

**REQUEST FOR PROPOSALS**  
**FULL SERVICE MARKETING AGENCY**

**May 14, 2014**



**Massachusetts Port Authority**  
**Logan Office Center**  
**One Harborside Drive**  
**Suite 200S**  
**East Boston, Massachusetts 02128**

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**REQUEST FOR PROPOSALS  
FULL SERVICE MARKETING AGENCY**

**1. GENERAL OVERVIEW**

**1.1 Introduction**

The Massachusetts Port Authority (“Massport”) owns and operates Boston Logan International Airport (“Logan International Airport” or “Logan”), L.G. Hanscom Field, and Worcester Regional Airport, public terminals in the Port of Boston, the Black Falcon Cruise Terminal/Cruiseport Boston, and the Conley Container Terminal located in South Boston as well as real estate, parking and transportation facilities. Massport invites proposals from experienced full service marketing agencies interested in entering into an Agreement for the provision of full service marketing services as further described in this Full Service Marketing Agency Request for Proposals (the “RFP”).

**1.2 Massport Background**

Massport is a financially self-sustaining public authority whose premier transportation facilities generate more than \$8 billion annually in the local and regional economy, and enhance and enable economic growth and vitality in New England.

In 2013, Logan International Airport set a new passenger record with 30.2 million annual passengers. In 2014 Logan will introduce non-stop service to three new international destinations: Dubai, Istanbul and Beijing. Commercial air service was restored to Worcester Regional Airport on November 7, 2013, with two daily JetBlue flights to Florida, and is on track to serve 100,000 passengers in the first year of service. The Black Falcon Cruise Terminal/Cruiseport Boston had a record season in 2013, with more than 382,000 passengers traveling through the Black Falcon Cruise Terminal. Nearly two million tons of cargo pass through the Conley Container Terminal each year.

**1.3 Massport Mission**

As set forth in Massport’s mission statement, Massport strives to be a world class organization of people moving people and goods, connecting Massachusetts and New England to the world – safely and securely- with a commitment to our neighboring communities.

In line with Massport’s goals and objectives, Massport’s Strategic Communications and Marketing Department is responsible for a range of activities that support Massport’s lines of business and their impact on the regional economy. In addition to providing these services directly, the activities of a Full-Service Marketing Agency is engaged to support Massport’s brand development and major marketing initiatives. These services are the basis for this Request for Proposals.

**1.4 Scope of Services**

Under the direction of Massport, perform the following Scope of Services:

## RESEARCH

- Provide research and analysis that assesses the profile, public perception, and depth of knowledge among Massport's stakeholders: passengers/customers, communities impacted by Massport operations, the business and financial community, and governmental, transportation and security agencies.
- Aggregate secondary research, and conduct primary research that supports Massport's lines of business, with the goals of: increasing economic impact, expanding job development and improving customer service.

## STRATEGY DEVELOPMENT

- Based on relevant data and Massport project objectives, determine the communication strategy and message hierarchy for assigned campaigns.

## CREATIVE DEVELOPMENT

- Prepare creative briefs for approval by Massport.
- Provide creative execution for the target media.
- Test message effectiveness through appropriate methodology, including: surveys, interviews, panels, intercepts and focus group sessions.

## MEDIA BUY AND PLACEMENT

- Provide analysis of the marketing mix, and recommend the most effective reach and frequency plan for each recommended channel: advertising (print, digital and radio), advertorials, earned media, events, sponsorships, speaking opportunities and partnership activities.
- Place media buys, secure valued added opportunities and placement advantages, plan media schedules, traffic ads, provide cumulative statistics and metrics on effectiveness.

## SPONSORSHIPS AND PARTNERSHIPS

- Recommend alliances that support the Massport mission and contribute to strategic goals and campaigns.
- Prepare strategic analysis of sponsorship and partnership roles and benefits, including budget and cost sharing.

## PLANNING SESSIONS AND MEETINGS

- Participate in meetings, events and working groups that enhance the delivery of marketing research, planning and execution.

## OTHER SERVICES

- Provide other marketing related services as requested by Massport.

### **1.5 Term**

There is an anticipated contract term of three (3) years, subject to Massport's right to exercise two (2) additional one (1) year options to extend.

## 1.6 Non-Discrimination and Business Diversity

Massport prohibits discrimination in employment or application for employment on the basis of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, gender expression or identity, age being greater than forty (40) years, handicap, genetic information, Vietnam Veteran status, and membership in any legally protected class or disability. Massport also prohibits discrimination in employment or application for employment on the basis of a person or employee's membership in, or application to perform service in, or obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation. Massport is strongly committed to developing and maintaining a diverse workforce, and highly values the perspectives and varied experiences which are found only in a diverse workforce. Massport believes that promoting diversity is important to the success of its overall mission. Accordingly, Massport requires its contractors, vendors, and tenants, to comply with non-discrimination laws and encourages them to promote diversity within their workplace.

