



**Request for Proposals
Website Redesign Services**

**Eastern Iowa Airport
2515 Arthur Collins Parkway SW
Cedar Rapids, IA 52404**

December 21, 2021

TABLE OF CONTENTS

SECTION I – NOTICE OF REQUEST FOR PROPOSAL (RFP)	1
SECTION II – GENERAL TERMS AND CONDITIONS	1
SECTION III – SPECIAL TERMS AND CONDITIONS	2
SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS	4
SECTION V – METHOD OF EVALUATION	7
SECTION VI – SIGNATURE PAGE	8
SECTION VII – INSURANCE REQUIREMENTS	9
SECTION VIII – GENERAL TERMS AND CONDITIONS.....	10
SECTION IX – PROPOSAL FORM	12
EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT	13

SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date (flyCID.com/rfp)	Tuesday, December 21, 2021
Deadline for Questions	Tuesday, January 11, 2022 by 2 PM CST
Final Addenda, posted on Airport’s website	Wednesday, January 12, 2022
Proposal Due Date and Time	Monday, February 7, 2022 by 2 PM CST
Evaluation Period	February 8-25, 2022
Interviews	TBD (if required)
Selection and Award by Commission	Monday, February 28, 2022
Notice to Proceed	March 1, 2022

Check List of Required Documents

- ✓ Proposal Content
- ✓ Section VII – Signature Page Form
- ✓ Section X – Proposal Form

SECTION I – NOTICE OF REQUEST FOR PROPOSAL (RFP)

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 PM Central Standard Time (CST) on Monday, February 7, 2022 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for Website Redesign Services.

1.2 RFP Timeline

Name of the Proposal	Website Redesign Services
Date of Issuance	Tuesday, December 21, 2021
Deadline for Questions	Tuesday, January 11, 2022 by 2:00 PM CST
Deadline for Proposal Submittal	Monday, February 7, 2022 by 2:00 PM CST
Recommendation for Award	Monday, February 28, 2022
Submit Proposal to:	The Eastern Iowa Airport Administration Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Electronic and fax proposals are not acceptable
Contact Person, Title E-mail Address	Pam Hinman, Director of Marketing & Communications P.Hinman@flyCID.com
Phone/ Fax Numbers	Phone: 319-731-5719 Fax: 319-362-1670

SECTION II – GENERAL TERMS AND CONDITIONS

2.0 General

The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from a qualified company (also referred to as Company or Companies, Proposer, herein), to provide Website Redesign Services to the Eastern Iowa Airport.

2.1 Pre-Proposal Meeting

2.1.1 There will be no pre-proposal meeting associated with this Proposal. Proposers are encouraged to submit questions by email to P.Hinman@flyCID.com or fax 319-362-1670 no later than 2:00 PM CST on Tuesday, January 11, 2022.

2.2 Receipt and Opening of Proposals

2.2.1 All proposals must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by February 7, 2022 before 2:00 PM CST, in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other office or department, and proposals sent via facsimile or email will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation "**SEALED RFP – Website Redesign Services**" due on **Monday, February 7, 2022 before 2:00 PM CST**. Any proposal received after **2:00 PM CST on February 7, 2022** may be deemed unresponsive and may be returned to Company unopened.

2.2.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Commission, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal

responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

- 2.2.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.2.5 Opening: There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated, after the published **proposal deadline of 2:00 PM CST on Monday, February 7, 2022** at the Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids.
- 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at flyCID.com/rfp. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 2.2.7 A Certificate of Insurance must be on file and approved by the Commission’s Director of Finance & Administration before this project can begin. See Section VIII – Insurance Requirements, which details the exact requirements of the Commission.
- 2.2.8 This RFP does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3 Addenda

- 2.3.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Tuesday, January 11, 2022 at 2:00 PM CST. The Company shall promptly notify Pam Hinman, Director of Marketing and Communications by e-mail P.Hinman@flyCID.com or facsimile to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Agreement Documents and shall be acknowledged and dated on the bottom of the Section VII – Signature Page.

