

DELAWARE RIVER AND BAY AUTHORITY

CONTRACT DOCUMENTS

FOR

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

November 2025

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

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DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

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REQUEST FOR PROPOSALS

November 6, 2025

The Delaware River and Bay Authority (the “DRBA” or the “Authority”) hereby requests proposals from all qualified firms (“Proposers”) that wish to compete for a contract to redesign and rebuild a series of organizational websites in a two-phase project. The first phase of services will focus on converting the Authority’s five airport websites—beginning with FlyILG.com—from Drupal to WordPress using the Elementor page builder. The second phase of services will focus on transitioning DRBA.net to WordPress/Elementor, following an SEO-informed site structure. The selected Proposer will be expected to deliver modern, secure, user-friendly, and brand-aligned websites that enhance the DRBA’s digital presence, improve functionality, and allow non-technical staff to manage and maintain site content efficiently.

Contract Documents are available via CapEx Manager, the DRBA’s online project management system (“CapEx”). A link to CapEx is available at www.drba.net by following the tab labeled “Procurement”, then the link labeled “See Open Projects”. Organizations must be registered as a DRBA vendor and must subscribe to this project in CapEx in order to be eligible to submit a Proposal.

ELECTRONIC PROPOSAL SUBMISSION VIA CAPEX IS MANDATORY. To be eligible for consideration, Proposals must be submitted to the DRBA electronically via CapEx by 11:00 a.m., local time, December 15, 2025.

All questions regarding the RFP must be submitted to the Authority in writing via CapEx. All questions must be received by 11:00 a.m. local time no less than six (6) business days prior to the due date for Proposals. Answers to all valid questions received will be subsequently included in Contract Addenda available to project subscribers via CapEx.

DELAWARE RIVER AND BAY AUTHORITY

By: M. Earl Ransome, Chairman
Joel V. Coppadge, Executive Director

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

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SECTION I: INTRODUCTION

1.1 Project Objectives

The overarching objectives of this Project include the following:

- Unifying DRBA web properties on a secure, scalable WordPress platform using the Elementor page builder.
- Enhancing usability, accessibility, and responsiveness across devices.
- Implementing best-in-class SEO and analytics tools.
- Ensuring full ADA/Section 508 accessibility compliance.
- Providing a cohesive, brand-aligned design across all sites while maintaining each property's unique identity.
- Equipping DRBA staff with the ability to manage and update content independently.
- Access to headers on all pages for management of scripts, GA4, and other needs that may arise, which will be independent of developer involvement.
- Regarding Accessibility and ADA Compliance: All websites developed under this RFP must meet the highest standards of accessibility and inclusiveness. The Consultant is required to deliver fully accessible digital experience in 100% compliance with WCAG 2.2 Level AAA, WAI-ARIA 1.2 Authoring Practices, and all applicable ADA and Section 508 requirements. Accessibility compliance must be verified through automated and manual testing, with documented conformance reports and user validation. The Consultant assumes full responsibility for maintaining accessibility throughout design, development, and post-launch, including remediation at no additional cost if noncompliance is identified. Deliverables must include accessibility audit reports, conformance documentation, training materials, and a maintenance plan ensuring ongoing adherence to these standards. The completed websites must meet SiteImprove standards for Level AAA at 100%. The DRBA uses SiteImprove to monitor all web properties.

1.2 General Conditions

Proposals received after said time or at any place other than the time and place as stated in this RFP will not be considered. The DRBA reserves the right to reject any and all Proposals, to waive any minor technicalities or irregularities, to request and obtain supplementary information as may be necessary for DRBA staff to analyze the Proposal and/or to award specific portions of the Agreement to more than one firm if deemed in the best interest of the Authority.

Participation in the DRBA's public RFP process implies understanding of the following: 1) The RFP is a vehicle to exchange information between the DRBA and the public, not an agreement or a contract on the part of the DRBA; 2) Participation in the RFP process is voluntary and in no way obligates the DRBA to purchase products or services from any firm today or in the future; 3) When/if a firm has been selected to provide the Services, that firm's Proposal will be incorporated into the Service Agreement to be executed between the Consultant and the DRBA.

The provisions of DRBA Resolution No. 24-17, Part 5, which dictates the Authority's policies when soliciting for services via public competitive proposals, govern the procedures for this procurement. See Section 5 herein for information regarding the Proposal evaluation process.

1.3 Organizational Background

The [Delaware River and Bay Authority](#) was created as a body politic and an agency of government of the States of Delaware and New Jersey through a bi-state Compact in 1962. The DRBA is responsible for maintaining and operating a variety of properties, including the Delaware Memorial Bridge, five regional airports, and the Cape May-Lewes Ferry. The Authority is authorized to plan, finance, develop, construct, purchase, lease, maintain, improve, and operate crossings between Delaware and New Jersey. In addition, the Authority has similar powers concerning any transportation, terminal, or commerce facility in the State of Delaware or the New Jersey counties of Cape May, Cumberland, Gloucester, and Salem, which is required for the sound economic development of the area.

1.4 Notice: Standard Form of Agreement

The Service Agreement (the "Agreement") attached herein is the standard form of agreement approved for use by the DRBA and shall serve as a model of the contract governing the engagement for its entirety. It is the responsibility of the applicant to carefully review the terms and conditions contained in the Authority standard form of Agreement before submitting a Proposal. The selected Consultant will be expected to enter into the DRBA's Service Agreement without material modification.

Proposed revisions to the Authority's form of Agreement, if any, must be detailed in the final section of the applicant's submission and must be clearly labeled "*Proposed Revisions*". Submission of a Proposal without clearly noting a proposed exception or revision will be considered a waiver of the same. If applicable, see **Section 3** herein for instructions on requesting revisions.

1.5 Required Insurance Coverage

PLEASE REVIEW OUR INSURANCE REQUIREMENTS WITH YOUR INSURANCE PROVIDER BEFORE YOU SUBMIT A PROPOSAL.

Article 9 of the Service Agreement details the minimum insurance coverages that the awarded Proposer will be required to provide evidence of meeting prior to final execution

of the Agreement.

1.6 Questions and Clarifications

All non-administrative questions relating to this solicitation or any of the associated Contract Documents must be submitted to the DRBA in writing, via CapEx, and must be received by 11:00 a.m., local time, no less than six (6) business days prior to the due date for Proposals. Non-administrative questions will not be accepted or answered in any other format. Inquiries or questions must be received within six (6) business days prior to the due date for proposals, or they *will not* be considered.

All subscribed firms will receive clear and consistent information regarding this RFP. In the event that it becomes necessary for the Authority to revise, modify, clarify, or otherwise alter this RFP, including the Authority's responses to non-administrative questions and/or requests for clarification, such modification(s) will be included in Contract Addenda and issued to all firms who have subscribed to the RFP via CapEx.

