidence of the bond underwriter’s experience with similar financial structures and commitment and ability to achieve Financial Close within the timeframe set forth in the Initial Plaza Redevelopment Plan; and/or
- (g) If a Private Placement financing is included in the Financing Plan, include the identification of a Private Placement Agent, and a commitment letter from the Private Placement Agent including the level and duration of commitment of the financing facility as contemplated in the Proposal and the level of due diligence that has been performed.

(C) Equity Commitment Letters

The Financing Plan must include a letter from each of the Equity Investors (each, an “Equity Commitment Letter”) collectively representing 100% of the equity commitment for the Financing Plan, evidencing each Equity Investor’s commitment to provide the equity described in the Proposer’s Financing Plan. Each Equity Commitment Letter must comply with the following requirements:

- i. Identity of the Equity Investors;
- ii. The amount of funds that each shareholder/member is expected to commit and the timing of such subscription;
- iii. The anticipated general terms and conditions of the subscription, including dividend rights attaching to shares, the extent to which funds are committed, and the length of time funds will remain in the Project;

- iv. Letters of commitment or board actions evidencing the Equity Investors' commitment of the required equity for the Project;
- v. If the total amount of equity finance is expected to change during the Redevelopment Period, the terms and conditions of any further planned equity subscription, including the expected timing and amount, and whether this will be provided by the existing shareholders, partners or by third party investors; and
- vi. If an equity investment is anticipated to come from an investment fund, the following information from the Proposer:
 - (a) The date the fund was established;
 - (b) The total amount raised in the investment fund;
 - (c) The total amounts of undrawn and uncommitted funds available to be invested in the Project;
 - (d) Confirmation that the Project is an eligible investment of the fund;
 - (e) Confirmation that the amount to be contributed does not exceed the maximum investment permitted by the fund bylaws, based on the amount raised in the investment fund as of the bid date;
 - (f) Fund managers and general characteristics of the fund investors; and
 - (g) The percentage of participation.

(D) Financial Model

As part of the Financing Plan, the Proposer shall include a financial model that satisfies each of the following requirements (the "Financial Model"):

- i. General and Structuring Requirements of the Financial Model.
 - (a) The Financial Model shall be an electronic file constructed in an MS Excel 2007 (or higher version) (English United States) compatible format and shall not require the use of external modules other than those provided by Microsoft or other vendors approved by MassDOT in its discretion.
 - (b) No part of the Financial Model (cell, column, row, sheet, macro or otherwise) shall be separately hidden, locked or protected with a password.

- (c) The Financial Model shall contain no circular references and shall be coded to provide exactly what it is purported to represent, e.g., it should not have any balancing figures or input numbers. Use of macros is acceptable, provided they are visible (e.g., not password protected), well-structured and appropriately documented in the model.
- (d) A separate color-coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells. Other color coding can also be used, but should be fully explained in the model's instruction worksheet (if used).
- (e) The Financial Model shall use columns to denote time periods and rows to denote specific cash flow items. This shall be consistent in all sheets of the Financial Model.
- (f) The first worksheet in the Financial Model shall provide:
 - 1. The logical layout and structure of the Financial Model, including the names of all worksheets and a description of the color coding and/or labeling scheme(s);
 - 2. Sufficient information and instruction regarding the operation of the Financial Model to ensure that MassDOT will be able to read, use and modify the data contained therein and to allow MassDOT to conduct a detailed sensitivity analysis; and
 - 3. A detailed description of the function and intended use of all macros.

ii. Mandatory Financial Model Elements.

- (a) **Input Data Requirements.** The Financial Model shall clearly indicate in one or more input worksheets all assumptions supporting the calculation of projections, including Redevelopment Improvements expenditures, and all financial metrics for financing and associated instruments, including interest rates and credit spread assumptions for applicable maturities within each financing structure if not derived in the model, include indicative pricing for all hedging instruments, and Development Costs.
- (b) **Worksheets and Outputs.** The Financial Model shall dedicate a separate output worksheet for each of the

following. No input cells shall be hard coded in output sheets.

1. A summary sheet which includes a sources and applications of funds statement for construction and operation periods, graphs of cover ratios and a profile of cash balances that confirms the financial feasibility of the Redevelopment Improvements, including all required reserves as prescribed by the Lender(s) and/or lead underwriter(s), as applicable, under the Financial Model;
2. Construction schedules, including (a) monthly sources and uses that include construction phase drawdown requirements, capitalized interest payable or accrued, fees payable or accrued, funding of reserves, source of capital funding for the monthly requirements, investment earnings; and (b) for each source of funding, monthly schedules showing beginning drawn and undrawn balances (funded or committed), construction draws, capitalized interest payable or accrued, fees payable or accrued, funding of reserves and ending drawn and undrawn balances;
3. Financial statements on a GAAP basis (cash flow, sources and uses of funds, balance sheet and profit and loss), in nominal terms for each period;
4. A schedule outlining calculation of taxes payable in each period, and showing tax carry forward and un-depreciated balances;
5. Cash cascade in order of seniority (consistent with the indicative financing term sheets);
6. Pro formas on a cash basis;
7. Spreadsheet representing cash flow, to include revenues and expenses, showing Debt and equity payouts, and proposed Rent payments to MassDOT in the form of a minimum annual guaranteed rent that shall be increased every year in accordance with the Consumer Price Index (“CPI”);
8. Spreadsheet providing Debt coverage ratios, loan life coverage ratio and Project coverage ratio. If there are multiple tiers of Debt, ratios must be provided for each tier;

9. Spreadsheet representing repayment schedule for each financial component, any accretion schedules with a separation of principal and interest included;
10. Internal rate of return on pre-tax and post-tax equity and subordinated Debt in both real and nominal terms and a blended equity return, incorporating all sub-senior Debt finance;
11. Debt to equity ratio for all periods defined as the ratio of total Debt to total equity;
12. Spreadsheet showing notional principal outstanding on a combined and separate basis in each period;
13. Weighted average cost of capital (the average cost of equity and Debt weighted by the prevailing proportions of Debt to equity) at the Proposer level over the Lease Term;
14. For each annual period of each loan, show all actual and average ratios required by the term sheets of the Lender(s) and/or lead underwriter(s), including at a minimum, the Debt service coverage ratio and loan life cover ratio;
15. Appropriate reserves as required by the Lenders' term sheets and/or the Lease, which may include a Debt service reserve account, and any other reserve accounts required under the Financing Documents, and shall include, at a minimum, the Renewal and Replacement Reserve Account in accordance with Section 9.6 of the Lease. MassDOT will expect the Financial Model to incorporate the benefit of interest earned on all of the Proposer's cash balances, provided that, with respect to the Renewal and Replacement Reserve Account, all interest shall be treated in a manner consistent with Section 9.6 of the Lease.
16. If a refinancing is assumed, any cash flows associated with such refinancing; and
17. The impact of all claims for tax allowances made by the Proposer, if applicable.

- (c) Other Documentation. The Proposer shall provide any other documentation necessary or reasonably requested by MassDOT to operate the Financial Model.
- (E) Written Certification. Together with the Financing Plan, the Proposer shall provide a written certification by the Authorized Representative certifying that the Proposer represents and warrants that the draft Financial Model submitted as part of the Financing Plan:
 - i. Was prepared by or on behalf of the Proposer in good faith;
 - ii. Was audited and verified by an independent, recognized model auditor prior to its submittal with the Financing Plan. The independent model auditor shall review and confirm that all values presented in the Financial Proposal, including Form J (MAG and Revenue Share Rent), Form K (Minimum Capital Investment Commitment Amount and Preliminary Schedule of Values), and any other financial inputs, are consistently and accurately reflected in the Financial Model, including verification of reconciliation between submitted forms, supporting calculations, and the Financial Model;
 - iii. Fully discloses all cost, revenue and other financial assumptions and projections relevant to the Proposer’s performance of its obligations under this Lease; and
 - iv. Includes only formulas that are mathematically correct and suitable for making the projections referred to in Attachment A, Section A10.2(D)(ii).
 - v. FINANCIAL MODEL AUDIT COMPLIANCE

The Proposer shall provide, as part of the Financial Proposal submission, a model auditor reliance letter that fully complies with the requirements set forth in Attachment A, Section A10.2, including the requirement that such letter be addressed to, and expressly permit reliance by MassDOT.

The model auditor reliance letter shall confirm that the Financial Model has been independently audited, is free of mechanical error, is consistent with the requirements of the ITP, and the Lease, and shall not contain any material limitations on reliance, qualifications, disclaimers, or liability caps that, in the sole discretion of MassDOT, materially impair such reliance.

Failure to provide a compliant model auditor reliance letter shall result in the Proposal being deemed non-responsive.

vi. Rating Agency Letter

The Proposer shall provide any relevant credit rating such as if the Lenders require an indicate credit rating by Major Rating Agencies on the securities to be issued or if under a corporate structure a corporate rating is relevant to demonstrating overall strength of the Financing Plan.