- 2.4 Important Exceptions to Agreement Documents – The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Section VII – Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

- 2.5 Incomplete Information – Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to “non-responsiveness.”

SECTION III – SPECIAL TERMS AND CONDITIONS

- 3.0 Agreement Forms – A sample Professional Service Agreement – Website Redesign Services (Agreement) is attached hereto as Exhibit A

- 3.1 Term of Agreement

- 3.1.1 The initial term of the Agreement shall commence on the date the Commission executes the Agreement and shall terminate at the end on the selected technical support term.
- 3.1.2 The initial website redesign services shall be substantially complete as agreed upon by the parties based on approved project schedule from the start of the Agreement. A copy of the website will be provided to the Consultant to ensure that the services are completed within the time frame.

3.1.3 Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the agreement.

3.2 Consultant's Employees

3.2.1 The Commission reserves the right to require the Consultant to remove any employee from the work area whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment on the project is deemed by the Commission to be contrary to the public interest.

3.2.2 Company, its officers, employees, agents, subconsultants, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration, or TSA. If Company, its officers, employees, agents, subconsultants, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

3.2.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the Company, its employees, subconsultants or any independent Consultants working under the direction of either the Company or subconsultant in the performance of this Agreement.

3.3 Payment

3.3.1 The Commission's procurement card program allows authorized Commission employees to purchase services using a MasterCard. Please indicate on the Signature Page whether your company will accept payment by MasterCard. Services authorized under this agreement that are not charged to the Commission MasterCard will be paid for upon receipt of an original invoice within thirty (30) days subject to Commission acceptance and approval of said invoice. Invoice may be submitted once per month and must clearly state the scope of the project, names of personnel working that month, number of hours and materials. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952 or emailed to AP@flyCID.com.

3.3.2 The Commission may withhold payment for reasons including, but not limited to the following:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under the Agreement;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;
- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under the Agreement; or
- i) The cost to Commission, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Commission's remedies set forth in the Agreement.

3.3.3 Actual travel time to and from the work location is not reimbursable under the Agreement.

SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS

4.0 Purpose

The Cedar Rapids Airport is seeking proposals from qualified Consultants for redesign of the Commission's website, flyCID.com, to create an updated, user-friendly, service-oriented source for public information. The awarded consultant shall provide a redesigned website meeting the following criteria:

- Has an attractive, professional look and feel
- Is informational and accessible
- Provides for consistent, intuitive navigation so that information can be found easily
- Can be easily updated, maintained, and administered by Commission staff
- Is quick to load on the visitor's browser with high speed broadband connections

The Commission desires a redesigned website incorporating the best practices of successful, interactive commercial and municipal websites with a focus on the end-user experience to create the best possible source of information for the primary audience that includes residents, businesses, visitors, and media.

Proposals shall include both a new redesigned website and content management system. The successful respondent will have expertise in developing large websites with high functionality and shall submit a proposal that includes the following:

- Project plan and schedule with key milestones
- All-inclusive firm-fixed fee to complete the project
- References
- Samples of previous comparable projects

4.1 Scope of Services

4.1.1 Website Design Expectations

- a) Create a consistent, user-friendly, up-to-date design
- b) Review the current site and suggest ideas for re-organization
- c) Redesign the home page with space for announcements, emergency alerts, banner advertising, and access to blog and other social media
- d) Create responsive design for seamless mobile viewing – Web pages shall open to fit user screen size dynamically, while maintaining the ease of use of the desktop version
- e) Ability to provide video streaming in various formats
- f) Compatibility with multiple browsers including Internet Explorer, Firefox, Chrome, Safari, etc.
- g) Assist the Commission with content transfer, including suggesting images and photographs
- h) Specify the graphic design and layout for the site in a "mock-up" format before formal adoption and approval is granted
- i) Automated backup solution, achieved either as plug-in or integrated solution saving to DropBox, GoogleDrive, SFTP or other like solution
- j) Content brought over from previous webpages should have links and content altered to reflect new URL and branding
- k) Developed with HTML 5 and CSS 2 or higher per W3C specifications