1.7 Tentative Project Schedule/Milestones

Proposals Due	December 15, 2025
DRBA Board Award/Rejection	February 18, 2026
Service Agreement Fully Executed	March 13, 2026
Phase 1 Initiation (Airport Sites)	April 2026
Phase 1 Complete - Launch (All Airport Sites Live) by	December 31, 2026
Phase 2 Initiation (DRBA.net)	Q1 2027
Phase 2 Complete - Launch by	December 31, 2027

SECTION II: SCOPE OF SERVICES

2.1 Overview

The Authority operates and maintains critical regional transportation and economic assets including:

- The Delaware Memorial Bridge Twin Span;
- The Cape May–Lewes Ferry;
- Five regional airports, including Wilmington Airport ILG with Commercial Air service;
- The Three Forts Ferry; and
- Veterans Memorial Park

The DRBA currently maintains multiple websites, most originally developed on the Drupal content management system. None of our websites have Ecommerce or transactions completed on the sites. Following the anticipated completion of CMLF.com, which is being rebuilt in WordPress using the Elementor page builder, the Authority intends to continue standardizing all remaining sites on the same platform for consistency, security, and ease

of content management.

All sites should have the necessary and secure plug-ins identified in the scope of services with costs associated included. Yoast has already been identified for use, as has Smush for image compression. MC4WP has been selected for integration with Mailchimp. Members Plug-in have been selected for user management. The proposal must name the exact plugin to be used for its cost for any additional plug-ins to be used.

All sites should allow direct access and editing of headers (HTML Head Tag) by an Administrator (Super) at the DRBA to allow for the addition of code as needed without the support of the development team.

In the development of CMLF.com on Elementor, many custom components have been created by our vendor and may be used on the new sites if needed.

The DRBA owns and maintains our own websites and manages all DNS internally with occasional assistance of our development team as part of the standard Maintenance & Services contracts which should include SSL updates.

The Consultant shall deliver the Services in Two Phases:

Phase 1 – 2026

- Migration of five DRBA Airport websites, beginning with FlyILG.com, from Drupal to WordPress using the Elementor page builder.
- The Airport sites are:
 - Wilmington Airport (ILG) <https://www.flyilg.com/>
 - Delaware Airpark (33N) <http://delawareairpark.com/>
 - Civil Air Terminal (CAT) <https://www.catatdover.com/>
 - Millville Executive Airport (MIV) <https://www.millvilleairport.com/>
 - Cape May Airport (WWD) <https://www.capemayairport.com/>
- FlyILG.com was moved to Drupal in 2023 from WordPress (Bakery). FlyILG.com is primarily consumer-facing but also provides information on General Aviation services, the airport tenants and airline partners.
- The site structure for FlyILG.com has been defined through a sitemap. See **Attachment B**.
- The project will include design, development, content migration, SEO setup (as defined by Alphametic (DRBA SEO Consultant) and the DRBA, and GA4, or whatever the current Google Analytics is at the time of site development and delivery, integration.
- FlyILG and all airport websites shall be developed in WordPress with Elementor and run exclusively on our hosting provider, Pantheon.
- ***Phase 1 is required to be completed by December 31, 2026.***

Phase 2 – 2027

- Migration of DRBA.net from Drupal to WordPress using the Elementor page builder. Followed by the Delaware Memorial Bridge Website, Veterans Memorial Park Website, and a basic website for the DRBA Police Department which internal stakeholders will complete.
- The DRBA Websites which are live now are:
 - Delaware River and Bay Authority <https://www.drba.net/>
 - Delaware Memorial Bridge <https://www.delawarememorialbridge.com/>
 - Veterans Memorial Park <https://www.veteransmemorialpark.us/>
- The new site structure will be developed in collaboration with the DRBA's SEO consultant prior to project start. The DRBA Consultant for SEO will provide any changes to the existing site structure and map, if needed. Final product should match the consultant's recommendations unless UX supersedes SEO needs, or in the event of an impact to Accessibility.
- The site will serve as the DRBA's primary corporate and informational hub, linking to other DRBA properties and operations.
- The current DRBA layout and UX are satisfactory; however, proposed updates to function are desired, as well as considerations for FOIA requests and meeting minutes organization.
- *Phase 2 completion is expected by December 31, 2027.*

2.2 Services Required

Discovery & Planning:

- a. Review of existing Drupal sites, assets, and consultant-provided sitemaps.
- b. Development of detailed project timelines and milestones for each phase.
- c. Technical audit of current websites, recommendations for plugins, and integrations for new websites.

Design & User Experience:

- a. Creation of mobile-first, visually appealing website layouts using the Elementor page builder.
- b. Alignment with DRBA branding standards and digital accessibility guidelines.
- c. Incorporation of intuitive navigation and content hierarchies.
- d. Easy Search of all content, especially for DRBA.net

Development & Migration:

- a. Full migration of content, media, and metadata from Drupal to WordPress, including tags, categories and other taxonomy as indicated by existing Drupal sites.
- b. Implementation of SEO best practices (title tags, meta descriptions, schema) via Yoast Premium.
- c. Integration of Google Analytics and tracking pixels as directed by DRBA.
- d. Testing for performance, browser compatibility, and accessibility.
- e. Load and security testing prior to launch.
- f. Develop and implement a comprehensive 301 redirect map for all legacy Drupal URLs.

Training & Documentation:

- a. Training for at least three (3) DRBA staff on WordPress CMS and Elementor.

- b. Delivery of user documentation and maintenance guidance. Updates should be provided as needed; delivery should be within 30 days of each site launch.

Post-Launch Support:

- a. Provide ninety (90) days of post-launch monitoring and technical support.
- b. Offer optional ongoing maintenance as an add-on.

2.3 Project Deliverables

- 1. Fully functional WordPress/Elementor websites for each DRBA property listed in Phase 1 and Phase 2.
- 2. Transfer of all design files, source code, and administrative access credentials to DRBA, as well as transfer of ownership of the same.
- 3. Training materials and documentation.
- 4. SEO and analytics configuration.
- 5. Completion report for each project phase.