(F) Insurance Broker or Consultant Letter

As part of the Financing Plan, the Proposer shall include a letter from the Proposer's insurance broker or consultant, addressed to MassDOT, certifying that such broker or consultant:

- i. has reviewed the insurance requirements set forth in Sections 2.2(A)(2), 3.1(A)(6), and 3.3(D)(2) of the Transition Agreement and Section 16.1 of the Lease, including all minimum coverage types, scopes, limits, and endorsement requirements applicable to the Redevelopment Period and the Lease Term;
- ii. has evaluated the commercial availability of the Required Insurance coverages in the current insurance market;
- iii. has reviewed Proposer's claims history and loss runs under the coverages described in the Required Insurance under Section 16.1 of the Lease and found no reason why Proposer should not be able to obtain the Required Insurance; and
- iv. is prepared to place coverage, on behalf of the Proposer, that complies with such insurance requirements.

If the broker or consultant determines that the Required Insurance is not commercially available, in whole or in part, to Proposer, the broker or consultant may provide a letter stating the specific reasons for such unavailability and shall provide such supporting information as reasonably necessary to evidence such unavailability. The insurance broker or consultant shall be licensed in the Commonwealth of Massachusetts and shall also be independent of the Proposer and its Major Participants. The letter shall identify the broker or consultant by name, firm, and contact information (e-mail and phone), shall provide information demonstrating the broker's or consultant's experience with and qualifications for the types and scopes of coverages arising under the Transition Agreement and Lease, and shall be dated no earlier than thirty (30) days prior to the Financial Proposal Due Date.

A11.0 FORMAT AND ORGANIZATION OF THE PROPOSAL

The Proposal must be submitted in the following format and on the forms contained in Attachment B– ITP Forms:

TABLE A.11

The Proposer shall submit all information required by this Attachment A. Table A.11 is provided for organizational and compliance-tracking purposes only and, except for the Proposer’s obligations set forth in the following sentence, does not modify, limit, or supersede any submission requirement set forth elsewhere in the RFP, including the ITP. Proposers shall follow the order of the Technical Proposal Checklist and the Financial Proposal Checklist set forth in Table A.11 in their submissions. A reference copy of Table A.11 shall be submitted with the Technical Proposal and the Financial Proposal. Proposers shall complete the “Proposal Cross-Reference” column with their submission identifying the Part, section, and page number of the Proposal where each item is addressed.

Outline for Submission of the Technical Proposal					
Proposal Part	Proposal Component	Form (if any)	ITP Cross-Reference	Count Toward Page Limit?	Proposal Cross-Reference
EXECUTIVE	Narrative executive summary (not to exceed 7 pages)	N/A	Section 3.2.2 (A)	N/A	
PROPOSAL PART 1 LEGAL/ADMINISTRATIVE PASS/FAIL EVALUATION CRITERION	Provide active prequalification certificates from (i) MassDOT A&E Board, (ii) MassDOT (Highway – Construction), and (iii) DCAMM (General Building – Construction).	Forms A-1, B, C, D, E-1, F-1, G, I, N, and P, together with the attachments called for by those forms (including Major Participant letters and organizational documents appended to Form A-1) and, for each	Section A2.2	N/A	

		applicable Major Participant.			
Proposal Part 2 FINANCIAL CAPACITY PASS/FAIL EVALUATION CRITERION	Any financial statements and surety letters required by Section A3.0.	Form H, to the extent required, from each applicable Major Participant; Form Q from each entity whose financial statement is included in, or relied upon.	Sections A3.0 - A3.2	N/A	
PROPOSAL PART 3 TEAM EXPERIENCE, PERFORMANCE, STRUCTURE, AND CAPACITY QUALITATIVE EVALUATION CRITERIA	Narrative (not to exceed 20 pages) addressing: (i) experience and performance of the Proposer, Lead Contractor(s), Lead Designer(s), Lead O&M Provider(s), Equity Investor(s), and other Proposer Team Members (including the Independent Peer Reviewer); (ii) organizational structure,	N/A	Sections A4.0 – A4.3	Project sheets, Key Personnel resumes (for the Key Personnel and other staff identified in Appendix K of the Lease), and the organizational chart excluded from the 20-page limit.	

	reporting relationships, an organizational chart, and Key Personnel and other staff for each Major Participant and other Proposer Team Member, in each case meeting minimum qualifications in Appendix K of the Lease; and (iii) current capacity for the Proposer, Major Participants, Key Personnel, and other staff identified pursuant to Section A4.2(C). Include Key Personnel resumes (for the Key Personnel and other staff identified in Appendix K of the Lease) and comparable project descriptions as				
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	required by Section A4.0.				
PROPOSAL PART 4 PLAZA OPERATIONS AND MAINTENANCE PLAN QUALITATIVE EVALUATION CRITERIA	Narrative (not to exceed 20 pages) organized as (i) an overall approach across all Service Plazas for the Transition Period, Redevelopment Period, and remainder of the Lease Term, and (ii) Plaza Component Plans for each Service Plaza, addressing each element of Section A5.0.	N/A	Sections A5.0 – 5.2	The overall approach across all Service Plazas and the Plaza Component Plans for each Service Plaza excluded from the 20-page limit.	
PROPOSAL PART 5 INITIAL PLAZA REDEVELOPMENT PLAN QUALITATIVE EVALUATION CRITERIA	Narrative (not to exceed 20 pages) describing the design and construction phases during the Redevelopment Period, organized as (i) an approach across all Service Plazas and (ii) a Service Plaza Redevelopment	N/A	Sections A6.0 – A6.2	Drawings and reports, Baseline Schedule, and risk register excluded from the 20-page limit.	

	Plan for each Service Plaza. Include a Baseline Schedule and risk register in accordance with Section A6.0.				
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Outline for Submission of the Financial Proposal					
Proposal Part	Proposal Component	Form (if any)	ITP Cross-Reference	Count Toward Page Limit?	Proposal Cross-Reference
EXECUTIVE	Narrative executive summary (not to exceed 7 pages)	N/A	Section 3.2.2 (B)	N/A	
PROPOSAL PART 1A LEGAL/ADMINISTRATIVE PASS/FAIL EVALUATION CRITERION	Provide active prequalification certificates from (i) MassDOT A&E Board, (ii) MassDOT (Highway – Construction), and (iii) DCAMM (General Building – Construction).	Forms A-2, E-2, and F-2 together with the attachments called for by those forms (including Major Participant letters and organizational documents appended to Form A-2) and, for each applicable Major Participant.	Section A2.2 – A2.3	N/A	
PROPOSAL PART 6 MINIMUM ANNUAL GUARANTEED RENT	N/A	Form J, which includes MAG and Revenue Share Rent.	Section A7.0	N/A	

QUALITATIVE EVALUATION CRITERIA					
PROPOSAL PART 7 REVENUE SHARE RENT QUALITATIVE EVALUATION CRITERIA	N/A	Form J, which includes MAG and Revenue Share Rent.	Section A8.0	N/A	
PROPOSAL PART 8 CAPITAL INVESTMENT QUALITATIVE EVALUATION CRITERIA	A narrative describing the proposed Minimum Capital Investment Commitment Amount and its Preliminary Schedule of Values allocating among the Service Plazas and categories of Redevelopment Work in accordance with Section A9.0.	Form K	Section A9.0	N/A	
PROPOSAL PART 9 FINANCING PLAN QUALITATIVE EVALUATION CRITERIA	Financing Plan narrative (not to exceed 7 pages) addressing each element of Section A10.0, together with (i) Lender	N/A	Sections A10.0	Commitment Letters, Insurance Broker or Consultant Letter, Financial Model,	

	Commitment Letters (if applicable); (ii) Equity Commitment Letters (if applicable); (iii) Insurance Broker or Consultant Letter in accordance with Section A10.2(A); (iv) the Financial Model; (v) the Financial Model Audit Letter, and (vi) any applicable Rating Agency Letter.			Financial Model Audit Letter, and Rating Agency Letter excluded from the 7-page limit.	
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**DRAFT Request for Proposals for
Service Plaza Concessionaire**

Instructions to Proposers

Attachment B – ITP Forms

Bid No. BD-26-1030-0H100-H001-127274

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Form A-1

Technical Proposal Cover Letter

(to be submitted on Proposer’s letterhead via SharePoint)

To Massachusetts Department of Transportation
Attention: Pamela Liaperdos
Procurement Manager
10 Park Plaza
Boston, MA 02116
e-mail: Pamela.Liaperdos@dot.state.ma.us

Bid No: BD- 26-1030-0H100-H001-127274

RFP Description: Service Plaza Concessionaire Request for Proposals

Subject: Technical Proposal

The undersigned (“Proposer”) submits this detailed response (the “Technical Proposal”) to that certain Request for Proposals (“RFP”) (MassDOT Bid No. BD-26-1030-0H100-H001-127274) issued by the Massachusetts Department of Transportation (“MassDOT”) for the Service Plaza Concessionaire Project (the “Project”), pursuant to Mass. Gen. Laws ch. 6C, §§ 62-73.

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1.1 of the ITP, the Transition Agreement, or the Lease.

