

DSHA CONTRACT NO.: 11133172

An agreement between the Delaware State Housing Authority (DSHA) and Open Door Media (CONTRACTOR) (this "Contract").

1. Effective Date
Contract will commence on May 9, 2011 and be completed no later than June 30, 2011.
2. Total Cost
Shall not exceed Twenty-two thousand, five hundred dollars (\$22,500) (the Total Cost).
3. Purpose of Contract: Development of a comprehensive marketing plan for the Delaware State Housing Authority.
4. Scope of Services
CONTRACTOR shall perform all necessary services as identified in Attachment A.
5. Payment
CONTRACTOR to be reimbursed after submission of detailed invoice of materials supplied and work completed.
6. Written Amendment
Required for any material change in contract. No amendment, modification, or termination of this contract shall be effective unless in writing and duly executed by DSHA. Pursuant to Title 29, Subsection 6904(f), DSHA may extend or change other terms and conditions of the original contract due to changed or unforeseen conditions without a new procurement being required.
7. Termination
For contracts where federal funds are utilized, the termination provisions contained in Attachment C shall prevail over the provisions in Attachment B.
8. Incorporation
This contract incorporates the provisions of Attachment A X, and Attachment B X, and/or the provisions of Attachment C are incorporated as indicated.

SCOPE OF SERVICES

In accordance with the specifications indicated in the attached proposal and those contained herein, the Contractor will be responsible for providing all services required for the professional development of a comprehensive marketing plan for the Delaware State Housing Authority.

DSHA will not be responsible for the reimbursement of miscellaneous expenses incurred by Open Door Media during the term of this contract. Non-allowable expenses include, but are not limited to postage, travel, lodging, mileage, and other related incidentals.

Professional services requested by DSHA which are not applicable to the terms and conditions of this contract will be billable in accordance with the attached Open Door Media 2011 rate schedule. Invoicing for any such services shall include a detailed summary accounting of hours and work performed.

For the purposes of this contract, the proposed timeline included in the attached request for proposal shall be adjusted in accordance with the contract commencement and completion date contained herein.

ASSURANCES AND UNDERSTANDINGS FOR NON-FEDERAL CONTRACTS

1. Personnel.

- a. The CONTRACTOR represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under the CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DSHA.
- d. CONTRACTOR represents that the CONTRACTOR is licensed to do business in the State of Delaware ("State"), has Workmen's Compensation as required by law, and has public liability insurance in a reasonable amount.

2. Payments

- a. The rights and obligations of each party to this Contract shall not be effective and no party shall be bound by the terms of this Contract unless and until each party has executed the agreement.
- b. The CONTRACTOR will be responsible for all fees and costs that are incurred in excess of the Total Cost of this Contract.
- c. If sufficient funds are not appropriated by the Delaware General Assembly or other appropriate Federal or State agency to sustain, in whole or in part, DSHA's performance under this Contract, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this Contract shall be terminated by DSHA.

3. Assurances. The CONTRACTOR hereby assures and certifies that:

- a. It possesses legal authority to enter into this Contract.
- b. The CONTRACTOR represents that it is duly licensed under applicable law to perform the services contemplated by this Contract.

4. Assignability/Subcontracting of Work.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DSHA.

5. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, DSHA shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6. Venue.

Any suit, action, or proceeding against any of the parties hereto arising out of or relating to this Contract shall be brought exclusively in the Superior Court of the State of Delaware, the Court of Chancery of the State of Delaware, the Court of Common Pleas of the State of Delaware, or the United States District Court for the District of Delaware as any party hereto may elect, and each party hereto irrevocably submits to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

7. Governing Law.

This Contract shall be construed and governed in accordance with Delaware law, without regard to conflicts of law principles.

8. Entire Agreement

This instrument contains the entire and only agreement between the parties hereto, and no oral statements or representations or prior written matter not herein contained shall have any force and effect.

9. Captions

Captions contained in this Contract are inserted for convenience of reference only and in no way define, limit, extend or describe the scope of this Contract or the intent of any provision hereof.

10. Number: Gender.

All terms which denote number or gender shall be deemed to include such other number or gender as shall be appropriate in context.

11. Waivers.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Contract shall be deemed a waiver of a breach of any other provision of this Contract or a consent to any subsequent breach of the same or any other provision.

12. Partial Invalidity.

If for any reason any provision of this Contract shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of this Contract shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall be enforceable and enforced.

13. Binding Effect.

This Contract will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties as the case may be.

14. Counterparts.

This Contract may be executed in one or more original, photocopied and telecopied counterparts, and all executed counterparts shall be deemed to be one and the same instrument.

15. Confidentiality

Findings Confidential. Any reports, information, findings, data, etc. whether oral or written, which is supplied to, available to, or assembled by the CONTRACTOR pursuant to or related to this Contract is referred to, and defined herein, as "Confidential Information."

CONTRACTOR covenants and agrees to hold in trust and confidence all Confidential Information and agrees not to disclose the Confidential Information to any third party.

CONTRACTOR shall notify DSHA within 24 hours of any request by a third party to disclose any Confidential Information so that DSHA may seek appropriate relief by court order or waive compliance with the provisions of this paragraph.

The breach of this provision will be deemed a material breach of this Contract entitling DSHA to terminate this Contract without liability therefore and/or seek damages from the CONTRACTOR for breach thereof.

Notwithstanding the above, the CONTRACTOR understands and agrees with any Confidential Information in the possession of DSHA may be subject to the Delaware Freedom of Information Act. The CONTRACTOR further understands and agrees that DSHA, in its sole discretion, may release any Confidential Information, even in the absence of a specific request pursuant to Delaware's Freedom of Information Act.

16. Intellectual Property

All equipment, documents, memoranda, reports, records, files, materials, samples, books, correspondence, lots, computer software, other written and graphic records, and the like (collectively, the "Materials"), affecting or relating to the business of DSHA, which CONTRACTOR shall prepare, use, construct, observe, possess or control (excluding, however, any Materials which CONTRACTOR brought to DSHA and CONTRACTOR'S form files) shall be and remain DSHA's exclusive property or in DSHA's exclusive custody, and must not be removed from the premises of DSHA or given to any person or entity except as directed by DSHA in writing. Promptly upon termination of this Contract for any reason, or completion of the tasks or duties assigned pursuant hereto, the Materials, any information and all copies thereof in the custody or control of CONTRACTOR shall be delivered promptly to DSHA. CONTRACTOR acknowledges that all documents and equipment relating to the business of DSHA in addition to all information and materials, whether prepared by CONTRACTOR or otherwise coming into CONTRACTOR'S possession, are owned by and constitute the exclusive property of DSHA or in DSHA's exclusive custody, and all such documents and equipment must not be removed from the premises of DSHA except as directed by DSHA in writing.

17. Termination for Cause

Either party may terminate this Contract for cause by providing 15 calendar days notice.

SIGNATURE PAGES INTENTIONALLY REMOVED