SECTION III: THE PROPOSAL

3.1 Required Elements

The Proposal should provide a concise description of the Proposer's intended approach to providing all services listed in the Scope of Services contained in this RFP. It should serve to adequately demonstrate the qualifications, expertise, competence and capability of the firm, as well as identify the specific personnel who will be assigned to and remain committed to this engagement throughout its duration. Proposals submitted with missing elements will be evaluated accordingly. In order for the DRBA to be able to adequately compare and evaluate proposals, all proposals must be submitted in accordance with the format detailed below:

- a. **Title Page/Cover Letter.** The Proposal may be addressed to the following:

*Delaware River and Bay Authority
M. Earl Ransome, Chairman
Joel V. Coppadge, Executive Director
P.O. Box 71
New Castle, DE 19720*

- b. The Proposal must state that it will remain valid for a period of one hundred twenty (120) days, at a minimum, from the due date specified for receipt of proposals.
- c. **Table of Contents.** The Proposal should include a Table of Contents which follows the format of the RFP and identifies the material included by section and/or by page number.
- d. **Company Profile**

- Provide Company name, ownership structure, headquarters location, website, and size.
- Provide primary contact name, title, phone number, and email address.

e. **Qualifications and Experience**

- Provide an overview of relevant capabilities and core competencies.
- Description of team members assigned to the project, including bios and roles.
- Examples of comparable projects, especially those involving WordPress + Elementor implementations.
- Case studies or references from prior government, transportation, or airport clients.

f. **Technical Approach**

- Methodology for planning, design, development, and testing.
- Security, accessibility, and performance assurance processes. Proposal must include specific details for delivery of security protocols for defense of a brute force attack or any denial of service, or future potential events of unknown origin at the time of the release of this RFP.
- Migration strategy for Drupal to WordPress.

g. **Project Management & Timeline**

- Proposed schedule and milestone plan for both phases.
- Staffing plan and communication approach.

h. **Cost Proposal**

- Detailed pricing by phase and deliverable.
- Itemization of optional ongoing services (hosting, maintenance).
- Proposed Pricing must remain valid for a period of 120 days, at a minimum, from the proposal date.

i. **Proposed Revisions to the Contract Terms and Conditions**

The final section of the Proposal shall include a section clearly labeled “*Proposed Revisions*”. If the Consultant has no proposed exceptions or revisions, this final section shall indicate “None”. **Failure to include this section shall serve to indicate that the applicant firm accepts all terms and conditions as specified in the Service Agreement and all other parts of the Contract Documents.**

For each specific revision proposed, the Proposer must clearly:

- Specify the term or condition in question; and
- Propose the revision to the term or condition; and

- Provide a reasonable basis for the proposed revision; and
- Provide any other information concerning the proposed revision.

Note that, if applicable, the “*Proposed Revisions*” section of the Proposal is understood to be pre-decisional and deliberative in nature, and the inclusion of such section within the final executable version of the Contract Documents shall not modify any portion of Service Agreement CS-25-05. Only those modifications that have been incorporated into the final executed version of the Service Agreement, or otherwise directed by addendum, shall be binding.

Submission of a Proposal without clearly noting a proposed revision will be considered a waiver of the same. Consequent to the foregoing, at any other time during the procurement process, any request for exceptions or revisions to the Authority’s terms and conditions will be disregarded.

SECTION IV: CONTACT INFO & SUBMITTAL INSTRUCTIONS

4.1 DRBA Contact Information

For general administrative questions related to this RFP or to report technical issues with CapEx, please contact Caroline Walker, DRBA Contract Administrator at 302-571-6414 or Caroline.Walker@drba.net

All non-administrative questions relating to this project or any of the associated Contract Documents must be submitted to the DRBA in writing, via CapEx and must be received by 11:00 a.m., local time, no less than six (6) business days prior to Proposal due date. Non-administrative questions will not be accepted or answered in any other format. Inquiries or questions received beginning six (6) business days prior to the Proposal due date *will not* be considered or answered. Answers to valid questions will be issued to respondents via CapEx.

Prior to the award of a contract, respondents should not communicate with any DRBA department or employee to discuss the subject matter of this RFP except as described above. In addition, no communications should be initiated by a respondent to any (non-Procurement Department) DRBA personnel involved in evaluating or considering the proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

4.2 Submittal Instructions

ELECTRONIC PROPOSAL SUBMISSION VIA CAPEX IS MANDATORY.

Proposals are due at 11:00 a.m., local time, December 15, 2025. Proposers must be registered as a vendor in CapEx and must ‘Subscribe’ to this project via CapEx in order to be eligible to submit a Proposal. If a Proposer has the ability to submit on behalf of more than one company name, the company that actually submits the Proposal must be registered

as a vendor in CapEx. Responses submitted by an unregistered or unsubscribed firm will be disqualified. **E-mailed responses will not be accepted.**

For detailed instructions, please see **Appendix 1 - How to Submit a Proposal via CapEx.**

SECTION V: EVALUATION PROCESS

5.1 Evaluation Process

Each Proposal will first be evaluated for comprehensiveness and compliance with the DRBA's instructions. This is a pass-or-fail judgement regarding the responsiveness of each individual Proposal received. A determination of "pass" shall not be binding upon the Authority or on the applicant's submission.

The DRBA reserves the sole discretion to determine that a Proposal is unacceptable for any of the following reasons: (i) the applicant is determined to be non-responsive or non-responsible, (ii) the proposed fees or costs are unreasonable or not competitive, or (iii) the Proposal is otherwise not advantageous to the Authority. If the Authority determines that an applicant's proposal is unacceptable, it will reject the Proposal and notify the applicant of the rejection in writing. After rejection of a Proposal, the applicant will not be afforded an opportunity to amend, modify, or supplement the Proposal and no further consideration will be given to that Proposal.

Next, each responsive Proposal will be evaluated and ranked in accordance with the preliminary evaluation criteria below.

5.2 Preliminary Evaluation Criteria and Ranking

The following criteria (including the percentage weight assigned to each) will be used in evaluating the relative merit of the Proposals under consideration.

- a. **Firm Experience and Qualifications, including a live portfolio of reference website work (25%)**
- b. **Technical Approach and Methodology (30%)**
- c. **Design and User Experience Capabilities (20%)**
- d. **Project Management and Schedule (15%)**
- e. **Project Cost (10%)**

Using the above criteria, the Authority will determine those Proposals most likely to be selected for award and create a "short-list" based on the preliminary ranking.

5.3 Interview (as applicable)

Should the Authority determine that interviews are necessary to determine a final ranked order of Proposers, or for any other reason, one or more Proposers may be invited to attend an interview with the Authority to discuss the Proposer's qualifications, their ability to

furnish the required service(s), their approach to the project, or for any other reason. In no event shall an applicant be automatically entitled to participate in the interview process.

In the event oral interviews are required, each short-listed Proposer will be contacted and given advance notice of the exact time of their scheduled interview with the Authority. **Note:** Interviews are typically held virtually via Microsoft TEAMS.

During the oral interview, each short-listed firm will be given up to sixty (60) minutes to deliver further clarification of the firm's capabilities and experience and to present their plan to provide the services to the DRBA. Firms should plan to discuss similar engagements performed, highlight their capabilities and qualifications, discuss their approach to delivering the services, etc. **Key personnel that the firm has proposed to provide services to the DRBA will be expected to take the lead in presenting and answering questions.**

The Authority, in its sole discretion, may prepare questions for any or all of the short-listed Proposers and may ask questions throughout the interview.

All materials presented or submitted will become property of the DRBA after the interview is completed. Proposers will be responsible for any costs associated with the interview process.

5.4 Final Evaluation and Ranking

Following the short-list interviews (if so held), the Authority will re-evaluate each short-listed firm, taking into consideration the following final evaluation criteria (including the percentage weight assigned to each):

- a. **Firm Experience and Qualifications (25%)**
- b. **Technical Approach and Methodology (30%)**
- c. **Design and User Experience Capabilities (20%)**
- d. **Project Management and Schedule (15%)**
- e. **Project Cost (10%)**

The Authority shall have the right to negotiate with any individual applicant after proposals are opened. Disclosure of one Proposer's pricing or specific proposal details to another is not permitted.