4.1.2 Content Management Expectations

- a) Provide standard font and color choices
- b) Simple navigation that allows users to create, edit, and publish content quickly and easily
- c) Archive of all previous page versions and deleted pages
- d) Track changes to individual administrators
- e) Date-controlled content expiration capabilities
- f) Content preview function prior to publishing
- g) Online help/FAQ available for users
- h) System allows for content-related metadata and alt tags on images
- i) Automatic spell check and grammar alerts incorporated into the content management system

- j) CMS should have a method of replacing or updating the website home page with an emergency alert page or message

4.1.3 Website Navigation Expectations

- a) Create navigation structure based on Airport services, with pages designed for various audiences (travelers, residents, businesses, etc.)
- b) Website search capability with advanced options; prioritize results with pages first, then articles or pdfs, then news releases
- c) The URLs automatically generated by the new site must be short and easy to alter/control by content editors and administrators
- d) Consultant shall use best practices for user heuristics for website navigation
- e) The Commission prefers a structure that makes content accessible with as few clicks as possible

4.1.4 Interactive Web Technology Expectations

- a) Integrate Airport's 3rd Party Online Booking Engine (OnPeak), which gives travelers the ability to book airline tickets, hotels, and rental cars online
- b) Integrate Airport's 3rd Party Flight Information Display System (ProDIGIQ)
- c) Online forms and submission capabilities, as well as integration of existing forms (Wufoo) services
- d) Interactive media capabilities, including RSS feed, video streaming (such as YouTube and other platforms), podcasting, photo gallery, interactive maps, etc.
- e) Ability to share specific content via email and on social media sites
- f) Printer friendly pages
- g) Blog module with Search Engine Optimization (SEO) and monitored commenting ability
- h) SEO developed during redesign process and training for future upkeep

4.1.5 Compliance and Usability Expectations

- a) Notice shall be prominently and directly linked from the Airport's homepage instructing visitors to the website on how to request accessible information and soliciting feedback. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) that is utilized by the City of Cedar Rapids to contact personnel that are knowledgeable about the accessibility of the website.
- b) Provide 100% compliance with disability access rules as specified by the World Wide Web Consortium and US Federal Section 508
- c) Compliant with the Iowa Open Records Law WCAG 2.0 AA
- d) Compliant with the Americans with Disabilities Act (ADA)
- e) Add breadcrumbs to every web page
- f) Provide the ability for users to change text size as needed
- g) Provide the ability for website pages to be translated to other languages
- h) Consultant shall provide options for usability testing before formal adoption and approval is granted

4.1.6 Hosting and Platform Expectations

- a) Shall provide website analytics and report capabilities using Google Analytics
- b) Shall provide ability to customize content and design
- c) Shall provide the ability to add components or plug-ins developed by Commission staff
- d) Consultant shall provide documentation, training, and surrender of application architecture, workflows, templates, source code, and software licenses purchased by the Commission
- e) Consultant shall work with Commission's Airport IT Systems Coordinator to configure website monitoring and statistics to properly report, alert, and provide a knowledge base of common support issues/resolutions
- f) Site will be hosted on GoDaddy and will utilize HTTPS.
- g) The software installation process must be fully documented, and have the ability to be reinstalled from scratch if necessary.