## 2. INSTRUCTIONS TO PROPOSERS

### 2.1 RFP Timetable

The timetable for the RFP process is as follows:

<b>Date</b>	<b>Activity</b>
May 19 3:30 pm	Pre-Submission Conference with Q&A at Massachusetts Port Authority, One Harborside Drive, East Boston, MA. Deadline for written designation of Respondent's Primary Contact for the purposes of this RFP.
May 20	Deadline for written (email) questions on the RFP, with online answers posted on the Massport website anticipated on May 21.
May 28, 2014 4 pm.	RFP Submission Deadline
June 9, 2014 Presentations by finalists as determined by Massport –time to be determined.	One hour presentations from each finalist to include: <ul style="list-style-type: none"><li>• Presentation of overall proposal (20 minutes)</li><li>• Presentation of a creative assignment, to be provided by Massport in advance of the presentation (20 minutes)</li><li>• Q&amp;A session (20 minutes)</li></ul>
June 19 – 30, 2014	Recommendation to Massport Board of Directors, Award Notification and Contract Execution.

July 1, 2014	Contract Commencement
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## 2.2 RFP Contact

Any communications regarding the content of this RFP shall be made to the Authority's designated Project Manager, Paula Van Gelder at:

Massachusetts Port Authority  
Strategic Communications and Marketing  
One Harborside Drive – Suite 200S  
East Boston, MA 02128-2909  
[pvangelder@massport.com](mailto:pvangelder@massport.com)

By May 19, 2014, Respondent shall designate, in writing to the Project Manager, one individual who shall serve as Respondent's primary contact for purposes of this RFP ("Respondent's Primary Contact"). Any such communication regarding the content of this RFP shall only be made by Respondent's Primary Contact to the Project Manager.

## 2.3 Proposal Submission Requirements

Each response to this RFP must be accompanied by:

1. A Completed and Signed Proposal Acknowledgment Form (attached hereto as **Attachment A**); and
2. A complete response to all questions contained in Section 3 of this RFP, entitled "Proposal Requirements"

The Proposal Acknowledgement Form shall be considered an integral part of the submission, and must be signed by an individual who is authorized to bind the Respondent contractually, giving his or her title.

The Original and fifteen (15) hard copies of your sealed proposal **must be received by Massport at or prior to 4:00 pm on May 28, 2014** at the office of Paula Van Gelder, Deputy Director of Strategic Communications and Marketing, Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 200S, East Boston, MA 02128-2909. Responses submitted by facsimile or email will not be considered. ALL PROPOSALS MUST BE DELIVERED IN SEALED ENVELOPES BEARING ON THE OUTSIDE THE NAME AND ADDRESS OF THE RESPONDENT AND THE NAME OF THIS RFP.

## 2.4 Additional Information

It is the intent of the Authority to award a contract on the basis of the response to this RFP. However, the Authority, at its sole discretion, reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel

this RFP in part or in its entirety. The Authority may request additional information from the Respondents during the course of the selection process.

The Authority need not select the lowest cost proposal but, rather, will select the proposal that is most responsive to its needs as deemed to be in the best interest of the Authority. The Authority reserves the right to issue more than one contract to fulfill the Scope of Services of the Full-Service Marketing Agency.

The successful Respondent shall be expected to execute an agreement with Massport, substantially in the form of Massport's standard Consultant Agreement (the "Agreement"), attached hereto as **Attachment B**. Any Respondent that takes exception to any provision of the Agreement must so indicate at the time of submission. Otherwise, it will be assumed that the terms of the Agreement are acceptable. Massport reserves the right to accept or reject any proposed changes in its sole discretion.

### **3. PROPOSAL REQUIREMENTS**

In order to be eligible for consideration under this Request for Proposals, Respondents must complete each section, as outlined below.

#### **3.1 NARRATIVE**

There is a limit of 15 pages in the Narrative section of the Proposal.

Each page must be 8.5x11 inches, no smaller than 11-point type, with one-inch margins. There is a stated maximum length for each section.

##### *A. COVER SHEET (one page, containing only the following information)*

- Identify the name of your agency, the person who will represent your company throughout this process, and all relevant contact information. If your agency operates out of more than one location, identify the primary office from which the majority of services will be provided.