If selected by MassDOT, the Proposer agrees to: (i) achieve Commercial Close by entering into the Transition Agreement and Lease without material changes to their terms, except as expressly permitted by the RFP or otherwise agreed to in writing by MassDOT in its sole discretion, (ii) deliver the Financial Close Security required by the Transition Agreement, (iii) satisfy the other requirements of the RFP applicable to Commercial Close; and (iv) perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this Proposal and satisfaction of the Financial Close requirements set forth in the Transition Agreement.

The Proposer submits to MassDOT the Technical Proposal as contained in the enclosed responses and required forms.

Technical Proposal Parts	
Technical Proposal Executive Summary	
Proposal Part 1	Legal/Administrative (including Forms B, C, D, E-1, F-1, G, I, L (as applicable), M (as applicable), N, P)
Proposal Part 2	Financial Capacity (including Forms H and Q)
Proposal Part 3	Team Experience, Performance, Structure, and Capacity

Proposal Part 4	Plaza Operations and Maintenance Plan
Proposal Part 5	Initial Plaza Redevelopment Plan

The Proposer acknowledges receipt, understanding, and full consideration of all materials posted on COMMBUYS, and the following addenda and sets of questions and clarification responses:

[Proposer to list any addenda to this RFP and sets of questions and answers by dates and numbers.]

This Technical Proposal shall constitute a binding offer open for acceptance by MassDOT.

We confirm that this Technical Proposal has been prepared in compliance with the RFP and agree to conduct ourselves in accordance with the RFP.

The Proposer certifies that its Technical Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that: (i) it has examined and is familiar with all of the provisions of the RFP; (ii) it has reasonably reviewed all materials posted on COMMBUYS, the addenda, and MassDOT’s responses to clarification questions; (iii) it is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Concessionaire; (iv) it has checked all the words, figures, and statements in this Technical Proposal to a degree that is prudent and reasonable in preparing this Technical Proposal; and (v) to the extent identified during the preparation of this Technical Proposal, it has notified MassDOT of any deficiencies in or omissions from the RFP or other documents provided by MassDOT and of any unusual site conditions observed prior to the date hereof.

To the extent the Proposer identifies any errors, inconsistencies, or unusual site conditions after the date hereof, the Proposer agrees to notify MassDOT of such errors, inconsistencies, or unusual site conditions in accordance with the terms and conditions of the Contract Documents.

The Proposer represents that all statements made in the Technical Proposal are true, correct, and accurate as of the date hereof.

The Proposer understands that MassDOT is not bound to accept any Technical Proposal MassDOT may receive.

The Proposer further understands that all costs and expenses incurred by it in preparing this Technical Proposal and participating in the RFP process will be borne solely by the Proposer.

The Proposer consents to MassDOT’s disclosure of its Proposal pursuant to Mass. Gen. Laws, ch. 66 (the Massachusetts Public Records Law or “Public Records Law”) to any Persons in MassDOT’s sole discretion after award of the Lease by MassDOT. The Proposer acknowledges and agrees to the disclosure terms in the Section 2.11.4 of the ITP.

[The Proposer shall identify here any information, listed by Technical Proposal Part and page number, that has been labeled as “TRADE SECRET – PROPRIETARY”]

in the header or footer of each such page affected.]

The Proposer agrees that MassDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Technical Proposal.

In accordance with Section 2.12 of the ITP, the Proposer is responsible for disclosing all of the Proposer team’s potential conflicts of interest and, if applicable, submit an updated, executed Form F-1 (Technical Proposal Conflict of Interest Certification) with its Technical Proposal.

[The Proposer shall identify here any real or perceived conflicts of interest in relation to services under this Project.]

This Technical Proposal shall be governed by and construed in all respects according to the laws of the Commonwealth of Massachusetts.

[This Form A-1 shall be signed by a person having proper legal authority, and the person’s title should be given, such as “owner” in the case of an individual; “partner” in the case of a general partnership; “president,” “treasurer,” or other authorized officer in the case of a corporation.]

The following individual is authorized to enter into the Transition Agreement and Lease with MassDOT on behalf of the Proposer in connection with this RFP, if the Proposer is selected:

Full name and address of the individual or concern submitting this Technical Proposal:

Signed:_____

Title:_____

Date:_____

[Insert the appropriate block from the following.]

If a Corporation:

Incorporated in what State:_____

President:_____

Treasurer:_____

Secretary:_____

If a Partnership (Name all Partners):

Name of Partner:_____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual Doing Business Under a Firm Name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

If a Joint Venture:

Name of Venture: _____

Business Address: _____

Name of Firm or Corporation: _____

Address: _____

Name of Firm or Corporation: _____

Address: _____

Name of Firm or Corporation: _____

Address: _____

Name of Firm or Corporation: _____

Address: _____

[Attach evidence of signatory authorization]

[If any of the joint venture members is a corporation a copy of the vote of the corporation authorizing the joint venture should be attached hereto.]

ADDITIONAL INFORMATION TO BE PROVIDED WITH THIS TECHNICAL PROPOSAL COVER LETTER:

A. The Proposer shall describe in detail the legal structure of the Proposer and the Major Participants.

1. If the Proposer/Major Participant is a corporation or includes a corporation as a joint venture member, partner, or member, provide articles of incorporation and bylaws for the Proposer/Major Participant and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
2. If the Proposer/Major Participant is a partnership or includes a partnership as a joint venture member, partner, or member, attach full names and addresses of all partners and the equity ownership interest of each entity and provide the partnership agreement and certificate of partnership for the Proposer/Major Participant certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
3. If the Proposer/Major Participant is a joint venture or includes a joint venture as a joint venture member, partner, or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity and provide the joint venture agreement certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
4. If the Proposer/Major Participant is a limited liability company or includes a limited liability company as a joint venture member, partner, or member, attach full names and addresses of all members and the equity ownership interest of each entity and provide the operating agreement for a limited liability company certified by an appropriate individual. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.

Attach evidence to the Technical Proposal and to each letter that the person signing has authority to do so.

B. With respect to authorization of execution and delivery of the Technical Proposal and validity thereof, the Proposer shall provide the following:

1. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation;
2. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner;

3. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information;
4. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member; or
5. If the Proposer is an entity that is not yet formed, such evidence shall be in the form of a resolution of each Major Participant, certified by an appropriate officer of such member.

The Proposer's partnership agreement, limited liability company operating agreement, or joint venture agreement, as applicable, must include an express provision satisfactory to MassDOT, in its sole discretion (i) stating that in the event of a dispute between or among joint venture members, partners, or members, as applicable, no joint venture member, partner, or member, as applicable, shall be entitled to stop, hinder, or delay work on the Project; and (ii) containing a joint and several liability statement. If the Proposer is a special purpose vehicle, it shall submit the applicable agreement to MassDOT and identify on the cover page where in the agreement the provision can be found.

Form A-2

Financial Proposal Cover Letter

(to be submitted on Proposer's letterhead via COMMBUYS)

To Massachusetts Department of Transportation
Attention: Pamela Liaperdos
Procurement Manager
10 Park Plaza
Boston, MA 02116
e-mail: Pamela.Liaperdos@dot.state.ma.us

Bid No: BD- 26-1030-0H100-H001-127274

RFP Description: Service Plaza Concessionaire Request for Proposals

Subject: Financial Proposal

The undersigned (“Proposer”) submits this detailed response (the “Financial Proposal”) to that certain Request for Proposals (“RFP”) (MassDOT Bid No. BD-26-1030-0H100-H001-127274) issued by the Massachusetts Department of Transportation (“MassDOT”) for the Service Plaza Concessionaire Project (the “Project”), pursuant to Mass. Gen. Laws ch. 6C, §§ 62-73.

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1.1 of the ITP, the Transition Agreement, or the Lease.

If selected by MassDOT, the Proposer agrees to: (i) achieve Commercial Close by entering into the Transition Agreement and Lease without material changes to their terms, except as expressly permitted by the RFP or otherwise agreed to in writing by MassDOT in its sole discretion, (ii) deliver the Financial Close Security required by the Transition Agreement, (iii) satisfy the other requirements of the RFP applicable to Commercial Close; and (iv) perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this Proposal and satisfaction of the Financial Close requirements set forth in the Transition Agreement.

The Proposer submits to MassDOT the Financial Proposal as contained in the enclosed responses and required forms.

Financial Proposal Parts	
Financial Proposal Executive Summary	
Proposal Part 1A	Legal/Administrative (including <u>Forms E-2</u> and <u>F-2</u>)
Proposal Part 6	Minimum Annual Guaranteed Rent (including <u>Form J</u>)
Proposal Part 7	Revenue Share Rent (including <u>Form J</u>)
Proposal Part 8	Minimum Capital Investment Commitment Amount (including <u>Form K</u>)
Proposal Part 9	Financing Plan

The Proposer acknowledges receipt, understanding, and full consideration of all materials posted on COMMBUYS, and the following addenda and sets of questions and clarification responses:

[Proposer to list any addenda to this RFP and sets of questions and answers by dates and numbers.]

This Financial Proposal shall constitute a binding offer open for acceptance by MassDOT.

We confirm that this Financial Proposal has been prepared in compliance with the RFP and agree to conduct ourselves in accordance with the RFP.

