

Contract Number: DDLFY17(STA16001-ISCOORD)
Title: **Inspiration Space Coordinator**

This Agreement (Agreement) is entered into as of July 1, 2016 (Effective Date) and will end on June 30, 2017, by and between the State of Delaware, Department of State, Division of Libraries (DIVISION OF LIBRARIES), and Alta Porterfield(VENDOR) with offices at 109 North Main Street, Camden, DE 19934.

WHEREAS, DIVISION OF LIBRARIES desires to obtain certain services from VENDOR; and

WHEREAS, VENDOR desires to provide such services to DIVISION OF LIBRARIES on the terms set forth below;

WHEREAS, DIVISION OF LIBRARIES and VENDOR represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DIVISION OF LIBRARIES and VENDOR agree as follows:

1. Services.

1.1 VENDOR shall perform for DIVISION OF LIBRARIES the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order—if applicable: (a) this Agreement (including any amendments attachments or modifications thereto); and (b) VENDOR service agreement, attached hereto as Exhibit A. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DIVISION OF LIBRARIES may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR shall be furnished without the written authorization of DIVISION OF LIBRARIES. When DIVISION OF LIBRARIES desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR, who shall then submit to DIVISION OF LIBRARIES a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by VENDOR for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 VENDOR will not be required to make changes to its scope of work that result in VENDOR costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from July 1, 2016 through June 30, 2017, with optional extensions for a period of one year each, maximum 3 years total. Compensation may be increased during the optional extension years consistent with the percent of the salary increase received by State employees.

2.2 DIVISION OF LIBRARIES will pay VENDOR for the performance of services described in the attached VENDOR Scope or Statement of Work. The fee will be paid in accordance with section 2.4 below.

2.3 DIVISION OF LIBRARIES obligation to pay VENDOR for the performance of services described in the Scope or Statement of Work will not exceed the fixed fee amount of \$55,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR and it shall be VENDOR responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DIVISION OF LIBRARIES total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DIVISION OF LIBRARIES purchase order(s) to VENDOR.

2.4 Once the approved purchase order is received by the VENDOR, the VENDOR may submit monthly, quarterly, or annual invoices to the DIVISION OF LIBRARIES, where upon, the DIVISION OF LIBRARIES agrees to pay those invoices within thirty (30) days of invoice receipt. In the event DIVISION OF LIBRARIES disputes a portion of an invoice, DIVISION OF LIBRARIES agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DIVISION OF LIBRARIES position on the disputed portion of the invoice within thirty (30) days of receipt. All payments will be sent to VENDOR, VENDOR ADDRESS.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR. If an Appendix specifically provides for expense reimbursement, VENDOR shall be reimbursed only for reasonable expenses incurred by VENDOR in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DIVISION OF LIBRARIES is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and

payable as a consequence of this Agreement.

2.7 DIVISION OF LIBRARIES shall subtract from any payment made to VENDOR all damages, costs and expenses caused by VENDOR negligence, resulting from or arising out of errors or omissions in VENDOR work products, which have not been previously paid to VENDOR.

2.8 Invoices shall be submitted to: accounting@lib.de.us or
Delaware Division of Libraries
Attn: Accounting
121 Martin Luther King Jr Blvd N
Dover, DE 19901

3. Responsibilities of VENDOR.

- 3.1 It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that the Director's decision as to the meaning of the said proposal, and specifications shall be final. The expectations of the DIVISION OF LIBRARIES of the VENDOR in carrying out this contract are as follows:
- a) Timeliness: On-Time delivery of contracted services
 - b) Responsiveness: Quick turnaround time for any correspondence such as e-mail, telephone, etc.
 - c) Quality work
 - d) Flexibility
 - e) VENDOR promotes and preserves the DIVISION OF LIBRARIES image in all interactions.
 - f) Innovation: Being creative, where possible, in the delivery of contracted services to achieve to intended outcomes.