##### *B. AGENCY CONTACT AND BACKGROUND (maximum 2 pages)*

- Provide a general description of your agency, number of employees, date of incorporation, and a list of key clients in the past five years (ranked by order of size, billing amount, and the type of work performed for each).
- For your proposed Massport account team, please provide names, titles, tenure at the agency, and a brief biography.

- Provide at least three professional references for your agency including company name, address, phone number and contact person (these must be a current or former client).

C. *APPROACH AND QUALIFICATIONS (maximum 4 pages)*

- Describe your agency's business approach and points of differentiation on the following:
  - Account management
  - Creative development process
  - Methods for building brand value
  - Research capabilities, including internal capabilities and external resources
  - Methodology for developing meaningful consumer insights
  - Project leadership and account management structure and fee schedule
- Describe your agency's qualifications and experience in:
  - Public sector account services
  - Public information campaigns
  - Experience in transportation, travel, tourism, maritime or cargo industries
  - Experience in urban development and revitalization
  - Experience in the use of digital technology and social media to deliver information and marketing messages

D. *CASE STUDIES (one page per case study, maximum 3 pages)*

Briefly describe three (3) relevant projects undertaken by your agency in the past two (2) years. These projects should be ones in which your agency was retained to develop marketing and advertising strategies and materials, and should demonstrate your agency's approach to problem-solving and the resulting work product.

- Client
- Objective and Target Audience
- Challenge
- Relevant Data and Research
- Solution and Execution

E. *MAJOR CAMPAIGN (maximum 4 pages)*

Select one campaign that best demonstrates your work on a multi-dimensional marketing program.

- Describe the objective, target audience, campaign length, budget and the measured impact of the campaign.
- Detail your use of research in guiding this work: aggregating data, reviewing secondary sources and conducting primary research.
- Describe the use of subcontractors and how that component improved the planning or execution of the marketing campaign.

- If a marketing partnership was created, describe your agency's experience in negotiating partnerships and/or marketing alliances on behalf of clients and the beneficial result.
- Describe any cost-savings or value-added results that your agency achieved.

*F. Final Summary (maximum one page)*

Given your knowledge of Massport in general, and the information provided in Massport's described marketing and advertising Scope of Services please describe why your agency should be considered to handle this account.

**3.2. SAMPLES OF CREATIVE WORK**

Please submit samples of the creative work produced by your agency as presented in the Narrative Section of this Proposal (3.1 above).

There are no restrictions on the page layout or number of images per page, but the page size is limited to 8.5 inches by 14 inches, and the page maximums are listed below:

Case Study Creative

Limited to 1 page for each Case Study (total of 3 pages).

Major Campaign Creative

Limited to 5 pages total.

**3.3 ADDITIONAL BACKGROUND**

Please include a statement, signed under the pains and penalties of perjury, identifying and describing all local, state and federal criminal investigations or proceedings, or any other administrative, judicial, or regulatory matter currently pending against the agency, or its Principals (to include officers, members, directors, and partners) or concluded adversely to the agency, or its Principals, within the past five (5) years, which might reasonably be construed to reflect adversely on the fitness of integrity of the agency or its Principals to perform this contract for a public client. Failure to respond properly and accurately to this requirement may, in Massport's sole discretion, result in rejection of your submission.

**ATTACHMENT A**

**MASSACHUSETTS PORT AUTHORITY**

**REQUEST FOR PROPOSALS:  
FULL SERVICE MARKETING AGENCY**

**PROPOSAL ACKNOWLEDGMENT FORM**

To: Massachusetts Port Authority  
One Harborside Drive, Suite 200S  
East Boston, MA 02128-2909

Attn: Paula Van Gelder

(Name of Respondent ) \_\_\_\_\_, (“Respondent”), acknowledges receipt of the Massachusetts Port Authority’s Request for Proposals: Full Service Marketing Agency and the conditions attached hereto, and hereby submits the following proposal in response thereto.