4.1.7 Security and Privacy Requirements

- a) All login web forms must occur on a secured (HTTPS) webpage. This form cannot originate from a non-secured page and post or redirect to a secured page
- b) Security solution that includes user lockouts/cooldowns, IP blocking manually and automatically, achieved either as a plug-in or integrated solution
- c) User names and passwords may not be hardcoded anywhere in the website
- d) All user names red in configuration files or databases must be encrypted using industry best practices
- e) A method must exist to prevent e-mail address harvesting from spammers
- f) Provide information about what types of protections are present in the CMS to prevent attacks from these common vectors:
 - i. Remote/local file includes
 - ii. Cross-site scripting (XSS) and cross-site request forgery (XSRF)
 - iii. Brute force login attempts
 - iv. SQL injection
 - v. Command execution
 - vi. Full path disclosure
 - vii. Directory traversal
 - viii. Remote file disclosure
- g) Schedule scans for malicious content and outdated plug-ins or other known vulnerabilities
- h) If any security issues or bugs are discovered, identify the process to address them
- i) Identify the process of notification for potential issue or bugs with the CMS and the process of applying patches to the CMS or plug-ins

4.1.8 Technical Support Expectations

- a) Consultant shall provide options for technical support for six (6) month and twelve (12) month increments
- b) Consultant shall provide administrator, editor, and content manager training
- c) Consultant shall provide written user manuals (electronic and/or paper) for easy reference
- d) Consultant is allowed to perform task remotely, but shall have the availability to meet onsite as needed for meetings or training purposes

4.2 Proposal Requirements

- 4.2.1 Proposal Submission – Limit your proposal content to 25 pages. This shall include the cover transmittal letter and table of contents. Dual sided printing for the proposal is encouraged. Proposal, one (1) Original and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive), must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer, and be clearly marked “**SEALED RFP – Website Redesign Services**” due on **Monday, February 7, 2022 at 2:00 PM CST** to:

**Eastern Iowa Airport
2515 Arthur Collins Pkwy SW
Cedar Rapids, Iowa 52404-8952**

4.3 Proposal Content

- 4.3.1 Cover Transmittal Letter – Provide a narrative that introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
- 4.3.2 Firm Qualifications, Experience and References – The successful firm(s) must have at least three (3) years of experience in the field of website development. Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience with similar sized airports.
- 4.3.3 Project Personnel and Staffing – Consultant staff working on the account should have at least five (5) years of experience in professional website design services. In addition, the Consultant must provide an “Account Executive” that will be the day-to-day contact person for the

Commission. Provide a brief description of all key personnel (including vendors, partners or subcontractors, if applicable) to be involved and their relationship to the services to be provided. Include names, titles, licenses, certificates, and fields of expertise. Attach resumes as part of an appendix to the proposal.

- 4.3.4 Proposal Cost – Provide pricing and cost information for the services. Include hourly rates for all proposed team members and a total service costs.

SECTION V – METHOD OF EVALUATION

- 5.0 Agreement Award – Any agreement award(s) made by the Commission is subject to prior approval by the Commission.
- 5.0.1 Award of agreement shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein.
- 5.1 Proposal Evaluation Criteria – In general, proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity, and content of the proposal.
- 5.1.1 Qualifications and Experience
- Relevant experience of key personnel, including assigned Project Manager
 - Training proposed
 - Feedback from references, including performance on other Airport projects
 - Knowledge, experience and demonstrated success with providing similar services
 - Technical support proposed
 - Financial responsibility/stability
- 5.1.2 Company Responsiveness to RFP
- Total scope of services proposed
 - Demonstrated understanding of the project
 - Proposed timeline and plan of services
 - Responses to overall proposal and compliance with submission guidelines
 - Proposal presentation (completeness, organization, appearance, etc.)
- 5.1.3 Price
- The price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each company.
- 5.2 The Commission reserves the right to use both primary and secondary consultants or to otherwise use multiple sources to protect the Commission’s overall interests.
- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award an agreement to the Proposer offering services and experience that represents the best overall value to the Commission.

SECTION VI – SIGNATURE PAGE

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

We choose **NOT** to submit a proposal at this time, but would like to be considered for future projects.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the agreement.