We confirm the validity of the Financial Proposal as remaining open and legally binding until 180 days after the Financial Proposal Due Date.

The Proposer certifies that its Financial Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that: (i) it has examined and is familiar with all of the provisions of the RFP; (ii) it has reasonably reviewed all materials posted on COMMBUYS, the addenda, and MassDOT's responses to clarification questions; (iii) it is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Concessionaire; (iv) it has checked all the words, figures, and statements in this Financial Proposal to a degree that is prudent and reasonable in preparing this Financial Proposal; and (v) to the extent identified during the preparation of this Financial Proposal, it has notified MassDOT of any deficiencies in or omissions from the RFP or other documents provided by MassDOT and of any unusual site conditions observed prior to the date hereof.

To the extent the Proposer identifies any errors, inconsistencies, or unusual site conditions after the date hereof, the Proposer agrees to notify MassDOT of such errors, inconsistencies, or unusual site conditions in accordance with the terms and conditions of the Contract Documents.

The Proposer represents that all statements made in the Financial Proposal are true, correct, and accurate as of the date hereof.

The Proposer understands that MassDOT is not bound to accept any Financial Proposal MassDOT may receive.

The Proposer further understands that all costs and expenses incurred by it in preparing this Financial Proposal and participating in the RFP process will be borne solely by the Proposer. The Proposer consents to MassDOT's disclosure of its Proposal pursuant to Mass. Gen. Laws, ch. 66 (the Massachusetts Public Records Law or "Public Records Law") to any Persons in MassDOT's sole discretion after award of the Lease by MassDOT. The Proposer acknowledges and agrees to the disclosure terms described in the Section 2.11.4 of the ITP.

[The Proposer shall identify here any information, listed by Financial Proposal Part and page number, that has been labeled as "TRADE SECRET – PROPRIETARY" in the header or footer of each such page affected.]

The Proposer agrees that MassDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Financial Proposal.

In accordance with Section 2.12 of the ITP, the Proposer is responsible for disclosing all of the Proposer team’s potential conflicts of interest and, if applicable, submit an updated, executed Form F-2 (Financial Proposal Conflict of Interest Certification) with its Financial Proposal. In accordance with Section 2.12 of the ITP, the Proposer is responsible for disclosing all of the Proposer team’s potential conflicts of interest and, if applicable, submit an updated, executed Form F-2 (Financial Proposal Conflict of Interest Certification) with its Financial Proposal.

[The Proposer shall identify here any real or perceived conflicts of interest in relation to services under this Project.]

This Financial Proposal shall be governed by and construed in all respects according to the laws of the Commonwealth of Massachusetts.

[This Form A-2 shall be signed by a person having proper legal authority, and the person’s title should be given, such as “owner” in the case of an individual; “partner” in the case of a general partnership; “president,” “treasurer,” or other authorized officer in the case of a corporation.]

The following individual is authorized to enter into the Transition Agreement and Lease with MassDOT on behalf of the Proposer in connection with this RFP, if the Proposer is selected.

Full name and address of the individual or concern submitting this Financial Proposal:

Signed:

Title:

Date:

[Insert the appropriate block from the following.]

If a Corporation

Incorporated in what State:

President:

Treasurer:

Secretary:

If a Partnership (Name all Partners):

Name of Partner:

Residence:

Name of Partner:

Residence:

If an **Individual**:

Name:

Residence:

If an **Individual Doing Business Under a Firm Name**:

Name of Firm:

Name of Individual:

Business Address:

Residence:

If a **Joint Venture**:

Name of Venture:

Business Address:

Name of Firm or Corporation:

Address:

Name of Firm or Corporation:

Address:

Name of Firm or Corporation:

Address:

Name of Firm or Corporation:

Address:

[Attach evidence of signatory authorization]

[If any of the joint venture members is a corporation a copy of the vote of the corporation authorizing the joint venture should be attached hereto.]

ADDITIONAL INFORMATION TO BE PROVIDED WITH THIS FINANCIAL PROPOSAL COVER LETTER:

With respect to authorization of execution and delivery of the Financial Proposal and validity thereof, the Proposer shall provide the following:

1. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation;
2. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner;
3. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information;
4. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member; or
5. If the Proposer is an entity that is not yet formed, such evidence shall be in the form of a resolution of each Major Participant, certified by an appropriate officer of such member.

Form B**Information Regarding Team Members**

Submit this form for the Proposer, including information regarding each Major Participant and any other Proposer Team Members identified in the Proposal.

PROPOSER:		
Address:		
Contact Name: _____		Title: _____
Telephone Number: _____		E-mail: _____
NAME(S) OF PROPOSER MEMBERS		
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation
Major Participants		
Other Proposer Team Members		

Form C
Responsible Proposer Questionnaire

Submit this form for the Proposer, each Major Participant and any other Proposer Team Members identified in the Proposal.

Proposer: _____

Name of Entity: _____

Entity (check one box for entity completing Form C, as applicable):

☐ Proposer ☐ Major Participant ☐ Other Proposer Team Member.

1. Has the firm or any Affiliate* or any current officer thereof, been indicted or convicted of bid or other contract-related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust) or any other felony or serious misdemeanor within the past five years?

☐ Yes ☐ No If yes, please explain:

2. Has the firm or any Affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years?

☐ Yes ☐ No If yes, please explain:

3. Has the firm or any Affiliate* ever been disqualified, removed, debarred, or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years?

☐ Yes ☐ No If yes, please explain:

4. Has the firm or any Affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

☐ Yes ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Within the past ten years, has the firm or any Affiliate* been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, or any applicable Massachusetts governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section

206(d)); and any applicable or similar Massachusetts law?

☐ Yes

☐ No

If yes, please explain:

6. With respect to each of Questions 1-5 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, or indictment currently pending against the firm that could result in the firm being found liable, guilty, or in violation of the matters referenced in Questions 1-5 above and/or subject to debarment, suspension, removal, or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes

☐ No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-5 above.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Entity's authorized signatory:

By: _____

Print Name: _____

Title: _____

Date: _____

*With respect to the Entity, the term "Affiliates" includes (i) parent companies of the Entity, (ii) subsidiary companies of the Entity, and (iii) joint venture members or partners in which the Entity has more than a 15% financial interest.

Form D
Affidavit of Compliance

Submit this form for the Proposer, each Major Participant and any other Proposer Team Members identified in the Proposal.

Proposer: _____

Name of Entity: _____

Entity (check one box for entity completing Form D, as applicable):

☐ Proposer ☐ Major Participant ☐ Other Proposer Team Member

_____ Massachusetts Business Corp. _____ Foreign Corp. _____ Non-Profit Corp.

I, _____, President _____ Clerk _____
of _____, principal office is located at _____

_____ do hereby
certify that the above named corporation has filed with the State Secretary all certificates and
annual reports required by Chapter 156B, Chapter 156D, or Chapter 180 of the Massachusetts
General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____, 2026.

Signature of Duly Authorized Corporate Officer

Form E-1
Technical Proposal Affidavit of Non-Collusion

Submit this form for the Proposer, each Major Participant and any other Proposer Team Member.

State of _____)
County _____) ss.:

The undersigned being duly sworn, deposes and says that he/she is the

(Sole owner; partner; president; treasurer; or other duly authorized official of a corporation)
of _____

(Name of entity as appearing in submitted Technical Proposal)

for work in _____ on _____
(City / Town) (Date)

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

Signature and Title of Person making Affidavit

Sworn to before me this
_____ day of _____, 2026

Notary Public
My Commission Expires: _____

Form E-2
Financial Proposal Affidavit of Non-Collusion

Submit this form for the Proposer, each Major Participant and any other Proposer Team Member.

State of _____)
County _____) ss.:

The undersigned being duly sworn, deposes and says that he/she is the

(Sole owner; partner; president; treasurer; or other duly authorized official of a corporation)
of _____
(Name of entity as appearing in submitted Financial Proposal)

for work in _____ on _____
(City / Town) (Date)

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

Signature and Title of Person making Affidavit

Sworn to before me this
_____ day of _____, 2026

Notary Public
My Commission Expires: _____

Form F-1

Technical Proposal Conflict of Interest Certification

[Name of Proposer] certifies that, to the best of its knowledge, except as disclosed below or in its Technical Proposal Cover Letter (Form A-1), it does not have a conflict of interest, whether real or apparent, in connection with the Service Plaza Concessionaire Project (the “Project”). For purposes of this certification, a conflict of interest includes any circumstance arising from business, commercial, contractual, professional, or personal relationships, or direct or indirect financial interests, that could impair, or could reasonably appear to impair, the Proposer’s ability to provide objective and impartial services to MassDOT; that could create an unfair competitive advantage; or that could otherwise adversely affect the integrity of the procurement. The Proposer further certifies that it has disclosed below any facts or circumstances that may give rise to a real or apparent conflict of interest:

i. _____

ii. _____

If, at any time during the procurement, the Proposer becomes aware of any real or apparent conflict of interest, or any facts or circumstances that could give rise to such a conflict of interest, the Proposer shall promptly provide written notice to MassDOT’s Designated Project Representative of all relevant facts and circumstances. Such notice shall also describe the actions the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the conflict of interest.