Name of principal contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_

Email address \_\_\_\_\_

## **ACKNOWLEDGMENT AND CONDITIONS**

1. **Incorporation of RFP.** Respondent acknowledges that it has read, understands and agrees to be bound by the terms and conditions of the Full Service Marketing Agency RFP and that the terms thereof are incorporated by reference in this Proposal.
2. **Firm Offer.** This proposal constitutes a firm offer to accept an engagement with Massport on the terms set forth in the RFP and this response if selected by Massport. The undersigned individual is authorized to bind the Respondent contractually.
3. **No Withdrawal.** No proposal may be withdrawn after it has been submitted to and received by Massport unless the Respondent so requests in writing to Ms. Paula Van Gelder, Deputy Director of Strategic Communications and Marketing, Massachusetts Port Authority, Logan Office Center, One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128-2909 and such request is received before the deadline set for the submission of proposals.
4. **Rejection of Proposals.** Massport is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of Massport and the public, and not because of any legal requirements to do so. Respondent acknowledges that it is Massport's right to accept any proposal, or to reject any or all proposals, to modify or amend with the consent of the Respondent any proposal prior to acceptance, to withdraw at any time from this process with no recourse for any Respondent, to undertake discussions and modifications with one or more Respondents or any third party, and to proceed with that proposal or a modified proposal, to waive any informality and to effect any agreement otherwise, all as Massport in its sole judgment may deem to be in its best interest. In no event shall Massport be liable to any Respondent for bid preparation costs and expenses.
5. **References.** By submission of its response to this Request for Proposals, the Respondent authorizes Massport to contact any and all third parties having knowledge of Respondent's operations and financial history, and authorizes all such parties to communicate such knowledge or information to Massport.
6. **Information Provided.** Respondents are advised to consider only the matters contained in this Request for Proposals and any written clarifications issued by Massport and disseminated to all Respondents. Only such written materials can be considered part of this RFP.
7. **No Reimbursement.** Costs for developing the response to this RFP are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by Massport. Respondent acknowledges that at any time and from time to time after the receipt by Massport of responses to this RFP, Massport may give written notice to the Respondent to furnish additional information relating to its proposal and may give written notice to the Respondent to meet with designated representatives of Massport with respect to its proposal. Neither the furnishing of the RFP to the Respondent, nor the submission of any materials, documents, or other information by the Respondent, nor the acceptance thereof by Massport, nor any correspondence, discussions, meetings or other communications shall be construed or interpreted by the Respondent to mean that Massport has made a determination that the Respondent shall be selected as the Marketing Agency, nor deemed to impose any obligations whatsoever on Massport to compensate or

reimburse the Respondent for any costs or expenses incurred in connection with its response to this RFP.

8. **Public Records Law.** Massport will seek to hold all proposals and any subsequent submissions in confidence, to the extent consistent with applicable law. Respondents are advised, however, that pursuant to M.G.L. c. 66A, all materials received by Massport which fall within the definition of “public record” as set forth in M.G.L. c. 4, section 7, cl. (26), shall be disclosed by Massport on request.

9. **Additional Information.** Massport reserves the right to seek additional information from any and all Respondents and to schedule interviews and/or presentations with the finalists. In addition, by submission of its response to this RFP, Respondents authorize the Authority to contact any and all parties having knowledge of Respondent’s operations and financial history and hereby authorizes all such parties to communicate such knowledge or information to the Authority.

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

11. **No Representations or Warranties/Personal Liability.** The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. Massport makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Massport shall not create any obligation or liability whatsoever, and each proposer expressly agrees that it has not relied upon the foregoing information and shall not hold Massport liable therefor. Neither the members of Massport, nor any individual member, officer, agent or employee of Massport shall be charged personally by the Respondent or any third party with any liability or held liable to it under any term or provision of this RFP or any statements made herein.

Submitted and all terms and conditions of the Request for Proposals and attachments are hereby acknowledged and agreed to:

\_\_\_\_\_  
Name of Proposer Agency

Authorized  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT B**

**FORM OF CONSULTANT AGREEMENT**

The submission of this form of Agreement for examination does not constitute any offer to enter into a binding contract, nor shall it be construed to (a) be binding in any way on the Massachusetts Port Authority the ("Authority"), or (b) constitute an amendment to any of the terms and provisions of the Full Service Marketing Agency Request for Proposals ("RFP"). The Authority reserves the right to make changes to any of the terms and conditions set forth in this form in its sole and absolute discretion, and the Authority shall make changes in order to conform this form of Agreement to the terms of the selected proposal and any other terms and conditions related to or in connection with the selection of a proposal. The Successful Respondent shall be bound by this form Agreement except to the extent specific objections are raised in the Proposal in accordance with the provisions of the RFP.

As of July \_\_ , 2014

Name  
Agency Name  
Address  
City, State, Zip

RE: Full Service Marketing Agency Services /WW-\_\_\_\_\_

Dear \_\_\_\_\_:

The Massachusetts Port Authority ("Massport" or the "Authority") hereby agrees with \_\_\_\_\_ ("Consultant") respecting the terms of its engagement by the Authority to provide certain marketing consulting services to the Authority as further described below.

**Article 1 - Scope of Services**

1.1 Consultant shall provide certain marketing consulting services as more fully defined in the Scope of Services attached hereto and incorporated herein as **Exhibit A**.