The Authority reserves the right to request a Best and Final Offer at any time from any short-listed Respondent, if it deems such an approach necessary. In general, a Best and Final Offer would consist of an updated Cost Proposal, as well as any other specific modifications to the Proposal that may have been identified during the Authority's evaluation.

The Authority will attempt to negotiate a contract (which includes fair and reasonable costs for the services) in accordance with the final ranked list. If the Authority is unable to negotiate a contract that it deems satisfactory, discussion with that Proposer will be

formally terminated and the Authority will contact and attempt to reach an agreement with the firm ranked second on the final evaluation list. Continuing down the final evaluation list from highest-ranked to lowest, this process will continue as needed.

Any Proposal may be rejected by the Authority if, in the opinion of the Authority, it is not in the interest of the Authority to award the contract to such person or firm and, in addition, the Authority reserves the right to refuse to negotiate with all qualified persons or firms, to publicly announce the project again, to proceed to do the work by other means or to abandon the work if in the judgement of the Authority its best interest will be promoted thereby.

Note to Proposers: Below is the standard form of contract approved for use by the DRBA which shall serve as the model contract that the DRBA and the awarded Consultant will enter into. It is the Proposer's responsibility to review and, if necessary, propose revisions in accordance with the instructions in the RFP.

DELAWARE RIVER AND BAY AUTHORITY

SERVICE AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

This SERVICE AGREEMENT ("Agreement") is made by and between the DELAWARE RIVER AND BAY AUTHORITY, having an address of I-295 & New Castle Avenue, New Castle, Delaware 19720, a body politic and an agency for the State of Delaware and the State of New Jersey duly created by Compact (hereinafter, the "DRBA"), and [NAME OF WEBSITE CONSULTANT], a [state of incorporation] [type of business entity], having an address of [address of principal offices], (hereinafter the "Consultant").

RECITALS

- A. The DRBA was duly created pursuant to the Delaware-New Jersey Compact, 17 Del. C. § 1701 (the "Compact"); and
- B. The DRBA issued a Request for Proposals for Website Development Services, dated **xxxxx** (the "RFP"); and
- C. In response to such RFP, the Consultant submitted a Proposal (attached hereto as **Schedule 1**), dated **xxxxx** (the "Proposal"); and
- D. This Agreement shall consist of the following documents, each of which is incorporated herein and made a part of this Agreement. In the event of a conflict of interpretation in the documents comprising this Agreement, the order of precedence shall be as follows:
 - (a) This document titled "Service Agreement No. CS-25-05 – Website Development Services"; and
 - (b) The Proposal (attached hereto as **Schedule 1**).
- E. The DRBA desires to engage the Consultant to develop, create, test, and deliver Website Development Services under the terms and conditions of this Agreement.

Now, in consideration of the forgoing Recitals, the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

1. Agreement to Provide Services.

(a) Scope of Work. The DRBA hereby engages the Consultant, and the Consultant hereby agrees, to perform all services necessary and appropriate to provide the Website Development services in accordance with the Proposal, attached hereto as **Schedule 1**, which is incorporated hereby and made a part hereof (all such services collectively, the “Services”). The Services shall meet all of the specifications as may be set forth in the RFP and shall include the services, information and written materials described with respect to this engagement contained in the Consultant’s Proposal together with all Deliverables as described in Article III. The Consultant agrees to perform its obligations hereunder on a timely and economically efficient basis.

(b) Schedule. The “Schedule” for the development of the Services and Deliverables shall be in accordance with the Proposal, which is attached hereto as **Schedule 1**. Any Services or Deliverables for which times for performance are not specified in the Proposal shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant by the DRBA

(c) Design. The Services shall be in substantial conformity with the material provided within the Proposal. The Consultant shall develop the DRBA’s website to project the highest professional image. The Consultant shall not include text, graphics, sound, or animations that might be viewed as unprofessional, offensive or related in any way to any illegal activities; links to other sites that might be viewed as unprofessional, offensive or related in any illegal activities; text that is present only when a “webcrawler” or other web indexing tool accesses the DRBA website; any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

(d) Accessibility of DRBA Websites During the Performance of Services. Throughout the performance of the Services, all DRBA websites shall be accessible to the public. Until the DRBA has approved of the final delivery, none of the Services shall be accessible to the public.

(e) Changes. Any modification to this Agreement shall be by formal written amendment executed on behalf of the DRBA by the Executive Director or his designee and by an authorized representative of the Consultant.

ARTICLE II

2. Fees.

(a) Fees for Services. The Consultant shall be compensated for the Services as set forth in the Proposal, and total compensation shall not exceed XXXXXX dollars (\$XXXXX.XX) (the “Development Fee”). The Development Fee covers all work of whatever nature to

deliver the Services contemplated in this Agreement. The Consultant shall receive no other commissions, fees or other compensation. The Consultant shall maintain transparency with the DRBA and shall comply with all applicable state and/or federal laws and regulations regarding disclosure and acceptance of compensation.

(b) Expenses. The Development Fee as set forth above shall be inclusive of all expenses. Except as expressly agreed otherwise in writing by the DRBA, the Consultant shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, workspaces, utilities, management, clerical and reproduction services, travel, supplies, and the like.

(c) Payments. Upon execution of this Agreement, after issuing to the Consultant written authorization to proceed with the Services, the DRBA will forward to the Consultant an initial payment of twenty-five percent (25%) of the total Development Fee. Throughout the Consultant's delivery of the Services, the DRBA, in its sole discretion, will deliver to the Consultant any number of progress payments, the sum of which shall not exceed fifty percent (50%) of the Development Fee. For final payment, the DRBA will forward to the Consultant a payment of twenty-five percent (25%) of the total Development Fee when the Services have been fully completed and all Deliverables delivered, and, in each case, accepted by the DRBA.

ARTICLE III

3. Delivery.

Delivery of Services. The Consultant shall, at its own expense, provide for all Services as described in the RFP, the Proposal and this Agreement. Upon DRBA approval of the final delivery of the Services, or upon termination of this Agreement, whichever occurs earlier, the Consultant shall deliver to the DRBA all codes, documentation, reports and other materials developed by the Consultant in the course of its performance of the Services under this Agreement, and any other items reasonably necessary for the operation of the DRBA websites (other than third party operating system software, third party networking software, web browsers and hardware) and all changes and enhancements thereto (the "Deliverables"). Documentation shall be delivered in printed format and in electronic format. The Consultant shall maintain back-ups and one set of the final materials delivered to the DRBA for a period of (1) one year after DRBA's final approval of all Services. If this Agreement is terminated prior to final approval, or at the expiration of the aforesaid one (1) year period, the Consultant shall destroy all of its copies of the DRBA's websites (including all back-ups thereof) and "wipe" all files constituting final or working copies of the DRBA's websites (other than the final copy hosted on the Consultant's web server and one backup copy thereof) from the Consultant's computers and back-up materials unless otherwise directed in writing by the DRBA.