The Proposer acknowledges and agrees that nothing in this certification limits its obligations under this RFP or Applicable Law, and that MassDOT may require additional information or take such action as MassDOT determines appropriate in connection with any disclosed or identified conflict of interest.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Proposer’s Authorized Representative:

Authorized Signature: _____ Title or Position: _____

Date: _____

Form F-2

Financial Proposal Conflict of Interest Certification

[Name of Proposer] certifies that, to the best of its knowledge, except as disclosed below or in its Financial Proposal Cover Letter (Form A-2), it does not have a conflict of interest, whether real or apparent, in connection with the Service Plaza Concessionaire Project (the “Project”). For purposes of this certification, a conflict of interest includes any circumstance arising from business, commercial, contractual, professional, or personal relationships, or direct or indirect financial interests, that could impair, or could reasonably appear to impair, the Proposer’s ability to provide objective and impartial services to MassDOT; that could create an unfair competitive advantage; or that could otherwise adversely affect the integrity of the procurement. The Proposer further certifies that it has disclosed below any facts or circumstances that may give rise to a real or apparent conflict of interest:

i. _____

ii. _____

If, at any time during the procurement, the Proposer becomes aware of any real or apparent conflict of interest, or any facts or circumstances that could give rise to such a conflict of interest, the Proposer shall promptly provide written notice to MassDOT’s Designated Project Representative of all relevant facts and circumstances. Such notice shall also describe the actions the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the conflict of interest.

The Proposer acknowledges and agrees that nothing in this certification limits its obligations under this RFP or Applicable Law, and that MassDOT may require additional information or take such action as MassDOT determines appropriate in connection with any disclosed or identified conflict of interest.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Proposer’s Authorized Representative:

Authorized Signature: _____ Title or Position: _____

Date: _____

Form G Past Performance

Submit this form for the Proposer, each Major Participant, and any other Proposer Team Member identified in the Technical Proposal.

Name of Proposer:_____

Entity Name:_____

If the Proposer, Major Participant, or any other Proposer Team Member has no record of relevant past performance, or if information responsive to a category below is not available, enter a declarative statement to that effect. Attach additional sheets as necessary.

Litigation, Claims, Dispute Proceedings and Arbitration

Include, for the past five years, all litigation, claims, dispute proceedings and arbitrations involving disputed amounts in excess of \$1 million and related to performance under a contract, including proceedings initiated by owners, federal, state, and/or local regulatory agencies against the applicable entity, proceedings initiated by the applicable entity against owners, federal, state, and/or local regulatory agencies, and proceedings initiated by third parties in which the applicable entity was involved. Indicate whether the proceeding was resolved against the applicable entity or its insurers or sureties, or resulted in a reduction in compensation to the applicable entity.

Project	Owner/Agency Initiated Action	Resolution/ Outcome	Indicate if Unresolved or Outstanding Action	Current Owner Contact Name, Telephone Number, and E-mail Address

Liquidated Damages

Include, for the past five years, all projects where liquidated damages in excess of \$1 million were assessed against the applicable entity.

Project	Cause of Delay(s)	Amount Assessed (US \$)	Summary of Outstanding Damage Claims by Owner	Contact Name, Telephone Number, and E-mail Address

Termination for Cause or Default

Describe the conditions surrounding any contract, or portion thereof, that was terminated for cause or default, or required completion by another party, within the past five years.

Project	Describe Reason for Termination	Dollar Amount Involved	Current Owner Contact Name, Telephone Number, and E-mail Address

Disciplinary Action

Include any disciplinary action taken by any governmental agency or licensing board, including suspension from the right to propose or bid, or removal from any proposer or bidder list.

Project	Describe Action Taken	Current Owner Contact Name, Telephone Number, and E- mail Address

Form H
Form of Financially Responsible Party Commitment Letter

[DATE]

Massachusetts Department of Transportation Attention: Pamela Liaperdos
Procurement Manager
10 Park Plaza
Boston, MA 02116
e-mail: Pamela.Liaperdos@dot.state.ma.us

RE: Financially Responsible Party Commitment Letter for the Service Plaza Concessionaire Project

Dear Ms. Liaperdos:

_____[Insert name of entity], hereinafter the “Financially Responsible Party,” is

_____[describe relationship to Proposer or Major Participant]. This letter is provided on behalf of _____[insert name of Proposer or Major Participant] (the “Proposer”) in connection with its Proposal for the Lease for the Service Plaza Concessionaire Project (the “Project”). The Financially Responsible Party makes the following commitments to MassDOT:

1. Commitment. The Financially Responsible Party hereby agrees that, if the Proposer is the Selected Proposer, the Financially Responsible Party will execute and deliver such a guaranty of all obligations of either (i) the Selected Proposer owing to MassDOT, in the form of the Lease Guaranty attached to the Transition Agreement, or (ii) the Project Contractor owing to the Proposer under the Project Contract, in the form of a Project Contract Guaranty Agreement reasonably acceptable to MassDOT.
2. Capacity. The Financially Responsible Party represents that it has the financing capacity to provide such guaranty.

This commitment is subject only to award of the Lease to the Selected Proposer.

Sincerely,

[Title]

[Attach evidence of authorization of the signatory to the letter, which may include a Power of Attorney signed by an authorized individual of the entity or other authority, as evidenced by the partnership agreement, joint venture agreement, corporate charter, bylaws, or resolution.]

Form I
CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Submit this form for the Proposer, each Major Participant and any other Proposer Team Member identified in the Technical Proposal.

Proposer: _____

Name of Firm: _____

Entity (check one box for entity completing Form I, as applicable):

☐ Proposer ☐ Major Participant ☐ Other Proposer Team Member

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Pursuant to Mass. Gen. Laws ch. 62C, § 49A, and Mass. Gen. Laws ch. 151A, § 19A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

Social Security or Federal Identification Number: _____

By: _____ Date: _____
Signature of Individual

Printed Name of Individual: _____

By: _____ Date: _____
Signature of Corporate Officer (if applicable)

Printed Name if Corporate Officer: _____

* The provision in the attestation of relating to child support applies only when the entity is an individual.

** Approval of or a renewal of a license will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not be selected or receive a Transition Agreement or Lease. This request is made under the authority of Mass. Gen. Laws ch. 62C, § 49A.

Form J
MINIMUM ANNUAL GUARANTEED RENT (MAG) and REVENUE SHARE RENT

Name of Proposer:_____

Please provide Minimum Annual Guaranteed Rent^{1,2} and the annual Revenue Share Rent percentage³ for the Service Plazas.

Eastern Service Plazas:

Service Plaza	Minimum Annual Guaranteed Rent (MAG) (\$/year)	Commencement Date	Revenue Share Rent (% throughout the Lease Term)
Eastern Group Total		September 1, 2027	

¹Value to be stated in nominal dollars for Year 1 of the Lease. Value to be the aggregate of all Service Plazas in the Group.

²MAG shall be increased every year in accordance with the escalation provisions in Section 4.1(C) of the Lease.

³Revenue Share Rent shall be calculated annually as a percentage of Gross Revenues.

Form K
FORM OF MINIMUM CAPITAL INVESTMENT COMMITMENT AMOUNT AND
PRELIMINARY SCHEDULE OF VALUES

Name of Proposer: _____

Please provide the Minimum Capital Investment Commitment Amount and Preliminary Schedule of Values for the Service Plazas being pursued in the RFP. Values shall be stated in dollars as of the Commencement Date and shall not include cost escalation beyond such date.

Capital Investment values shall reflect the costs provided under the schedule of values below and shall align with the information presented in the Initial Plaza Redevelopment Plan submitted in accordance with Part 6 of the Proposal and Attachment A, Section A9.1, including phasing of the Redevelopment Work.

Service Plaza Minimum Capital Investment Commitment Amount Overview

Lease Year	Planned Capital Investment Amount
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Cumulative Total (Years 1-5)	

Preliminary Schedule of Values

ITEM	SERVICE PLAZA						
	Barnstable	Beverly	Bridgewater Northbound	Bridgewater Southbound	Lexington	Newton	Plymouth
1 - DESIGN AND CONSTRUCTION COSTS (e.g, hard costs, soft costs)							
A - Substructure (Foundation)							
B - Building Shell (Superstructure)							
C - Interiors							
D - Services							
D10 - Conveying System							
D20 - Plumbing							
D30 - HVAC							
D40 - Fire Protection							

D50 - Electrical							
D50.1 - Electrical Services							
D50.2 - Communication System							
D50.3 - Security System							
E - Equipment and Furnishings							
E1- Fixed Furnishings (Fixtures, Millworks and Appurtenance)							
E2- Loose or Movable Furnishings and Equipment							
F - Selective Demolition and Full Demolition							
G - Sitework							
G10 - Building Related Site Work							
G20.1 - Full Site Improvement Including Outdoor Farmer's Market Area							
Earthwork							
Drainage							
Disposal of unregulated soil							
Disposal of regulated soil							
Disposal of hazardous waste							
Pavement							
Curbing and guardrail							
Environmental protection							
Signage and striping							
Site lighting							
Utilities							
Other site related costs							
SUBTOTAL OF DESIGN AND CONSTRUCTION COSTS (Subtotal 1)							
2 - OTHER COSTS							
A - Furniture, Fixtures, and Equipment (Indoor and Outdoor)							
B - Bonds, Insurance, General Conditions, General Requirements, Overhead, Profit							
C - Abatement Costs							
D - Miscellaneous Other Costs							

SUBTOTAL OF OTHER COSTS (Subtotal 2)							
TOTAL MINIMUM CAPITAL INVESTMENT COMMITMENT AMOUNT (Subtotal 1 + Subtotal 2)							
TOTAL PLANNED AREA OF REDEVELOPMENT (Square Feet per Service Plaza, including sitework)							

Form L
FORM OF PROPOSAL BOND

Bond No.