**Article 2 - Compensation**

2.1 **Not to Exceed Amount**. For the above services, Consultant shall be paid an amount not to exceed (TBD by the Authority) per year, which shall consist of:

- (a) The amount actually due Consultant calculated according to the time actually expended by Consultant in the performance of services at the rates set forth in **Exhibit B** and the **requirements set forth in Exhibit A, without further mark-up**. Consultant agrees that all travel-related expenses contemplated or incurred under this Agreement shall be consistent with the Authority's travel and business expense procedures, as such procedures may change from time to time. To be eligible for reimbursement, such travel expenses shall require the prior written approval of the Authority, acting through the Director of Strategic Marketing, or her designee. This not to exceed amount of \_\_\_\_\_ per year includes

complete compensation for all agency fees, including without limitation, subcontractor fees, media buys and trafficking, sponsorships and out of pocket expenses, labor, materials, equipment, reasonable expenses, overhead, general administrative costs and profit, other than the purchases made by consultant in accordance with subsection (b) herein; and

- (b) Reimbursement of Consultant for payment of third party invoices for purchased sponsorships and media buys, provided that such purchases have been reviewed and approved by the Authority prior to purchase by Consultant.

2.2 Invoices. Consultant shall submit monthly invoices in a form reasonably satisfactory to the Authority setting forth (i) actual time and services rendered by Consultant, and (ii) in such detail as the Authority may reasonably require to show the identification of the third parties performing services and the detailed nature and extent of services performed and/or deliverables produced, including copies of all invoices from its agency or media vendor(s) for advertising expenses along with tear sheets or other proof of insertion and/or other appropriate supporting documentation of such expenses approved by the Authority. The Authority shall make payments to Consultant within thirty (30) days after receipt and approval by the Authority of said satisfactory invoices.

2.3 Books and Records. Consultant shall keep accounts, books and records pertaining to services performed and reimbursable expenses incurred in a true and accurate manner and on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. Upon seventy-two hours (72) hours advance notice, the Authority or a representative on behalf of the Authority shall have the right to inspect, review or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement, including without limitation the Scope of Services. Consultant shall keep such accounts, books and records as required to be maintained by this Agreement at a location within the metropolitan Boston area or, if the Consultant maintains such accounts, books and records in another location outside the metropolitan Boston area, the Consultant shall make such accounts, books and records available at Consultant's Boston office or at a site acceptable to the Authority upon reasonable notice from the Authority. The Authority shall have the right to photocopy or otherwise duplicate at Consultant's expense those accounts, books and records as the Authority determines to be necessary or convenient in connection with its review or audit thereof. The Authority agrees that the accounts, books and records that it may photocopy or otherwise duplicate in connection with said review or audit are proprietary and confidential and shall not be disclosed (except as may otherwise be required by law), distributed or used by the Authority for any purpose other than to determine compliance by the Consultant with the provisions and requirements of this Agreement. If Consultant's accounts, books or records have been generated from computerized data, Consultant shall provide the Authority or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the Authority. Consultant shall retain and keep available to the Authority all books and records relating to this Agreement for a period of not less than seven (7) years following the expiration of the Term of this Agreement or, in the event of litigation or claims arising out of or relating to this Agreement, until such litigation or claims are finally adjudicated and all appeal periods have expired.

### **Article 3 - Term**

3.1 Term. The term of this Agreement shall commence as of July \_1 ,2014 and shall terminate on June 30, 2017 unless sooner terminated or extended by the Authority in accordance with this Agreement.

3.2 Authority's Options to Extend. The Authority shall have the option to extend the term of this Agreement for two (2) additional one-year periods (each one-year period, an "Option Year") by giving Consultant at least thirty (30) days written notice prior to the last day of the then current Term; provided, that the exercise of such option(s) shall be within the Authority's sole and absolute discretion; and, provided further, that any such extension of this Agreement shall be on the same terms and conditions as contained in this Agreement, and the compensation for each Option Year shall be as set forth in Article 2 hereof.

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

- (a) if Consultant fails to perform the services in a timely and professional fashion; or
- (b) if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress in the engagement so as to endanger performance of this Agreement and in either of these instances does not cure such failure within a period of ten (10) days after receipt of notice from the Authority specifying such failure;

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

3.4 Termination Without Cause. In addition, the Authority may terminate this Agreement without cause by directing written notice of termination to Consultant not less than seventy-two (72) hours prior to the effective date of such termination.