ARTICLE IV

4. Term.

(a) Effective Date. The term of this Agreement shall begin on the date signed by the Executive Director of the Authority, as shown on the signature page (“Effective Date”).

(b) Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in force until the Authority has issued to the Consultant written acceptance of all Services as described in the RFP and the Proposal and this Agreement, unless otherwise terminated as provided herein.

ARTICLE V

5. Representations and Warranties of the Consultant.

The Consultant hereby represents and warrants to the DRBA as follows:

(a) Organization and Corporate Power. The Consultant is a legal business entity duly formed, validly existing and in good standing under the laws of the State of State and is duly qualified or registered to do business in the State of Delaware and the State of New Jersey, as applicable, and to provide the Services it is to provide hereunder. The Consultant has all required corporate power and authority to carry on its business as presently conducted, to enter into and perform this Agreement, and the agreement contemplated hereby, to which it is a party.

(b) Binding Agreement. This Agreement constitutes the legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action of the Consultant. The execution, delivery and performance of this Agreement and all Agreements, documents and instruments executed and delivered by the Consultant pursuant hereto and in the performance of the transactions contemplated by this Agreement and such other Agreements, documents and instruments, do not and will not violate, conflict with or result in a violation of, or constitute a default under any provision of any law, regulation or rule, of any board or governmental agency applicable to the Consultant.

(c) Warranty. The Consultant represents and warrants that: (i) it possesses the expertise, capability, equipment and personnel to perform properly and professionally the Services hereunder in full conformity with the Proposal; (ii) it is and will remain properly and legally licensed to perform such Services throughout the duration of this Agreement; (iii) it shall at all times in the performance of such Services comply with all applicable laws, ordinances, regulations and rules of professional conduct/responsibility; (iv) there are no relevant facts or circumstances which could give rise to a conflict of interest under this Agreement and Consultant will immediately notify the DRBA of any facts or circumstances which may subsequently occur which could cause or give rise to a conflict of interest under this Agreement; which conflict of interest shall constitute cause for termination of this Agreement by the DRBA in its sole and absolute discretion; (v) all Deliverables provided to the DRBA will be Consultant’s original work or that Consultant will have acquired all rights or Licenses therein to grant to DRBA full and unrestricted

rights therein in accordance with this Agreement and the Proposal; and (vi) all Services will be carried out in a diligent, prompt and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services consistent with best industry standards. The Consultant shall immediately notify the DRBA of any conduct on such Consultant's part which may be in violation of any laws or regulations which govern the Consultant's performance hereunder. The Consultant will perform all Services hereunder in accordance with best recognized professional standards. Consultant acknowledges that it is responsible for the accuracy, reliability, completeness and timeliness of the Services and Deliverables.

(d) Conformity, Performance, and Compliance. Consultant represents and warrants that: (i) all Services will be performed and all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill free of errors or bugs; (ii) all Deliverables will comply with and/or function in conformance with the specifications and descriptions set forth in this Agreement and the Proposal. Consultant will remedy any Services or Deliverables that do not meet this warranty within a reasonable period of time, free of charge to the DRBA. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of the Consultant.

ARTICLE VI

6. Covenants and Agreements of the Consultant as to Ownership of Rights and Confidentiality.

(a) Ownership of Work Product. All work product and elements of all Deliverables (included but not limited to all graphic design and files, web content, data files, technology, scripts, programming, page designs and banners) prepared by the Consultant or anyone employed by the Consultant in connection with providing the Services and/or Deliverables (and all related electronic data) are and shall remain the sole and exclusive property of the DRBA without restriction or limitation upon their use. The Consultant shall provide copies (including reproducible copies) of any and all documentation and/or training materials necessary as part of the Content Management System ("CMS") training requirements under this Agreement. All elements of the delivered Services and Deliverables shall be exclusively owned by the DRBA and shall be considered works made for hire by the Consultant for the DRBA. Consultant shall not make any such work product or Deliverables available to any third party without the prior written approval of the DRBA. Except as specifically set forth below, the DRBA shall exclusively own all United States and international copyrights and all other intellectual property rights in the delivered Services and Deliverables.

(b) Vesting of Rights. With the sole exception of any Preexisting Works as identified in Section 6(c) hereof, the Consultant agrees to assign, and upon creation of each element of the Services automatically assigns, to the DRBA, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in each element of the Services. This assignment is undertaken in part as a contingency

against the possibility that any such element, by operation of law, may not be considered a work made for hire by the Consultant for the DRBA. From time-to-time upon the DRBA's request, the Consultant and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as the DRBA may request. The DRBA, and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Services delivered and any portion(s) thereof

(c) Preexisting Works. In the event that any portion of any of the Services or Deliverables delivered constitutes a preexisting work for which the Consultant cannot grant to the DRBA the rights set forth in paragraphs 6(a) and 6(b) above, the Consultant shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to the Consultant's or the DRBA's use of such preexisting work or the DRBA's exploitation of the Service as a derivative work thereof; and (4) the source of the Consultant's authority to employ the preexisting work in the preparation of the Services without additional consideration or payment by the DRBA to Consultant or any third party. The works set forth above will be referred to as "Preexisting Works". The only Preexisting Works that may be used in the construction of the Services and or Deliverables are those Preexisting Works specified in the Proposal and any Preexisting Works that may be approved in writing by the DRBA prior to their use.

(d) Proprietary Information. Excluding information that becomes known to the public at large through general and voluntary publication by the DRBA, the Consultant agrees that all information and other materials received by the Consultant from the DRBA (or others on behalf of the DRBA) in connection with this Agreement shall be accepted and treated as proprietary information that has a substantial commercial value to the DRBA, and that the Consultant will not use or disclose any such information in any manner except to the extent that such use or disclosure may be necessary for the performance of Services under this Agreement or may be legally required. Upon completion of the Services and obligations under this Agreement, or at any time upon the DRBA's request, the Consultant shall (at the DRBA's option) return to the DRBA or destroy all such information, except that the Consultant shall be entitled to retain a copy of such information to the extent (and for such period of time) as it may be legally required to do so.