Bonded Sum.

We, , a duly organized and existing under the laws of the state of (“Principal”) and ***[Note: If there is more than one surety, please revise accordingly to reference each surety]***, a corporation duly organized under the laws of the state of (“Surety”), are held and firmly bound unto the Massachusetts Department of Transportation (“MassDOT”), for the sum of [\$XX,XXX,XXX] ***[Note: insert the applicable Proposal Security amount for the Service Plazas covered by this Proposal Bond pursuant to Section 3.3 of the ITP; multiple bonds in lesser amounts may be provided if the bonds equal the required amount in the aggregate]*** (the “Bonded Sum”) for the payment of which Bonded Sum, the Principal and the Surety [and Co-Sureties] bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted its Proposal to design, build, finance, operate, and maintain the redevelopment of the Service Plazas pursuant to the Request for Proposals for the MassDOT Service Plazas Concessionaire Project, which Proposal is incorporated herein by this reference and has been submitted pursuant to the Request for Proposals issued by MassDOT under No. BD-26-1030-0H100-H001-127274 (as amended or supplemented, the “RFP”), in accordance with the Instructions to Proposers (“ITP”) included in the RFP (initially capitalized terms not otherwise defined herein shall have the meaning set forth in the ITP);

NOW, THEREFORE:

1. The obligation of the Principal and the Surety [or Co-Sureties] under this bond shall be released and of no further force or effect upon the occurrence of any of the following events:
 - 1.1. Principal’s receipt of written notice from MassDOT that either (i) the Lease, Transition Agreement and other required deliverables for the Service Plazas have been duly executed and delivered by the Principal, MassDOT and all other applicable parties thereto in accordance with the RFP, or (ii) MassDOT has awarded the applicable Lease and Transition Agreement to a third party who has executed such documents and other required deliverables;
 - 1.2. Except as expressly provided otherwise in the RFP and/or agreed to by MassDOT in writing, Principal’s performance of its obligations to achieve Commercial Close by the deadline set forth in Section 2.2 of the ITP, as such deadline may be extended in accordance with the RFP; or
 - 1.3. if MassDOT has not previously delivered notice of forfeiture hereunder, failure by MassDOT to notify Principal that it is the successful Proposer for the Service Plazas within 180 days after the Financial Proposal Due Date.

2. The Principal and the Surety [or Co-Sureties] hereby agree to pay to MassDOT the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days of receipt of a written notice from MassDOT to the Surety [and Co-Sureties] confirming the occurrence of any of the following events:
 - 2.1. Principal in writing withdraws, repudiates or otherwise indicates in writing that it will not meet any commitments made in its Proposal, without MassDOT's consent;
 - 2.2. Following notification from MassDOT of Contract Award, Principal fails or refuses to execute the Transition Agreement and the Lease by the Commercial Close deadline established in Section 2.2 of the ITP;
 - 2.3. Following Contract Award, Principal fails or refuses to provide the Closing Security in accordance with Section 3.3 of the ITP and the Transition Agreement;
 - 2.4. Principal withdraws or seeks to withdraw its Proposal during the Proposal validity period established under Section 3.5.3 of the ITP;
 - 2.5. Commercial Close does not occur by the deadline established under Section 2.2 of the ITP for the Service Plazas, unless such failure is caused solely by MassDOT's failure to satisfy a condition or deliverable expressly required of MassDOT under the RFP; or
 - 2.6. Principal otherwise fails to comply with a material commitment in its Proposal or with the requirements of the RFP relating to Contract Award.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate MassDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate Proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that MassDOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later disputes over what amounts of damages are properly chargeable to Principal.

3. The following terms and conditions shall apply with respect to this bond:
 - 3.1. This Proposal Bond shall not be subject to forfeiture in the event that MassDOT disqualifies the Proposal based on a determination that it is non-responsive or non-compliant, except as otherwise expressly provided in the RFP.
 - 3.2. If suit is brought on this bond by MassDOT and judgment is recovered, Principal and Surety [or Co-Sureties] shall pay all costs incurred by MassDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

- 3.3. The Surety [or Co-Sureties] executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the Proposal that the Principal may grant to MassDOT, notice of which extension(s) to the Surety [or Co-Sureties] being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the Proposal.
- 3.4. Correspondence, notices or claims relating to this bond shall be sent to the following Surety's Authorized Representative and address:

[AUTHORIZED REPRESENTATIVE'S NAME]

[TITLE]

[ADDRESS]

[E-MAIL ADDRESS]

[If there are Co-Sureties, the Co-Sureties agree to empower the above Authorized Representative with the authority to act on behalf of all of the Co-Sureties with respect to this bond, so that MassDOT will have no obligation to deal with multiple sureties hereunder. The above Authorized Representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to MassDOT designating a single new Authorized Representative, signed by all of the Co-Sureties.]

- 3.5. If any provision of this bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.
- 3.6. Any provision in this bond which conflicts with Applicable Laws shall be deemed modified to conform to Applicable Laws. This bond shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard for conflicts of laws principles, and any action seeking enforcement of the bond will be litigated exclusively in the courts of the Commonwealth of Massachusetts.

SIGNED and SEALED this [] day of [], 2027

[]

Principal

By: []

[]

Co-Surety

By: []

Attorney in Fact

By: ☐

Co-Surety

By: ☐

Attorney in Fact

By: ☐

By: ☐

☐

Co-Surety

By: ☐

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

☐

☐

☐

Form M
FORM OF PROPOSAL LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: _____

ISSUER must be an Eligible Security Issuer in accordance with Section 3.3 of the ITP.

PLACE FOR PRESENTATION OF DRAFT:(Name and Address of Bank/Branch)

APPLICANT: _____

BENEFICIARY: Massachusetts Department of Transportation
 10 Park Plaza
 Boston, Massachusetts 02116

LETTER OF CREDIT NUMBER: _____

PLACE AND DATE OF ISSUE: _____

AMOUNT: [\$X] Million Dollars (\$X,000,000) [Note: [insert the applicable Proposal Security amount for the Service Plazas covered by this Letter of Credit; multiple letters of credit in lesser amounts may be provided if they equal the required amount in the aggregate]]

EXPIRATION DATE: *[Insert date that is not less than 180 days after the Financial Proposal Due Date, or such longer period as may be required under the RFP]*

The Issuer hereby issues this Irrevocable Standby Letter of Credit (“Letter of Credit”) in favor of the Massachusetts Department of Transportation (“MassDOT”), for any sum or sums up to the aggregate amount of [XXX United States Dollars (U.S. \$X,000,000)], available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

1. Identify this Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:

the person signing the certificate is an authorized signatory of the Beneficiary.

All drafts will be honored if presented to (Bank/Branch - Name & Address) on or before (Expiration Date)

The obligations of Issuer hereunder are primary obligations to Beneficiary and will not be affected by the performance or non-performance by Applicant under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against Applicant. Applicant is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. Issuer will pay to Beneficiary any amount drawn hereunder in immediately

available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party.

This Letter of Credit shall be canceled on the earlier of (i) the stated “Expiration Date”, (above) and (ii) the date of receipt by the Issuer of a letter, signed by the Beneficiary, stating that this Letter of Credit may be canceled and accompanied by the original Letter of Credit and any original amendments(s), (if any).

This Letter of Credit is governed by the laws of the Commonwealth of Massachusetts and is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 [ISP]. In the event of any conflict between Massachusetts law and the ISP, Massachusetts law shall prevail. This Letter of Credit shall be deemed to be a contract made under the laws of the Commonwealth of Massachusetts, and the parties expressly agree that the courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to decide any questions arising hereunder.