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

#### **Article 4 - Additional Terms & Conditions**

4.1 Liaison between the Authority and Consultant relative to performance of services required under this Agreement shall be effected (for the Authority) through the Authority's Director of Strategic Marketing & Communications or her designee and \_\_\_\_\_ for the Consultant or such other person as may be designated in writing by the Consultant.

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

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

4.4 The Consultant agrees that services provided under this Agreement shall conform to the high professional standards of care and practice exercised by consultants engaged in performing comparable services; that the personnel assigned by Consultant to furnish such services shall be qualified and competent to perform adequately and completely the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment. Consultant shall furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.

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

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

4.7 Other than the purchased sponsorships and media buys made in accordance with Section 2.1(b) of this Agreement, Consultant shall not create, agree to, or assume, any commitment, contract or agreement, express or implied, on behalf of or in the name of the Authority. The Authority shall have no obligations or liabilities by reason of its relationship with Consultant, except the obligation to pay compensation as provided herein.

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

4.9 Consultant shall abide by and conform to the non-discrimination terms and other provisions in **Exhibit C** attached hereto and incorporated herein.

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

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

4.12 Consultant, at its sole cost and expense, shall maintain and keep in effect during the term of this Agreement, the following insurance: (i) workers' compensation insurance, as required by law; (ii) employer's liability insurance in an amount of not less than One Million Dollars (\$1,000,000); (iii) professional liability insurance coverage for errors, omissions and negligent acts in an amount of not less than One Million Dollars (\$1,000,000); and (iv) commercial general liability insurance (including automobile liability insurance covering all owned, hired and non-owned vehicles) for bodily and personal injury and property damage in the combined single limit of One Million Dollars (\$1,000,000). On all policies of liability insurance required hereunder, except professional liability insurance, the Authority shall be named as an additional insured. Consultant's insurance shall be primary, over and above any other insurance held by the Authority. Consultant shall furnish Certificates of Insurance evidencing the insurance coverages required hereunder prior to commencement of this Agreement. Each policy of insurance required herein shall (a) be in a form and with a company that is authorized to do business in the Commonwealth of Massachusetts having a Best rating of B+ or better; (b) provide that it shall not be materially altered or cancelled by the insurer during the policy's term without first giving at least thirty (30) days prior written notice to the Authority; (c) provide that any act or omission of Consultant or the Authority shall not prejudice the rights of the Authority as a party insured under said policy; and (d) be subject to a deductible in an amount reasonably acceptable to the Authority, which amount shall be stated on the policy or certificate of insurance.

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

any statutes respecting suits against the Authority.

4.13 To the fullest extent permitted by law, Consultant at its sole cost and expense shall defend, indemnify and hold harmless the Authority and its members, officers and employees from and against any and all liabilities, claims, demands, causes of action, losses, damages, actions, including actions for personal injury or wrongful death, actions for property damage, and any other type of claims alleging a violation of law or for any other cause, costs, fines, fees and expenses of any kind or nature whatsoever (including attorneys' fees and costs of investigation and litigation) arising directly from or directly related to the Consultant's performance under this Agreement, or the negligence, omissions, acts or operations of Consultant, its agents, employees, consultants or sub-consultants; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which Consultant demonstrates were caused solely by the gross negligence or willful misconduct of the Authority. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would exist at common law, and the extent of this obligation of indemnification shall not be limited by any provision of insurance undertaken by Consultant. Further, Consultant shall indemnify and hold harmless the Authority against and from all costs, counsel and expert fees, expenses and disbursements incurred in connection with or in defending any such claim or any action or proceedings brought thereon; and in case any action or proceeding is brought against the Authority by reason of any such claim, Consultant, upon notice from the Authority, agrees to resist or defend such action or proceeding with counsel reasonably acceptable to the Authority. The Authority shall give Consultant reasonable written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. This paragraph shall survive any termination or expiration of this Agreement.

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

4.15 This Agreement, any duties hereunder, or interest herein may not be assigned or delegated by Consultant without the prior express written consent of the Authority which may be withheld in the Authority's sole discretion.

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

4.17 The parties, by execution of this Agreement, voluntarily and intentionally waive all rights to trial by jury as to all claims, disputes, or controversies arising out of, or relating to, this Agreement or the performance or breach thereof. The Authority has acted in reliance on this condition in executing this Agreement.

4.18 This Agreement and the Exhibits attached to it set forth the entire understanding between the parties as to the subject matter hereof and supersede all prior or collateral agreements and representations. To the extent that there is any conflict between the Agreement and any provisions contained in any Exhibit, the Agreement shall prevail. This Agreement may not be amended or

modified except by a writing signed by both parties.