(e) Confidentiality. The term "confidential information" as used herein means information and data relating to the DRBA's accounts and other usage of the Services, whether of a technical, security, operational or economic nature, supplied to or developed or obtained by the Consultant, in writing, orally, or by observation (and, without limitation, includes all materials and information referenced in Articles 6(a), 6(b) and 6(d) except information that becomes known to the public at large through general and voluntary publication by the DRBA. The Consultant agrees:

- (i) to make no use whatsoever of the confidential information except for the direct benefit of the DRBA in the implementation of this Agreement, and accordingly, without limiting the generality of the foregoing, not to use such confidential information in connection with any other work performed by

the Consultant either for itself or for any other person or entity;

- (ii) not to reveal any Confidential Information to third parties and, accordingly, without limiting the generality of the foregoing, not to supply any such information to any prospective customer or client of the Consultant except that the Consultant shall be entitled to disclose confidential information as may be required by law, provided that Consultant shall, to the extent that such notification is legally permissible, notify the DRBA of such compelled disclosure with as much advance notification as possible or as practicable under the circumstances;
- (iii) to keep all such confidential information strictly secret and confidential and to that end, without limiting the generality of the foregoing, to cause all written material relating to or containing such confidential information, including all reports and notes, and all copies, reproductions, reprints and translations, to be marked plainly to indicate the secret and confidential nature thereof and to prevent unauthorized use or reproduction;
- (iv) to take appropriate precautions in order that the secrecy of such confidential information is preserved among the Consultant's employees having access to any portion of such information, and to assume the responsibility that such employees will preserve the secrecy of such information with respect to third parties;
- (v) to return all written material of the type described within this Article 6(e) to the DRBA except that the Consultant shall be entitled to retain such materials to the extent required by this Agreement and by law; and
- (vi) not to maintain such confidential information in any database, electronic storage, or other electronic file unless absolutely necessary to the performance of Services hereunder.

(f) Publicity.

- (i) The DRBA specifically prohibits reproduction of any confidential information or work product developed hereunder by the Consultant for publicity or advertising or for any other purpose outside the scope of performance of this Agreement without the express written consent of the DRBA.
- (ii) The Consultant shall not release information on the Services or subject matter of this Agreement to the public without the express written consent of the DRBA.
- (iii) The Consultant shall not use the name or marks of the DRBA without express written authorization by the DRBA.

ARTICLE VII

7. **Default.** The Consultant shall be in default under this Agreement upon any breach by the Consultant of any representations, warranties, covenants or other terms of this Agreement.

ARTICLE VIII

8. **Remedies.**

- (a) If the Consultant is in default under this Agreement, the DRBA may terminate this Agreement and reject the Services. In addition to actual damages, the DRBA may recover any incidental or consequential damages suffered as a result of the Consultant's breach.
- (b) The Consultant expressly agrees that the remedy at law for any breach of the confidentiality provisions as set forth in Article VI of this Agreement will be inadequate and that upon breach thereof, the DRBA shall be entitled as a matter of right to injunctive relief in any court of competent jurisdiction to protect its rights and property and to enforce the specific performance of the Consultant's obligations under Article VI of this Agreement without the necessity of proving actual damage to the DRBA or the inadequacy of the legal remedy.
- (c) The rights conferred upon the DRBA by subsections (a) and (b) of this Article shall not be exclusive of any other rights or remedies which the DRBA may have at law, in equity or otherwise. The rights or remedies provided in and contemplated by this Agreement are cumulative and not exclusive of any other rights or remedies provided by applicable law.

ARTICLE IX

9. **Insurance Requirements.**

- (a) The Consultant shall carry the following insurance coverages:
- (i) Worker's Compensation and employers' liability insurance meeting statutory limits required by the laws of the state in which the work is taking place and under any other applicable state laws covering all persons employed or retained by them and providing services in connection with this Agreement and Employers' Liability limits to be \$1,000,000/\$1,000,000/\$1,000,000. There is to be a waiver of subrogation endorsement included in favor of the DRBA to the full extent permitted by law.
- (ii) Commercial general liability insurance on an occurrence form naming the Consultant as insured and the DRBA as an additional insured as their interests may appear relative to claims which arise from the Consultant's negligent acts or omissions in connection with the performance of this Agreement on a primary and non-contributory basis with any insurance carried by the DRBA with a limit of One

Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) products liability/completed operations aggregate and Two Million Dollars (\$2,000,000) general aggregate (applicable per project). Said policy shall include a waiver of subrogation in favor of the DRBA.

(iii) Auto liability covering all owned, non-owned and hired vehicles with a limit of not less than One Million Dollars (\$1,000,000) combined for bodily injury and property damage. Said policy shall include the DRBA as an additional insured as their interests may appear relative to claims which arise from the Consultant's negligent acts or omissions in connection with the performance of this Agreement on a primary and non-contributing basis with any insurance carried by the DRBA, and also a waiver of subrogation in favor of the DRBA.

(iv) Umbrella excess liability over the primary employers' liability, commercial general liability and auto liability with limits of at least One Million Dollars (\$1,000,000) following all terms and conditions of the primary policies as outlined above.

(v) Professional liability insurance with limit of liability in amounts not less than Five Million Dollars (\$5,000,000) with not more than a One Hundred Thousand Dollar (\$100,000) deductible, insuring the Consultant and its officers, directors, stockholders, members, employees, consultants and partners, and all other persons for whose acts they or any of them may be liable, against any and all liabilities arising out of, or in connection, the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of its professional responsibilities in providing the Services. If said insurance is written on a claims made form, and if there is a retro date, then the date must be prior to the inception date of any work under this Agreement; and that same retro date must be maintained unchanged during the term of this Agreement, and for at least three (3) years thereafter.

(vi) Cyber Liability Insurance. Consultant shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from: (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; (4) denial of service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; (5) loss of service for which the Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct

normal internet or network activities; and/or (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than Two Million Dollars (\$2,000,000) per claim. This insurance may also be covered through the professional liability insurance program.

(vii) Crime Insurance. Consultant shall provide the DRBA with evidence of a crime policy including a third party extension, Funds Transfer Fraud, Computer Fraud, Fraudulent Transfer and Fraudulent Impersonation and data theft, in the amount of not less than Five Million Dollars (\$5,000,000) with not more than a Fifty Thousand Dollars (\$50,000) deductible guaranteeing the fidelity of all persons employed by the Consultant or any person or firm they engage. The bond shall continue in force during the total time the Consultant is engaged by the DRBA, and the bond shall be kept in full force and effect for three (3) years after the completion of all work. Furthermore, this bond shall be endorsed to provide coverage for Social Engineering events where the Consultant has been tricked into taking actions and/or releasing or divulging information.

(viii) If any policy described above has a deductible or retention, the Consultant will not claim against the DRBA for any reimbursement, regardless of the cause of loss.

(ix) If the Consultant insures vehicles, mobile equipment or other property used in connection with this project, or has any time element insurance, those policies are all to have a waiver of subrogation in favor of the Authority. Any deductible on such policies shall be the responsibility of the Consultant, and will not be claimed against the Authority. If any such property is self-insured, the Consultant will not claim against the Authority for any loss or damage, regardless of cause.

(b) Proof of Insurance. All required insurance shall be maintained with insurance carriers licensed or approved to do business in the state within which the work occurs. All companies shall be rated by Best's at least A-VIII or subject to approval of the DRBA. Within ten (10) days following execution of this Agreement, the Consultant shall deposit with the DRBA certificates evidencing the required insurance coverage. Thereafter, renewal certificates of insurance shall be deposited with the DRBA not less than ten (10) days before the expiration dates of the related policies or upon renewal. The Consultant will provide the DRBA 30 days' written notice of cancellation of any required policy, and furnish replacement certificate prior to the end of the 30 day period.