ADDENDA – flyCID.com/rfp

It is Proposer’s responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for payment by credit card, please state the discount:

SECTION VII – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

COMPANY, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from COMPANY'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY'S employees carrying out the work involved in this agreement.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Consultant or its employees carrying out the work involved in this agreement.
3. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the Consultant, its employees, subconsultants, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the consultant continuing to furnish the Commission certificates of insurance.

Subconsultants: In the case of any work sublet, the COMPANY shall require subconsultants and independent Consultants working under the direction of either the COMPANY or a subconsultant to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the COMPANY.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The COMPANY shall be responsible for deductibles and self-insured retentions in the COMPANY'S insurance policies.

Additional Insured: The Commission, its officers and employees shall be named as additional insureds on the Consultant's, subconsultant's, and independent consultant's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

- I. The minimum liability limits required by the COMMISSION are **\$1,000,000**. This must be occurrence form liability coverage.
- II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.
- III. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to B.Davis@flyCID.com, faxed to 319-362-1670, mailed, or delivered. List on the certificate the agreement name covered by the certificate of insurance. Proposal Name: Website Redesign
- IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

SECTION VIII – GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** – The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** – No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** – In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** – Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** – The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** – Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** – All changes in Proposal documents shall be through written addendum and furnished to **all** Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** – Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** – Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** – The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** – Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** – Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** – The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** – All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** – Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** – Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** – All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** – No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** – Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** – The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** – No modification of award shall be binding unless made in writing and signed by the Commission.

22. **CANCELLATION** – Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** – Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** – If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** – The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** – For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** – Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** – Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** – The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** – For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** – Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** – Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** – In terms of loss or damage, as well as where title to the goods is passed, please quote FOB – Destination.
34. **METHOD OF AWARDED/QUOTING** – The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** – The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** – All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity

SECTION IX – PROPOSAL FORM

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services as described in Section IV. The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project.

Description of Services	Firm Fixed Price
All-inclusive firm-fixed price for redesign of the Airport’s website, www.flCID.com , as described in the Scope of Work (Section 4.0)	\$
Technical support options for six (6) month and twelve (12) month increments	

Milestones for partial payments throughout the project (if required):

Milestone Description	Estimated Date	Dollar Amount
		\$
		\$
		\$
		\$
		\$
Total firm-fixed price for completed project (must match firm-fixed price above)		\$

A Commission resolution, a signed contract, and an approved purchase order will be the documents that authorize the Services to begin.

Name of Company: _____

Authorized Signature: _____

Date: _____

**WEBSITE REDESIGN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) made and entered into this _____, by and between the Cedar Rapids Airport Commission, having an address at The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404 (Commission) and _____ (Company), having an address at _____.

RECITALS

- A. Commission controls, operates, and maintains The Eastern Iowa Airport (Airport);
- B. Commission has solicited competitive proposals for website redesign services on the Airport's website;
- C. Pursuant to the described solicitation, Company submitted a Proposal to Commission dated, _____ the (Proposal);
- D. On the basis of the Proposal, Commission has selected Company for award of this Agreement; and NOW, THEREFORE, the parties agree as follows:

1. GRANT OF BUSINESS PRIVILEGE; SERVICES TO BE PERFORMED

1.1 The Commission's purpose for this Project is to create an updated, user-friendly, service-oriented source for public information. The Company shall provide a redesigned website meeting the following criteria:

- Has an attractive, professional look and feel
- Is informational and accessible
- Provides for consistent, intuitive navigation so that information can be found easily
- Can be easily updated, maintained, and administered by Airport staff
- Is quick to load on the visitor's browser with high speed broadband connections

The Commission desires a redesigned website shall incorporate the best practices of successful, interactive commercial and municipal websites with a focus on the end-user experience to create the best possible source of information for the primary audience, which includes residents, businesses, visitors, and media.