4.19 Consultant shall complete the Certificate of Compliance with Laws form designated as **Exhibit D** attached hereto and incorporated herein.

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

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

4.22 Whenever written notice or consent is required pursuant to this Agreement, it shall be sent to the parties at their respective addresses below, by registered or certified mail (postage pre-paid with return receipt requested), facsimile transmission, overnight express mail (postage pre-paid) or courier service. Any notice or consent sent by facsimile shall also be sent by registered or certified mail or overnight express mail or courier service. If sent by registered or certified mail, notice will be achieved three (3) business days after the date on which it is sent, and if sent by overnight express mail or courier service, notice will be achieved on the date of delivery. If notice is to be sent to Consultant, it will be sent to \_\_\_\_\_, c/o

\_\_\_\_\_.

If notice is to be sent to the Authority, it will be sent to the Authority's liaison identified in paragraph 4.1, with a copy to the Chief Legal Counsel, each at Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128, with a copy sent to Pauline Roberts, Contract Administrator, Legal Department, at the above-written address. Notice shall be sent to the above-listed persons or to other persons at such other addresses as a party shall designate by like notice to the other party.

## **ARTICLE 5 – DATA PRIVACY MEASURES**

5.1 Consultant shall, consistent with Mass. Gen. L. ch. 93H and 201 CMR 17.00, implement and maintain a written information security program that contains appropriate security measures to safeguard the personal information provided to it by the Authority that it receives, stores, maintains, processes or otherwise accesses in connection with the provision of services hereunder. For these purposes, “personal information” shall mean (i) an individual’s name (first initial and last name or first name and last name) plus one of the following: (a) social security number, (b) driver’s license number, (c) state identification card number, (d) debit or credit card number, (e) financial account number, (f) personal identification number or password that would permit access to a person’s account, or (g) home address or (ii) any combination of the foregoing that would allow a person to log onto or access an individual’s account. Notwithstanding the foregoing “personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. Consultant shall not disclose to any third party any personal information provided

to it by the Authority without written permission of the Authority.

5.2 Consultant shall restrict access to Authority records, documents and information to only those employees of Consultant who require access to such records, documents and information to perform the services required hereunder. Consultant shall maintain in confidence, and shall cause its employees to maintain in confidence, all Authority records, documents and information, including but not limited to, individual personnel records, "personal information," and records, documents and information which contain and/or constitute "Sensitive Security Information" ("SSI") as defined by 49 C.F.R. 1520, which become available to it/them in connection with Consultant's services under this Agreement.

**The unauthorized release of SSI is prohibited.** All records, documents and information defined by 49 C.F.R.1520 or designated by the Authority as SSI shall be marked, stored, distributed and destroyed in accordance with 49 C.F.R. 1520. Upon receipt of SSI from the Authority, Consultant acknowledges that it is a "Covered Person" subject to the requirements of 49 C.F.R. 1520.

SSI records, documents and information received during the course of this Agreement are the property of the Authority. No part of any such records or documents, or any of the information contained therein, may be photocopied or reproduced in any way (except as specifically required by the terms of this Agreement), or released to any person without the prior written permission of the Authority. Unauthorized possession, photocopying, reproduction or release of such records and documents, or any portion of their contents, or failure to return them to the Authority immediately upon request shall constitute a material breach of this Agreement.

Consultant shall report to the Transportation Security Administration ("TSA") the loss or unauthorized disclosure of SSI in accordance with 49 C.F.R. 1520.9(c) and shall notify the Authority of each such report. Failure to report to the TSA the loss or unauthorized disclosure of SSI in accordance with 49 C.F.R. 1520.9(c) and/or failure to notify the Authority of such loss or unauthorized disclosure or of such report to the TSA shall constitute a material breach of this Agreement.

Any material breach of this Agreement as described in this Section 5.2 may result in immediate termination of this Agreement and such other action as deemed appropriate by the Authority, including but not limited to, referral to federal authorities.

Upon signing the enclosed copies, please return the executed copies, each with an original signature, to the Massachusetts Port Authority, One Harborside Drive, Suite 200S, East Boston, Massachusetts, 02128-2909, Attention: Pauline Roberts, Contract Administrator, Legal Department. A fully executed Agreement with original signatures will be returned to you for your files.

Very truly yours,

MASSACHUSETTS PORT AUTHORITY

Michael A. Grieco  
Assistant Secretary-Treasurer

AGREED AND ACKNOWLEDGED:

FULL SERVICE MARKETING AGENCY NAME

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Under the direction of Massport, perform the following Scope of Services:

#### **RESEARCH**

- Provide research and analysis that assesses the profile, public perception, and depth of knowledge among Massport's stakeholders: passengers/customers, communities impacted by Massport operations, the business and financial community, and governmental, transportation and security agencies.
- Aggregate secondary research, and conduct primary research that supports Massport's lines of business, with the goals of: increasing economic impact, expanding job development and improving customer service.