Any failure by Beneficiary to draw upon this Letter of Credit as permitted hereunder will not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

Issuer:

By:
(Authorized signature of Issuer)

Form N
FORM OF STIPEND AGREEMENT

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
Service Plaza Concessionaire Project
Bid No. BD-26-1030-0H100-H001-127274

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2026, the COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called MassDOT, and **[Proposer]**, a **[_____]** of **[_____]**, authorized to conduct business in the Commonwealth of Massachusetts, hereinafter called Proposer (the “**Stipend Agreement**”), agree as follows:

1. SERVICES AND PERFORMANCE

- a. In connection with MassDOT’s Request for Proposals (“**RFP**”) dated _____, 2026, for a Service Plaza Concessionaire, Bid No. BD-26-1030-0H100-H001-127274 (the “**Project**”), MassDOT does hereby retain the Proposer to prepare a responsive Proposal in accordance with said RFP.
- b. All information, designs, ideas and descriptions of approaches to the Project, and similar Work Product, performed by the Proposer pursuant to this Stipend Agreement shall be considered works for hire and shall become the property of MassDOT without restriction or limitation on their use; provided, however, that if the Proposer is eligible to receive the Stipend under the RFP but elects not to accept the Stipend, MassDOT shall not use such Proposer’s approved ATCs or other proprietary Proposal concepts except as otherwise provided in the RFP, the Lease, or by Applicable Law. The Proposer shall not copyright any of the material developed under this Stipend Agreement.
- c. The Proposer agrees that all Work Product (including all exhibits, photographs, reports, printed material, digital files, designs, concepts, ideas, technology, techniques, methods, processes, drawings, plans, specifications, and other graphic and visual aids) generated or developed by or on behalf of Proposer during the Project procurement process, including proposed Alternative Technical Concepts (“**ATC**”), interim design submittals, and other items submitted by or on behalf of the Proposer to MassDOT during the Project procurement process or in connection with the Proposer’s Technical Proposal (collectively, the “**Proposal Work Product**”), is the physical property of MassDOT and will not be returned to the Proposer. The Proposer’s name, logo, and other branding elements, including, but not limited to, trademarks and service marks, are excluded from the definition of the Proposal Work Product.
- d. The Proposer agrees that the Proposal Work Product has been specially ordered and commissioned by MassDOT, and that such Proposal Work Product and the Proposal shall be considered “work-made-for-hire,” as that term is defined in Section 101 of Title 17 of the U.S. Code. To the extent that the Proposal Work Product is determined by a court of competent jurisdiction, or the U.S. Copyright Office, not

to be work-made-for-hire, the Proposer hereby agrees to assign to MassDOT all right, title and interest in and to all designs, artwork, Work Product, copyrights, service marks, patents, and other intellectual property (“**Intellectual Property**”) used in the Proposal Work Product. Neither the Proposer nor any of its Team Members shall claim, retain, apply for, and/or register any U.S. or international Intellectual Property rights in the Proposal Work Product including, without limiting the generality of the foregoing, copyright or patent rights.

- e. The Proposer agrees that MassDOT may, in its sole discretion, use the Proposal Work Product, in whole or in part. Such use shall include, but not be limited to, MassDOT sharing the Proposal Work Product with the successful Proposer and incorporating the Proposal Work Product or concepts based thereon into any contract or in any subsequent procurement. Subject to the Proposer’s Indemnity obligation as set forth in this Agreement, MassDOT’s use of the Proposal Work Product under this Agreement (as opposed to MassDOT’s use of such Proposal Work Product if the Proposer executes a Lease with MassDOT) is at MassDOT’s sole risk and discretion, and shall in no way be deemed to confer liability on Proposer.
- f. Reference herein to RFP shall mean the RFP identified in Section 1.a of this Stipend Agreement.

2. ELIGIBLE UNSUCCESSFUL PROPOSER DEFINED

For purposes of this Stipend Agreement and Section 5.3 of the ITP, an “Eligible Unsuccessful Proposer” means a Proposer that:

- a. timely submits a Technical Proposal and a Financial Proposal by the Technical Proposal Due Date and Financial Proposal Due Date, respectively, and otherwise in accordance with the requirements of this RFP;
- b. submits a Proposal that MassDOT, in its sole discretion, determines to be responsive to the requirements of the RFP;
- c. submits an executed Stipend Agreement in the manner required by this RFP;
- d. submits a Technical Proposal that receives a numerical score of 20 or better based on application of the qualitative evaluation criteria (A4.0 – A6.0); and
- e. is not awarded a Lease for the Project.

3. COMPENSATION AND PAYMENT

- a. If the Proposer is not awarded the Lease by MassDOT, and if the Proposer otherwise qualifies as an Eligible Unsuccessful Proposer as defined in this Stipend Agreement, MassDOT agrees to pay the Proposer a lump sum amount of Five-Hundred Thousand Dollars (\$500,000.00) for a responsive Proposal (“**Stipend**”) in accordance with the terms and provisions set forth in this Stipend Agreement.

- b. If MassDOT executes a Lease with the Proposer for the Service Plazas, the Proposer will not be compensated for preparation of its Proposal through this Stipend Agreement and will not be eligible to receive a Stipend.
- c. In the event a Lease is awarded and executed, only Eligible Unsuccessful Proposers that satisfy the requirements of this Stipend Agreement and Section 5.3 of the ITP, shall receive the Stipend.
- d. Any Proposer that is awarded a Lease for this RFP shall be ineligible to receive a Stipend for this RFP.
- e. Payment shall be made within thirty (30) days of Financial Close of the Lease. Eligible Unsuccessful Proposers may elect not to accept the Stipend to retain intellectual rights to proposed ideas submitted.

4. INDEMNITY

- a. Proposer agrees that it will indemnify, defend, and hold MassDOT, its officers, agents, and employees harmless from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by MassDOT, arising from claimed or actual infringement or contributory infringement of any Work Product, Proposal Work Product or Intellectual Property.
- b. MassDOT's failure to notify Proposer of a claim shall not release Proposer's obligation to indemnify, defend, and pay for the defense, or at MassDOT's option, to participate and associate with MassDOT in defense of any claim.
- c. The parties agree that 1% of the Stipend is allocated as consideration for the Proposer's indemnity obligations under this Stipend Agreement.

5. COMPLIANCE WITH LAWS

- a. The Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of M.G.L. c. 66, §1 et seq. and 950 CMR 32.00.
- b. The Proposer shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Stipend Agreement.
- c. The Proposer covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Massachusetts General Laws and applicable rules of the Division of Professional Licensure or applicable licensing board as they relate to work performed under this Stipend Agreement.
- d. MassDOT will consider employment of unauthorized aliens by any contractor to be a violation of Section 274(e) of the Immigration and Nationality Act. If the Proposer knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Stipend Agreement.

6. TERMINATION

- a. This Stipend Agreement may be terminated by MassDOT in whole or in part at any time if the interest of MassDOT necessitates such termination.
- b. If MassDOT withdraws the RFP referenced in Section 1.a, this Stipend Agreement shall be considered terminated effective the date of the withdrawal.
- c. If this Stipend Agreement is terminated prior to the Financial Proposal Due Date set forth in the RFP identified in Section 1.a of this Stipend Agreement, no payment will be made to the Proposer.
- d. If this Stipend Agreement is terminated after the Financial Proposal Due Date set forth in the RFP and prior to execution of any Lease, the Proposer shall be entitled to the compensation set forth in Section 3.a of this Stipend Agreement, provided the Proposer submitted to MassDOT a responsive Proposal and otherwise satisfies the requirements of this Stipend Agreement and Section 5.3 of the RFP.

7. ASSIGNMENT

The Proposer shall not assign or transfer any rights under this Stipend Agreement without the written consent of MassDOT.

8. WAIVER

The Proposer, on its own behalf and on behalf of its Major Participants, irrevocably and unconditionally waives any and all of its/their rights to recover damages, costs, and/or expenses incurred to respond to the RFP, or to prepare a Technical Proposal, Alternative Technical Concepts, or a Financial Proposal, or to pursue an award of the Lease, based on protesting or contesting:

- a. MassDOT's authority to procure and enter into the Lease;
- b. the Project procurement;
- c. MassDOT's selection of the Selected Proposer; or
- d. MassDOT's award of the Lease.

9. MISCELLANEOUS

- a. The Proposer and MassDOT agree that the Proposer, its employees, and subcontractors are not agents of MassDOT as a result of this Stipend Agreement.
- b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- c. In respect of the Stipend, there are no promises, terms, conditions, or obligations other than those contained herein and in Section 5.3 of the RFP, and this Stipend

Agreement, along with Section 5.3 of the RFP, shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

- d. It is understood and agreed by the parties hereto that if any part, term or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any laws of the Commonwealth of Massachusetts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term or provision held to be invalid.
- e. This Stipend Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- f. In any legal action related to this Stipend Agreement, instituted by either party, Proposer hereby waives any and all privileges and rights it may have under Massachusetts General Laws relating to venue, as they now exist or may hereafter be amended, and any such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The exclusive venue for any action arising under or relating to this Agreement shall be at the Massachusetts Superior Court for Suffolk County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

NAME OF PROPOSER

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

(Print/Type Name)

(Print/Type Name)

Title: _____

Title: _____

FOR MASSDOT USE ONLY

APPROVED:

LEGAL REVIEW:

Contracts Unit

Office of the General Counsel

Form O
FORM OF PROPOSER QUESTIONS

Proposer: _____

Signature: _____

Question Number	Date Submitted	RFP Reference	Category*	Proposer Question

* “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal.

“Category 2” means a major issue that, if not resolved in an acceptable fashion, and when taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal.