1.2 Scope of Services

1.2.1 Website Design

- a) Create a consistent, user-friendly, up-to-date design
- b) Review the current site and suggest ideas for re-organization
- c) Redesign the home page with space for announcements, emergency alerts, banner advertising, and access to blog and other social media
- d) Create responsive design for seamless mobile viewing – Web pages shall open to fit user screen size dynamically, while maintaining the ease of use of the desktop version
- e) Ability to provide video streaming in various formats
- f) Compatibility with multiple browsers including Internet Explorer, Firefox, Chrome, Safari, etc.
- g) Assist the Commission with content transfer, including suggesting images and photographs
- h) Specify the graphic design and layout for the site in a "mock-up" format before formal adoption and approval is granted

- i) Automated backup solution, achieved either as plug-in or integrated solution saving to DropBox, GoogleDrive, SFTP or other like solution
- j) Content brought over from previous webpages should have links and content altered to reflect new URL and branding
- k) Developed with HTML 5 and CSS 2 or higher per W3C specifications

1.2.2 Content Management

- a) Provide standard font and color choices
- b) Simple navigation that allows users to create, edit, and publish content quickly and easily
- c) Archive of all previous page versions and deleted pages
- d) Track changes to individual administrators
- e) Date-controlled content expiration capabilities
- f) Content preview function prior to publishing
- g) Online help/FAQ available for users
- h) System allows for content-related metadata and alt tags on images
- i) Automatic spell check and grammar alerts incorporated into the content management system
- j) CMS should have a method of replacing or updating the website home page with an emergency alert page or message

1.2.3 Website Navigation

- a) Create navigation structure based on Airport services, with pages designed for various audiences (travelers, residents, businesses, etc.)
- b) Website search capability with advanced options; prioritize results with pages first, then articles or pdfs, then news releases
- c) The URLs automatically generated by the new site must be short and easy to alter/control by content editors and administrators
- d) Consultant shall use best practices for user heuristics for website navigation
- e) The Commission prefers a structure that makes content accessible with as few clicks as possible

1.2.4 Interactive Web Technology

- a) Integrate Airport's 3rd Party Online Booking Engine (OnPeak), which gives travelers the ability to book airline tickets, hotels, and rental cars online
- b) Integrate Airport's 3rd Party Flight Information Display System (ProDIGIQ)
- c) Online forms and submission capabilities, as well as integration of existing forms (Wufoo) services
- d) Interactive media capabilities, including RSS feed, video streaming (such as YouTube and other platforms), podcasting, photo gallery, interactive maps, etc.
- e) Ability to share specific content via email and on social media sites
- f) Printer friendly pages
- g) Blog module with Search Engine Optimization (SEO) and monitored commenting ability
- h) SEO developed during redesign process and training for future upkeep

1.2.5 Compliance and Usability

- a) Notice shall be prominently and directly linked from the Airport's homepage instructing visitors to the website on how to request accessible information and soliciting feedback. The link shall provide several methods to request

accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) that is utilized by the City of Cedar Rapids to contact personnel that are knowledgeable about the accessibility of the website.

- b) Provide 100% compliance with disability access rules as specified by the World Wide Web Consortium and US Federal Section 508
- c) Compliant with the Iowa Open Records Law WCAG 2.0 AA
- d) Compliant with the Americans with Disabilities Act (ADA)
- e) Add breadcrumbs to every web page
- f) Provide the ability for users to change text size as needed
- g) Provide the ability for website pages to be translated to other languages
- h) Consultant shall provide options for usability testing before formal adoption and approval is granted

1.2.6 Hosting and Platform

- a) Shall provide website analytics and report capabilities using Google Analytics
- b) Shall provide ability to customize content and design
- c) Shall provide the ability to add components or plug-ins developed by Commission staff
- d) Consultant shall provide documentation, training, and surrender of application architecture, workflows, templates, source code, and software licenses purchased by the Commission
- e) Consultant shall work with Commission's Airport IT Systems Coordinator to configure website monitoring and statistics to properly report, alert, and provide a knowledge base of common support issues/resolutions
- f) Site will be hosted on GoDaddy and will utilize HTTPS.
- g) The software installation process must be fully documented, and have the ability to be reinstalled from scratch if necessary.