#### **STRATEGY DEVELOPMENT**

- Based on relevant data and Massport project objectives, determine the communication strategy and message hierarchy for assigned campaigns.

#### **CREATIVE DEVELOPMENT**

- Prepare creative briefs for approval by Massport.
- Provide creative execution for the target media.
- Test message effectiveness through appropriate methodology, including: surveys, interviews, panels, intercepts and focus group sessions.

#### **MEDIA BUY AND PLACEMENT**

- Provide analysis of the marketing mix, and recommend the most effective reach and frequency plan for each recommended channel: advertising (print, digital and radio), advertorials, earned media, events, sponsorships, speaking opportunities and partnership activities.
- Place media buys, secure valued added opportunities and placement advantages, plan media schedules, traffic ads, provide cumulative statistics and metrics on effectiveness.

#### **SPONSORSHIPS AND PARTNERSHIPS**

- Recommend alliances that support the Massport mission and contribute to strategic goals and campaigns.
- Prepare strategic analysis of sponsorship and partnership roles and benefits, including budget and cost sharing.

#### **PLANNING SESSIONS AND MEETINGS**

- Participate in meetings, events and working groups that enhance the delivery of marketing research, planning and execution.

## OTHER SERVICES

- Provide other marketing related services as may be requested by Massport.

**EXHIBIT B**  
**COMPENSATION**

TBD IN ACCORDANCE WITH SELECTED PROPOSAL

## **EXHIBIT C**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In accordance with policies adopted by the Massachusetts Port Authority, Consultant further agrees with respect to its exercise of all uses, rights, privileges and obligations granted or required herein as follows:

1. Consultant shall not discriminate against any person, employee or applicant for employment because of that person's membership in any legally protected class, including but not limited to their race, color, gender, religion, creed, national origin, ancestry, age being greater than forty years, sexual orientation, gender expression and identity, handicap, genetic information, or Vietnam era veteran status. Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation.

2. Consultant will provide all information and reports pertinent to the Authority's Equal Employment, Antidiscrimination and Affirmative Action requirements requested by the Authority and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by Massport to affect the Consultant's obligations herein.

3. Consultant shall comply with all federal and state laws and Massport regulations pertaining to Civil Rights, Discrimination, and Equal Opportunity, including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

4. Consultant's non-compliance with the provisions of this Exhibit shall constitute a material breach of this Agreement, for which Massport may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Agreement upon ten (10) days written notice.

## EXHIBIT D

### CERTIFICATE OF COMPLIANCE WITH LAWS

#### Massachusetts Employment Security Law

Pursuant to G.L.c. 151A, §19A(b), the undersigned hereby certifies\* under the penalties of perjury that Consultant, with Division of Unemployment Assistance (D.U.A.) ID Number \_\_\_\_\_, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

\*Compliance may be certified if Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.c. 151A, §19A(c).

*or check the following:*

\_\_\_\_\_ *The undersigned certifies that the Massachusetts Employment Security Law does not apply to it because Consultant does not have any individuals performing services for it within the Commonwealth to the extent that it would be required to make any contributions or payments to the Commonwealth.*

#### Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that Consultant (check applicable item):

1. \_\_\_\_\_ employs fewer than fifty (50) full-time employees; or
2. \_\_\_\_\_ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. \_\_\_\_\_ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

#### Revenue Enforcement and Protection Program

Pursuant to G.L.c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that Consultant's Taxpayer Identification Number is Federal Identification No. \_\_\_\_\_ and that to the best of his/her knowledge and belief Consultant has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Consultant (check applicable item):

1. \_\_\_\_\_ has filed all tax returns and paid all taxes required by law; or
2. \_\_\_\_\_ has filed a pending application for abatement of such tax; or
3. \_\_\_\_\_ has a pending petition before the appellate tax board contesting such tax; or
4. \_\_\_\_\_ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth.

Certification Regarding Companies Doing Business with or in Northern Ireland

Pursuant to G.L.c. 7, § 22C, the undersigned hereby certifies under the pains and penalties of perjury that Consultant is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland, and that Consultant (check applicable item):

1. \_\_\_\_\_ does not employ ten or more employees in an office or other facility located in Northern Ireland; or
2. \_\_\_\_\_ employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MARKETING AGENCY NAME

Authorized Signature: \_\_\_\_\_

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