“Category 3” means an issue that is minor in nature, such as, a clarification, a comment concerning a conflict between documents or within a document, or a typographical mistake.

Form P
Information Regarding Independent Peer Reviewer

Submit this form for the independent peer reviewer, including information regarding the independent reviewer's name, contact information, competency and qualifications to provide the design and engineering services required under G.L. c. 6C, §§ 62, et seq.

PROPOSER:			
Address:			
Contact Name: _____ Title: _____			
Telephone Number: _____ E-mail: _____			
NAME OF INDEPENDENT PEER REVIEWER			
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation	Description of Qualifications and Competencies

Form Q

Note: This No Material Adverse Change Letter must be completed and submitted as a separate letter by each entity whose financial statements are included in, or otherwise relied upon for, the Financial Proposal (including the Proposer and each Major Participant, as applicable). Each such entity shall submit one letter executed by its CFO, treasurer, or comparable executive. This letter should be included as part of the Financial Proposal to be delivered pursuant to Section A3.2 of the ITP.

[DATE]

Massachusetts Department of Transportation
Attention: Pamela Liaperdos
Procurement Manager
10 Park Plaza
Boston, MA 02116
e-mail: Pamela.Liaperdos@dot.state.ma.us

Re: Financial Proposal - No Material Adverse Change Letter

Dear Ms. Liaperdos:

The undersigned, [NAME OF CFO, TREASURER OR COMPARABLE EXECUTIVE], acting as [TITLE] (the “Company Representative”), on behalf of [Proposer / Major Participant Name] (the “Company”) submits this letter as part of the Financial Proposal submitted by [Proposer Name] in response to that certain Request for Proposals (“RFP”) MassDOT Bid No. BD-26-1030-0H100-H001-127274 issued by the Massachusetts Department of Transportation (“MassDOT”) for the Service Plaza Concessionaire Project (the “Project”), pursuant to Mass. Gen. Laws ch. 6C, §§ 62-73, in accordance with Attachment A, Section A3.2 of the applicable Instructions to Proposers (“ITP”).

Capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1.1 of the ITP. For purposes of this letter: (i) “Entity Group” means the Company and any subsidiary or affiliated business unit thereof, and any parent or holding company thereof; and (ii) “Applicable Periods” means, collectively, (A) the most recently completed three fiscal years of the Entity Group, (B) the period since the date of the Entity Group's audited financial statements for its most recently completed fiscal year, and (C) the next fiscal quarter following the Financial Proposal Due Date, and (iii) “Material Adverse Change” has the meaning ascribed to such term in Exhibit A hereto.

1. Certification.

After due inquiry and based on my knowledge of the financial condition, operations, and prospects of the Entity Group, I hereby certify as follows with respect to each of the Applicable Periods:

(a) [INCLUDE ONLY IF NO MATERIAL ADVERSE CHANGE EXISTS AND DELETE THE OTHER PARAGRAPH] No Material Adverse Change. No Material Adverse Changes have occurred during the Applicable Periods described in clauses (A) and (B) above, and none are pending or reasonably expected to occur during such Applicable Periods. In addition, as of the date of this letter, based on the Company Representative's current knowledge, projections, and internal reporting, no event, condition, or circumstance is reasonably expected to arise or occur during the Applicable Period described in clause (C) above that would constitute a Material Adverse Change with respect to the Entity Group.

(a) [INCLUDE ONLY IF A MATERIAL ADVERSE CHANGE EXISTS AND DELETE THE OTHER PARAGRAPH] Material Adverse Change Disclosure. The following Material Adverse Changes have occurred during the Applicable Periods described in clauses (A) and (B) above, or are pending or reasonably expected to occur during such Applicable Periods, with respect to the Entity Group. In addition, the following events, conditions, or circumstances are, based on the Company Representative's current knowledge, projections, and internal reporting, reasonably expected to arise or occur during the Applicable Period described in clause (C) above and would, if they occur, constitute a Material Adverse Change with respect to the Entity Group.

[to insert description]^[1]

2. Profitability (if applicable).

If the financial statements of the Entity Group indicate that expenses and losses exceed income with respect to the Applicable Periods described in clauses (A) and (B) above (even if there has not been a Material Adverse Change), or if, based on the Company Group's current projections and budgets, expenses and losses are reasonably expected to exceed income during the Applicable Period described in clause (C) above, the Company Representative confirms that the Entity Group has provided: (x) a description of measures that will be undertaken to restore profitability; and (y) an estimate of when the Entity Group will be profitable.

3. Acknowledgment.

The Company acknowledges that: (i) disclosures must include sufficient detail and quantified financial impacts certified by the Company Representative and may not rely solely on references to notes in the financial statements; (ii) failure to disclose any prior, pending, or reasonably anticipated Material Adverse Change may result in disqualification from further participation in the procurement process at MassDOT's sole discretion; and (iii) MassDOT's list of Material Adverse Changes set forth in the ITP is indicative only and MassDOT retains discretion to treat any undisclosed prior, pending, or reasonably anticipated Material Adverse Change as grounds for disqualification.

4. Ongoing Obligation.

The Company agrees to promptly notify MassDOT in writing of any Material Adverse Change arising after the date of this letter and prior to Financial Close, in the same form and detail required by this letter.

[COMPANY NAME]

Authorized Signature: _____
Name: _____
Title or Position: _____
Entity Name: _____
Date: _____

[1] *[Insert the following separately for each Material Adverse Change: (i) a detailed description of the nature and timing of the event or condition; (ii) the affected entities within the Entity Group; (iii) quantified estimates of the financial impact on revenues, expenses, net income (or loss), and change in equity, provided separately for each material adverse change and certified by the Company Representative in his/her capacity as [title]; (iv) an assessment of the likelihood and expected duration of such condition, including its potential impact during the project performance period; and (v) a description of mitigation measures undertaken or planned, including actions to insulate the Project from any adverse effects.]*

Exhibit A

Definition of Material Adverse Changes

“Material Adverse Changes” shall include, without limitation, the occurrence, existence, or reasonable likelihood of any of the following with respect to the Entity Group:

(A) Payment Defaults and Insolvency Events. Any default, event of default, delinquency, restructuring, forbearance, or failure to pay principal, interest, or any other monetary obligation when due (after giving effect to any applicable grace period) under any indebtedness of any member of the Entity Group; any bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors, or similar proceeding (whether voluntary or involuntary), or any admission of inability to pay Debts as they become due;

(B) Deterioration in Net Worth. Any reduction in tangible net worth or shareholders’ equity of 5% or more (cumulative or in any single period), whether occurring directly or as a result of asset write-downs, impairments, dividends, distributions, or otherwise;

(C) Transformational or Material Transactions. Any sale, transfer, lease, merger, consolidation, recapitalization, reorganization, or acquisition, whether in a single transaction or series of related transactions, involving assets, equity interests, or businesses representing 5% or more of consolidated assets, revenues, or shareholders’ equity of the Entity Group, or that otherwise results in a change of control or material change in business operations or risk profile;

(D) Credit Rating / Market Perception. Any downgrade, withdrawal, negative outlook/watch, or other adverse change in any credit rating (including unpublished or private ratings) applicable to any member of the Entity Group, or any Material Adverse Change in market or counterparty perception of creditworthiness;

(E) Covenant Compliance Issues. Any breach, anticipated breach, or event that with the passage of time or giving of notice would constitute a breach of any financial or other covenant, or any requirement to seek a waiver, amendment, or modification, under any indebtedness, commitment, or credit support arrangement of any member of the Entity Group;

(F) Operating Performance / Charges / Restructuring. With respect to the current fiscal year and any of the three most recently completed fiscal years:

- i. Any net loss (on a consolidated or segment basis);
- ii. Any non-recurring or extraordinary charges, impairments, write-offs, litigation reserves, or restructuring costs exceeding 3% of shareholders’ equity (individually or in the aggregate); or
- iii. Any restructuring plan, reduction in force, or cost-reduction initiative involving (x) elimination of 200 or more positions or 5% of workforce, or (y) disposition or shutdown of operations or assets representing 5% or more of consolidated assets or revenues;

(G) Contingent Liabilities / Litigation. The incurrence or threatened imposition of any material judgments, claims, investigations, or contingent liabilities (including regulatory or

governmental actions) that could reasonably be expected to have a material adverse effect on the financial condition, operations, or prospects of any member of the Entity Group;

(H) Liquidity / Capital Structure Stress. Any Material Adverse Change in liquidity, cash flows, access to capital markets, banking relationships, or availability of committed financing; any suspension or limitation of borrowing capacity; or any material change in capital structure (including incurrence of additional indebtedness outside the ordinary course);

(I) Forward-Looking / Anticipated Changes. Any event, condition, or circumstance known to management (including based on projections, budgets, or internal reporting) that is reasonably expected to result in any of the foregoing in the current or next reporting period; or

(J) Catch-All. Any other event, change, effect, development, or condition that has had, or would reasonably be expected to have, a material adverse effect on the business, operations, assets, liabilities (actual or contingent), financial condition, or prospects of any member of the Entity Group.