1.2.7 Security and Privacy Requirements

- a) All login web forms must occur on a secured (HTTPS) webpage. This form cannot originate from a non-secured page and post or redirect to a secured page
- b) Security solution that includes user lockouts/cooldowns, IP blocking manually and automatically, achieved either as a plug-in or integrated solution
- c) User names and passwords may not be hardcoded anywhere in the website
- d) All user names red in configuration files or databases must be encrypted using industry best practices
- e) A method must exist to prevent e-mail address harvesting from spammers
- f) Provide information about what types of protections are present in the CMS to prevent attacks from these common vectors:
 - i. Remote/local file includes
 - ii. Cross-site scripting (XSS) and cross-site request forgery (XSRF)
 - iii. Brute force login attempts
 - iv. SQL injection
 - v. Command execution
 - vi. Full path disclosure
 - vii. Directory traversal
 - viii. Remote file disclosure
- g) Schedule scans for malicious content and outdated plug-ins or other known vulnerabilities

- h) If any security issues or bugs are discovered, identify the process to address them
- i) Identify the process of notification for potential issue or bugs with the CMS and the process of applying patches to the CMS or plug-ins

1.2.8 Technical Support

- a) Consultant shall provide options for technical support for six (6) month and twelve (12) month increments
- b) Consultant shall provide administrator, editor, and content manager training
- c) Consultant shall provide written user manuals (electronic and/or paper) for easy reference
- d) Consultant is allowed to perform task remotely, but shall have the availability to meet onsite as needed for meetings or training purposes

1.3 The Commission reserves the right to make changes to the Scope of Services to be provided, which are within the Project. No changes to the Scope of Services shall be valid, unless agreed to by both the Commission and the Company and documented as an amendment to this Agreement. The Company shall not commence or perform any Services outside the Scope of Services or change the Scope of Services until authorized in writing by the Airport Director.

2. TERM

2.1 The initial term of the Agreement shall commence on the date the Commission executes the Agreement and shall terminate at the end on the selected technical support term.

2.2 The initial website redesign services shall be substantially complete as agreed upon by the parties based on approved project schedule from the start of the Agreement. A copy of the website will be provided to the Consultant to ensure that the services are completed within the time frame.

2.3 Upon the expiration or other termination of this Agreement, the Company's right to provide the services and privileges herein granted shall cease, and the Company shall forthwith upon such expiration or termination cease providing the same.

3. COMPENSATION FOR SERVICES

3.1 Company shall be compensated according to the following milestones established for the project below. As a matter of practice, the Commission attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the Commission, the Company may file a claim for fifteen percent (15%) annual rate on amounts not paid after the 60th day.

4. BILLING

4.1 Company shall submit monthly invoices for services rendered. The invoice will be based upon Company's costs incurred at the time of the billing, corresponding to the percentage of the total costs, which have been incurred at the time of billing.

5. OWNERSHIP OF DATA

5.1 Ownership

All documents and other materials prepared by the Company in connection with this project are the Commission's sole property in which the Company has no proprietary or other rights or interests. All reports, documents, information, and any materials furnished to the Company by the Commission shall remain the sole property of the Commission. Nothing written in this paragraph, however, will be interpreted to forbid the Company from retaining a single copy of information for its files.

5.2 Confidentiality

Any individual subcontracted or employed by the Company with authorized access to personnel information documents, if any, is given access to use any personnel

information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

5.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Company and/or its Subconsultants choose to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the Contract, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

5.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Company and its Subconsultants, if any, shall maintain all accounting records and other documentation generated in providing the Services under the Contract.