(c) Duration of Insurance. The insurance policies required by this Article 9 shall be kept in full force and effect as follows:

(i) All insurance required under Articles 9(a)(i), 9(a)(ii), 9(a)(iii), 9(a)(iv) and 9(a)(vi) shall be kept in full force and effect during the performance of this Agreement and until the Consultant has fully performed all services hereunder; and

(ii) Professional Liability pursuant to Article 9(a)(v) and 9(a)(vii) hereof shall be kept in force during the performance of this Agreement and for three (3) years after the completion of all Services if on a claims made form (if on an occurrence form then the terms of Article 9(c)(i) shall apply thereto).

ARTICLE X

10. **Termination.**

(a) If the Consultant is in default under this Agreement, the DRBA: (i) may terminate this Agreement immediately for cause and reject the Services; and (ii) shall be entitled to all remedies set forth in Article 8 hereof. In the event of such termination, the DRBA shall have no further obligation to the Consultant other than for the payment for undisputed services rendered prior to the date of termination.

(b) The DRBA reserves the right to terminate this Agreement at any time and without cause upon serving the Consultant thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the DRBA's sole obligation to the Consultant shall be payment for undisputed services rendered prior to the date of termination.

(c) Upon termination of this Agreement, the Consultant will transfer to the DRBA in the manner, to the extent and at the time directed by the DRBA, all DRBA data and other confidential information, subject to the Consultant's rights to retain copies of such materials as set forth in Article VI and coordinate the transfer of Services to any successor provided in such manner as the DRBA may reasonably request.

ARTICLE XI

11. **Indemnification/ No Infringement**

(a) **Intellectual Property Indemnification.** Consultant represents and warrants that the Services and/or Deliverables will not infringe on any copyright, trademark, patent, trade secret, privacy, intellectual property or other proprietary rights of any third party. If the Consultant becomes aware of any such possible infringement in the course of performing any work hereunder, the Consultant shall immediately notify the DRBA in writing. Consultant agrees to defend, indemnify and hold free and harmless the DRBA, its agents, officers, representatives and employees from and against any and all liability for any and all claims by third parties that the Consultant's Services and/or the Deliverables infringe any intellectual property right, or misappropriates any trade secret.

(b) **General Indemnification.** The Consultant agrees to indemnify and hold harmless the DRBA, its Commissioners, officers, agents and employees, from and against any and all actions, claims, damages, losses, expenses and other associated costs (including, without limitation, fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of: (i) any breach by the Consultant of the terms of this Agreement (including, without limitation, any failure of

the Consultant to timely deliver the Services or Deliverables); and (ii) any negligent act, error or omission on the part of the Consultant or any partner, member, shareholder, officer, employee or agent of the Consultant in connection with the performance of its obligations hereunder. The indemnity obligation herein provided shall apply whether or not any such claim, damage, loss, expense or other cost is caused in part by the party indemnified hereunder and regardless of the negligence of such party.

ARTICLE XII

12. Claims; Limitations of Actions.

(a) Dispute Resolution Procedure. Except as and to the extent the DRBA may otherwise determine, in its sole discretion, all claims, disputes and other matters in question (collectively, a “dispute”) between the DRBA and the Consultant, including any dispute regarding the enforceability or the construction of any of the terms or provisions of this Agreement, or with respect to the rights, duties or obligations of any party hereunder or over the existence of a breach, actual or alleged, of this Agreement by any party arising out of or in any way relating to this Agreement or the performance or breach thereof regarding, then, the Parties shall endeavor in good faith to resolve such dispute by good faith negotiations. If, the DRBA and the Consultant are unable to reach such a resolution within a period of sixty (60) days after the dispute was advised by one party to the other, either party may submit the dispute to binding arbitration to be conducted in accordance with the Delaware Uniform Arbitration Act, 10 Del. C. §§ 5701 *et seq.* The other party to such dispute shall be obligated to participate therein. Each party shall pay its own costs and expenses (including the fees and disbursements of its attorneys, accountants, experts or other advisors) incurred in connection with any such arbitration, except that the fees and expenses of the arbitrator shall be shared equally by each party. Any award rendered in any such dispute resolution procedure shall be final and judgment may be entered upon it by a court of competent jurisdiction in accordance with applicable law.

(b) Obligations Continue During Dispute. If a claim, dispute or other matter in question (collectively, a “dispute”) shall arise under this Agreement in connection with payments to be made to the Consultant hereunder, or otherwise in connection with the performance or alleged non-performance by any party of its obligations hereunder, the Consultant shall continue during the pendency of such dispute to perform its obligations hereunder as if no dispute shall have arisen. Failure to so continue shall itself be an independent breach of this Agreement.

(c) Time Limitation on the Consultant’s Actions. No claim, action or proceeding shall lie or be maintained by the Consultant, its successors or assigns, nor anyone else claiming under or through the Consultant, against the DRBA (or any permitted assignee of the DRBA) upon any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action or proceeding shall be commenced within one (1) year after the termination of this Agreement. This Article 12(c) shall not be deemed or construed to modify any other provision hereof relating to waivers or releases of claims by the Consultant or to extend any period of limitations otherwise

provided by law.

(d) Acceptance of Final Payment. The acceptance by the Consultant of final payment under this Agreement shall constitute a full and complete release of the DRBA from any and all claims, demands and causes of action whatsoever which the Consultant may have against the DRBA under or in connection with the performance of this Agreement.

ARTICLE XIII

13. Miscellaneous.

(a) Most Favored Client. Upon execution of this Agreement, until the expiration of the term of this Agreement, the Consultant agrees to treat the DRBA as its most favored client in connection with its obligations with this Agreement, including but not limited to the assignment of staff on a priority basis.

(b) Headings. The headings of the various Articles contained in this Agreement are intended for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect the interpretation of this Agreement.

(c) Mutual Drafting. The parties hereto are sophisticated and have been represented by attorneys throughout the transactions contemplated hereby who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any Agreement or instrument executed in connection therewith, and therefore waive their effects.

(d) Audit. It is expressly agreed that the DRBA, federal or state auditors and any other persons duly authorized by the DRBA shall have full access to all records described in Article 13 of this Agreement upon ten (10) days' notice to the Consultant, and subject to the limitations set forth therein. Such audit will be conducted at a mutually agreeable location, or at the Consultant's place of business.