In performing the specified services, VENDOR shall follow practices consistent with generally accepted professional and technical standards. VENDOR shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DIVISION OF LIBRARIES caused by VENDOR failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the VENDOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR

will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DIVISION OF LIBRARIES of any products or services furnished by VENDOR shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of its work. DIVISION OF LIBRARIES review, approval, acceptance, or payment for any of VENDOR services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DIVISION OF LIBRARIES caused by VENDOR performance or failure to perform under this Agreement.

3.4 VENDOR agrees that its officers and employees will cooperate with DIVISION OF LIBRARIES in the performance of services under this Agreement and will be available for consultation with DIVISION OF LIBRARIES at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.5 VENDOR has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by DIVISION OF LIBRARIES or any other political subdivision of DIVISION OF LIBRARIES.

3.6 VENDOR will not use DIVISION OF LIBRARIES name, either express or implied, in any of its advertising or sales materials without DIVISION OF LIBRARIES express written consent.

3.7 The rights and remedies of DIVISION OF LIBRARIES provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1 A project schedule is included in Appendix A or Service Agreement.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DIVISION OF LIBRARIES.

4.3 In the event that VENDOR fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DIVISION OF LIBRARIES, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DIVISION OF LIBRARIES shall suspend the payments scheduled as set forth in Appendix A.

5. State Responsibilities.

5.1 In connection with **VENDOR** provision of the Services, **DIVISION OF LIBRARIES** shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 **DIVISION OF LIBRARIES** agrees that its officers and employees will cooperate with **VENDOR** in the performance of services under this Agreement and will be available for consultation with **VENDOR** at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by **VENDOR** under this Agreement shall be subject to review for compliance with the terms of this Agreement by **DIVISION OF LIBRARIES** designated representatives. **DIVISION OF LIBRARIES** representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform **VENDOR** by written notice before the effective date of each such delegation.

5.4 The review comments of **DIVISION OF LIBRARIES** designated representatives may be reported in writing as needed to **VENDOR**. It is understood that **DIVISION OF LIBRARIES** representatives review comments do not relieve **VENDOR** from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 **DIVISION OF LIBRARIES** shall, without charge, furnish to or make available for examination or use by **VENDOR** as it may request, any data which **DIVISION OF LIBRARIES** has available.

VENDOR shall return any original data provided by **DIVISION OF LIBRARIES**.

5.6 **DIVISION OF LIBRARIES** shall assist **VENDOR** in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 **VENDOR** will not be responsible for accuracy of information or data supplied by **DIVISION OF LIBRARIES** or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 **DIVISION OF LIBRARIES** agrees not to use **VENDOR** name, either express or implied, in any of its advertising or sales materials. **VENDOR** reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, with the exception of licensed material, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR for DIVISION OF LIBRARIES relating to the services to be performed hereunder shall become the property of DIVISION OF LIBRARIES and shall be delivered to DIVISION OF LIBRARIES designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DIVISION OF LIBRARIES. DIVISION OF LIBRARIES shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 VENDOR retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DIVISION OF LIBRARIES rights to the materials, information and documents developed in performing the project. Any and all source code developed in connection with the services provided will be provided to DIVISION OF LIBRARIES, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall VENDOR be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DIVISION OF LIBRARIES rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 VENDOR warrants that its services will be performed in a good and workmanlike manner. VENDOR agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR for DIVISION OF LIBRARIES in connection with the provision of the Services, VENDOR shall pass through or assign to DIVISION OF LIBRARIES the rights VENDOR obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 If DIVISION OF LIBRARIES promptly notifies VENDOR in writing of a third party claim against DIVISION OF LIBRARIES that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DIVISION OF LIBRARIES. VENDOR will not indemnify DIVISION OF LIBRARIES, however, if the claim of infringement is caused by (1) DIVISION OF LIBRARIES misuse or modification of the Deliverable; (2) DIVISION OF LIBRARIES failure to use corrections or enhancements made available by VENDOR; (3) DIVISION OF LIBRARIES use of the Deliverable in combination with any product or information not owned or developed by VENDOR; (4) DIVISION OF LIBRARIES distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR opinion is likely to be, held to be infringing, VENDOR shall at its expense and option either (a) procure the right for DIVISION OF LIBRARIES to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing. The foregoing remedies constitute DIVISION OF LIBRARIES sole and exclusive remedies and VENDOR entire liability with respect to infringement.