The Commission or any duly authorized representative of the Commission shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the Commission or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Company for maintaining this information and allowing the herein described access.

6. AUDIT AND INSPECTION OF RECORDS

- 6.1 Company shall permit the authorized representatives of Commission, after reasonable notice, to inspect and audit all data and records of Company related to carrying out this Contract for a period up to three years after completion of the Contract.

7. INDEPENDENT Company

- 7.1 Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Commission or its successors or assigns and Company or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Company is at all times acting and performing as an independent Company, duly authorized to perform the acts required of it hereunder.

8. TERMINATION

8.1 Termination of Contract for Convenience

The Commission may terminate the Contract at any time by giving written notice to the Company of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Company under this Contract shall, at the option of the Commission, become its property. If the Contract is terminated by the Commission as provided herein, the Company shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The Commission will not be subject to any termination fees from the Company.

8.2 Default and Termination for Cause

If through any cause, the Company shall fail to fulfill in a timely and proper manner its obligations or if the Company shall violate any of the terms or conditions of this Contract, the Commission shall thereupon have the right to terminate the Contract by giving written notice to the Company of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all

completed Services, documents, and delivered materials shall, at the option of the Commission, become its property, and the Company shall be entitled to receive compensation for any satisfactory Services completed, and delivered materials. Notwithstanding the above, the Company shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the Contract by the Company and the Commission may withhold any payments to the Company for the purpose of set off until such time as the exact amount of damages due the Commission are determined.

8.3 Termination Notices

If Company fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, Commission shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Company promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the Commission will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Company for use in completing the Contract.

9 COMMISSION'S RIGHT TO WITHHOLD

9.1 Notwithstanding any other provision of this Contract and without prejudice to any of Commission's other rights or remedies, the Commission shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Commission for any actual or prospective loss due to:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Company;
- b) Damage for which Company is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcompanys or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Company to complete the Services;
- g) Failure of Company to properly complete or document any pay request or invoice;
- h) Any other failure of Company to perform any of its obligations under this Contract;
or
- i) The cost to Commission, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Commission's remedies set forth in this Contract.

10 INDEMNITY

10.1 The Company agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Commission, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Company, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

11 INSURANCE

11.1 Company, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from Company's obligations and activities.

1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all the Company's employees carrying out the work involved in this agreement.
2. General Liability Insurance with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Company or its employees carrying out the work involved in this agreement.
3. Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all work performed by the Company, its employees, subcompanys, or independent Companys. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Company continuing to furnish the Commission certificates of insurance.

Subconsultants: In the case of any work sublet, the Company shall require subconsultants and independent Companys working under the direction of either the Company or a subconsultant to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the Company.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The Company shall be responsible for deductibles and self-insured retentions in the Company's insurance policies.

Additional Insured: The Commission, its officers and employees shall be named as additional insureds on the Company's, subconsultant's, and independent company's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The minimum liability limits required by the COMMISSION are \$1,000,000. This must be occurrence form liability coverage.
2. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.
3. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to E.Paul@eiaairport.org, faxed to 319-362-1670, mailed, or delivered. List on the certificate the agreement name covered by the certificate of insurance. Proposal Name: Company Website Redesign Services
4. During the term of the Agreement, Company shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

12 AFFIRMATIVE ACTION

- 12.1 The Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

13 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

13.1 In the performance of work under this Contract, Company shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Company will post in conspicuous places, available for employees and applicants for employment, notices to be provided by Commission, setting forth the provisions of the non-discriminatory clause.

Company agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Company's work force, where these groups may have been previously underutilized and underrepresented. Company also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by Airport, Company shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Company, further violations of this section are committed during the term of the Contract, Airport may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Company for use in completing the Contract, or it may permit Company to complete the Contract, but, in either event, Company shall be ineligible to bid on any future contracts let by Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year written below.

COMPANY

CEDAR RAPIDS AIRPORT COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____