(e) Notices. Except as otherwise herein provided, any notices under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery, by telecopy or similar electronic medium (conditioned upon prompt mailing of the original of such transmission by first-class mail), by nationally recognized overnight courier or by certified or registered mail, return receipt requested, addressed as follows:

If to the DRBA, to:

Delaware River and Bay Authority
I-295 & New Castle Avenue
New Castle, Delaware 19720
Attn: Travis L. Crawford

If to the Consultant, to the address listed on the first page of this Agreement; or at such other address as the party affected shall designate, subsequent to the date of this Agreement, by written notice given in the matter herein above set forth. Notices shall be deemed given when sent, if sent by telecopy or similar electronic medium with delivery confirmed (conditioned upon the prompt mailing of the original of such transmission by first-class mail or sent by nationally-recognized overnight courier); when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand-delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused or a properly addressed and mailed notice is returned as undeliverable or unclaimed), if sent by certified or registered mail.

(f) Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of the Agreement (including without limitation, each portion of any Article of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Article of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

(g) Entire Agreement; Interpretation. This Agreement, including the Schedules and any Attachments attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all prior understandings are merged herewith and superseded hereby. This Agreement may not be changed, waived, modified or amended except by an instrument in writing signed by the party against whom such change, waiver, modification or amendment is sought to be enforced. The Consultant confirms and agrees that no representations of any kind whatsoever have been made to it by the DRBA other than as appear in this Agreement, that it has not relied on any such representations and that no claim that it has so relied may be made at any time or for any purpose. All of the terms of any proposal or specifications included in the RFP and **Schedule 1** are incorporated in and form a part of this Agreement; provided, that in the event of any conflict or inconsistency between the terms of this Agreement and the terms of such schedule, then the terms of this Agreement shall govern.

(h) No Assignment. The Consultant shall have no right to assign, convey, subcontract, pledge or otherwise transfer this Agreement, or any interest herein or any right to payment hereunder, or any duty, obligation or claim hereunder, without the prior written approval of the DRBA, which approval may be withheld in the DRBA's absolute discretion. If the DRBA approves a transfer of the Agreement, the Consultant shall, to the extent necessary, immediately comply with the provisions of Article 10(c).

(i) Independent Contractor. It is expressly understood and agreed that the Consultant, in performing its obligations under this Agreement, shall be deemed an independent contractor and not an agent or employee of the DRBA. The Consultant has no authority to enter into any contracts or other agreements with any person or entity on behalf of the DRBA or otherwise to bind the DRBA. Furthermore, nothing contained in this Agreement shall be construed to mean that the DRBA and the Consultant are joint venturers, partners or the like. The Consultant agrees that it will not dispute its independent contractor status in any action or proceeding.

(j) No Liability. No personal liability shall accrue, and no claim whatsoever relating to or arising under this Agreement shall be made by the Consultant, against any commissioner, director, officer, employee or other individual representative, fiduciary or agent of the DRBA, except to the extent of any criminal activities of any of the foregoing and for which the DRBA has disclaimed liability.

(k) No Waiver. The failure of the DRBA to insist upon the strict performance of any provisions of this Agreement, the failure of the DRBA to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The payment by the DRBA of any amount due hereunder with knowledge of a breach of any provision of this Agreement shall not be deemed a waiver of such breach.

(l) Further Assurances. Each of the parties hereto agrees to execute such documents, to make such filings with regulatory authorities, and otherwise to provide such cooperation as the DRBA, on the one hand, or the Consultant, on the other hand, may reasonably request in order to consummate the transactions contemplated by this Agreement, subject to the requirements of applicable law.

(m) Survival. The provisions of Articles V, VI, VII, VIII, IX, X, XI, XII, 13(j), 13 (l), 13(m) and 13(n) hereof shall survive termination of this Agreement. Without limitation, the obligation of the Consultant to follow the dispute resolution procedures set forth in Article XII hereof shall remain fully enforceable following termination.

(n) GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE. THE CONSULTANT HEREBY IRREVOCABLY CONSENTS, FOR ITSELF AND ITS LEGAL REPRESENTATIVES, PARTNERS, MEMBERS, SUCCESSORS AND ASSIGNS, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING WHICH ARISES FROM OR RELATES TO THIS AGREEMENT (SUBJECT TO THE PROVISIONS OF ARTICLE XII), AND HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO PERSONAL SERVICE OF SUMMONS,

COMPLAINT, OR OTHER PROCESS IN CONNECTION THEREWITH, AND AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH CONSULTANT AND SENT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 13(e) HEREOF.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have duly executed this Contract, effective upon the day and year signed below by the Executive Director of the Authority.

[CONSULTANT]

By: _____

Name: _____

Title: _____

Date: _____

DELAWARE RIVER AND BAY AUTHORITY

By: _____
Chairman

By: _____
Vice Chairman

By: _____
Executive Director

Date: _____

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

* * * * *

SCHEDULE 1

PROPOSAL

*[The selected Consultant's Proposal will be inserted here
in the final set of Contract Documents intended for execution]*

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

* * * * *

ATTACHMENT A

Current DRBA Web Inventory

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

* * * * *

ATTACHMENT B

Sitemap for FlyILG.com

DELAWARE RIVER AND BAY AUTHORITY

AGREEMENT NO. CS-25-05

WEBSITE DEVELOPMENT SERVICES

* * * * *

Appendix 1

How to Submit a Proposal via CapEx

NOTE: Proposers must submit their Proposal electronically, via CapEx. Hard-Copy Proposal submissions will NOT be accepted.

1. **Ensure that the: 1) Proposal document, and 2) Proposed Fees document are each saved as separate, clearly identified files. You are permitted to submit only one Proposal document and one Proposed Fees document.**
2. In the *RFP Summary* tab, under the *Proposal Detail* Section, select the '*Take Proposal Responder Role*' button.
3. Click the '*Proposal*' tab.
4. In the Document Management section, click '*Upload*' to upload your Proposal and your Proposed Fees document, which **must be two separate and clearly-identified files.**
5. After you have uploaded your Proposal and Proposed Fees document, in the 'Document Management' section, enter your initials (first letter of the submitter's first name and second letter of the last name) and click Submit to finalize.

Additional Guidelines:

- Proposals will be accepted in one of the following file formats: **Searchable PDF (preferred), Microsoft Word, and/or Microsoft Excel.** Do not submit a Proposal in any other type of file format.
- Do not submit a locked/restricted/protected document.
- The maximum size of each individual upload is restricted to 50 MB. If your file size exceeds the single limit, compressed files may be uploaded in ZIP, TAR, TGZ, and GZ format.

- To make changes after a Proposal has been submitted electronically, the Proposer must first retract the original Proposal before they may submit the new one. Once a Proposal submission has been retracted, it can be changed and resubmitted.
- The Proposer may submit, delete and resubmit a Proposal an unlimited number of times before the due date (to make updates, changes or to withdrawal from consideration).
- After the Proposal deadline has passed, no further corrections or re-submissions are possible.
- After the Proposal deadline has passed, Proposers have read-only access to their submission. Once the DRBA has recommended a Proposal for Award, Proposers will no longer be able to view their Proposal.
- The individual that submitted the Proposal will receive a confirmation email that the Proposal has been sent.

If you experience CapEx technical issues, please contact Caroline Walker at 302-571-6414 or Caroline.Walker@drba.net with your questions.