9.2 DIVISION OF LIBRARIES agrees that VENDOR total liability to DIVISION OF LIBRARIES for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited

to contract liability or VENDOR negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to VENDOR.

In no event shall VENDOR be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if VENDOR has been advised of the likelihood of such damages.

10. Employees.

10.1 VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DIVISION OF LIBRARIES request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the DIVISION OF LIBRARIES Department of Public Safety, may be required of any employee of VENDOR who will be assigned to this project.

11. Independent Contractor.

11.1 VENDOR acknowledges that VENDOR and any subcontractors, agents or employees employed by VENDOR shall not, under any circumstances, be considered employees of DIVISION OF LIBRARIES, and that they shall not be entitled to any of the benefits or rights afforded employees of DIVISION OF LIBRARIES, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers compensation insurance benefits. DIVISION OF LIBRARIES will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DIVISION OF LIBRARIES or any of its officers, employees or other agents.

11.2 VENDOR shall be responsible for providing liability insurance for its personnel.

11.3 As an independent contractor, VENDOR has no authority to bind or commit DIVISION OF LIBRARIES. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1 DIVISION OF LIBRARIES may suspend performance by VENDOR under this Agreement for such period of time as DIVISION OF LIBRARIES, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which DIVISION OF LIBRARIES wishes to suspend. Upon such suspension, DIVISION OF LIBRARIES shall pay VENDOR its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR shall not perform further work under this Agreement after the effective date of suspension. VENDOR shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DIVISION OF LIBRARIES to resume performance.

12.2 In the event DIVISION OF LIBRARIES suspends performance by VENDOR for any cause other than the error or omission of the VENDOR, for an aggregate period in excess of 30 days, VENDOR shall be entitled to an equitable adjustment of the compensation payable to VENDOR under this Agreement to reimburse VENDOR for additional costs occasioned as a result of such suspension of performance by DIVISION OF LIBRARIES based on appropriated funds and approval by DIVISION OF LIBRARIES.

13. Termination.

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DIVISION OF LIBRARIES for not meeting one or more of the expectations outlined in section 4, but only after VENDOR is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DIVISION OF LIBRARIES prior to termination.

13.3 If termination for default is effected by DIVISION OF LIBRARIES, DIVISION OF LIBRARIES will pay VENDOR that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR at the time of termination may be adjusted to the extent of any additional costs occasioned to DIVISION OF LIBRARIES by reason of VENDOR default.
- c. Upon termination for default, DIVISION OF LIBRARIES may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR shall cease conducting business, DIVISION OF LIBRARIES shall have the right to make an unsolicited offer of employment to any employees of VENDOR assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 The rights and remedies of DIVISION OF LIBRARIES and VENDOR provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.5 Gratuities.

13.5.1 DIVISION OF LIBRARIES may, by written notice to VENDOR, terminate this Agreement if it is found after notice and hearing by DIVISION OF LIBRARIES that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of DIVISION OF LIBRARIES with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.5.2 In the event this Agreement is terminated, the DIVISION OF LIBRARIES shall be entitled to pursue the same remedies against VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.

13.5.3 The rights and remedies of DIVISION OF LIBRARIES provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent

jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1 Any attempt by VENDOR to assign or otherwise transfer any interest in this Agreement without the prior written consent of DIVISION OF LIBRARIES shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by VENDOR, without prior written approval of DIVISION OF LIBRARIES.

15.3 Approval by DIVISION OF LIBRARIES of VENDOR request to subcontract or acceptance of or payment for subcontracted work by DIVISION OF LIBRARIES shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 VENDOR shall be and remain liable for all damages to DIVISION OF LIBRARIES caused by negligent performance or non-performance of work under this Agreement by VENDOR, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DIVISION OF LIBRARIES approval of the VENDOR request to subcontract.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DIVISION OF LIBRARIES may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DIVISION OF LIBRARIES obligations under it shall be

extinguished at the end of the fiscal year in which DIVISION OF LIBRARIES fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

VENDOR and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement between DIVISION OF LIBRARIES and VENDOR with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 VENDOR may not order any product requiring a purchase order prior to DIVISION OF LIBRARIES issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, VENDOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. VENDOR shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 VENDOR covenants that it presently has no interest and that it will 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 Agreement. VENDOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 VENDOR acknowledges that DIVISION OF LIBRARIES has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DIVISION OF LIBRARIES may declare VENDOR in breach of the Agreement, terminate the Agreement, and designate VENDOR as non-responsible.

20.6 VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DIVISION OF LIBRARIES shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 VENDOR shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DIVISION OF LIBRARIES may inspect or audit VENDOR performance and records pertaining to this Agreement at the VENDOR business office during normal business hours.

21. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, VENDOR hereby grants, conveys, sells, assigns, and transfers to DIVISION OF LIBRARIES all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United

States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR consents to jurisdiction venue in the State of Delaware.

23. Affirmation:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DIVISION OF LIBRARIES: 121 Martin Luther King Jr Blvd N
Dover, DE 19901

TO VENDOR: Alta Porterfield
109 North Main Street
Camden, DE 19934

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year written below.

**STATE OF DELAWARE
DEPARTMENT OF STATE/DIVISION OF
LIBRARIES**

Signature on File

Witness

Date: 7/13/16

Signature on File

Signature: _____

Title: Director

Date: _____

VENDOR

Signature on File

Witness

Date: 6/28/16

Signature on File

Signature: _____

Title: statewide coordinator
Inspiration space

Date: 6/28/2016

APPENDIX A

Scope of Services

Delaware Libraries Inspiration Spaces are locations where people can enthusiastically learn about and experiment with technology, entrepreneurship, job search and lifelong learning. The Inspiration Space Statewide Coordinator is responsible for statewide oversight, management, and implementation in the three main Inspiration Space public library locations in Wilmington, Dover, and Georgetown, as well as related services in public libraries throughout the state. The Statewide Coordinator reports regularly to the State Librarian, and provides general oversight and coordination of 3 Inspiration Space Coordinators and volunteers.

Areas of responsibility include:

Partnership development, outreach and marketing, program development and monitoring, research and distribution of library collections, Walk-in and computer/learning labs, workshop scheduling, volunteer recruitment and training, and other duties as needed to meet the needs of job seekers and entrepreneurs and successful program outcomes.

1. Responsible for meeting the goals and objectives of the employment and entrepreneurship program in libraries.
2. Researches, analyzes, and distributes digital and print library collections to meet the needs of job seekers and entrepreneurs.
3. Applies for grants, recruits, interviews, and trains potential volunteers. Schedules volunteer hours and training.
4. Develops a program implementation plan addressing the following essential components: program goals; target participants; program services; budget; needed partners, and volunteers/staffing pattern; and performance measures.
5. Conducts eligibility screening of participants; provides a core set of services; conducts orientations; and evaluates participants' vocational/educational potential through objective assessments that measure competencies, needs, aptitudes and interests.
6. Develops and maintains strong partnership/collaboration with partners, employers, employer and business organizations and social services; to develop a customer referral network; to explore customized training opportunities; and to leverage multiple funding sources and resources.
7. Completes monthly statistical and narrative reports documenting services provided, number of individuals served, stories, and other reporting requirements established by the granting agencies. Compiles/writes an Annual Program Report documenting the center's accomplishments, challenges and future plans.