



CONTRACT NO: 13-11-01-10

Signage for DSU at Wilmington Campus and Living and Learning Commons

Proposal packets must be received by
3:00 p.m.,
January 10, 2013

Delaware State University
Room 321
Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Jessica Wilson
(302) 857-6272
(302) 857- 6278 (FAX)

TO: ALL PROPOSERS

This is an Invitation for Proposals issued by Delaware State University who is seeking proposals from experienced and qualified Signage Contractors to provide design, fabrication and installation services to the campus of DSU@Wilmington and Living and Learning Commons (formerly Sheraton).

REQUEST FOR PROPOSAL – CONTRACT NO. 13-11-01-10

1. Definitions and General Provisions
2. Special Provisions, Request for Proposal, and Scope of Work
3. Bid Reply Section
 - a. Non-Collusion Statement and Acceptance
 - b. Bid Reply Section

Your proposal must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Friday, January 10, 2014, to be considered. Please submit copies of your response as:

- Hard Copy: One (1) original and
- Four (4) copies of the Proposal

Submittals and requests for information relative to this Invitation for Proposals should be addressed to:

Jessica Wilson
Delaware State University
Administration Building, Room 321
1200 North DuPont Highway
Dover, DE 19901-2277
Phone: (302) 857-6272, Fax: (302) 857-6278
Email: jwilson@desu.edu

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, proposals and waive all informalities.

1. INTRODUCTION/PURPOSE

Delaware State University is inviting qualified firms to submit a proposal for the design, fabrication and installation of exterior signage at our DSU@Wilmington Campus located at Kirkwood Highway, and Living and Learning “Commons” on DuPont Highway (formerly the Sheraton). The signs provided under the resulting contract shall be attractive and exhibit a professional quality of workmanship which will reflect positively on the University.

Delaware State University reserves the right to issue a single award or multiple awards based on Proposal responses and whatever is deemed to be in the best interest of the University.

2. Proposal Requirements

Delaware State University is interested in establishing a contract with a Signage Contractor who meets at a minimum, the following design requirements:

- a. The signs shall be attractive and exhibit a professional quality of workmanships
- b. Signage should incorporate branding standards, as appropriate
- c. Signage should leverage the facility architectural design features, destinations zones, landmarks, shape, color, lighting, etc.
- d. Signage shall be compliant with ADA Standards (if applicable)
- e. Two things missing:
- f. Proposal should include interior directional signage (if needed).
- g. The vendor would need to identify these key needs.
- h. Mock ups should be provided—conceptual drawings in relation to the building location.

Delaware State University is interested in establishing a future contract with a Signage Contractor who will, at a minimum:

- a. Know or develop an understanding of appropriate national and local building codes, ordinances and other requirements, as they relate to signage for the DSU@Wilmington and Living and Learning “Commons”. Successful awardee will be responsible for properly permitting and engineering all appropriate signs.
- b. Perform a site review to verify locations, determine available areas for signage, confirm dimensions and identify potential conflicts and architecture or landscaping designs.
- c. Coordinate all procurement activities with Jessica Wilson, Purchasing Director @ DSU.
- d. Prepare conceptual designs in sketch form to determine design direction.
- e. Prepare a sign layouts based on actual sign message(s) to determine sign and letter sizes and determine the need for any variations.

- f. Develop an installation schedule to assure timely, accurate and code compliant installation.

PROPOSAL CRITERIA AND CONTENT

3. PROPOSAL EVALUATION CRITERIA

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Proposal shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document.

The evaluation committee may select a Signage Contractor from these submissions, or conduct a second tier in-person interview with selected Signage Contractors from the initial offerings. In the event of a second stage, the selection committee will notify the selected Signage Contractor of interview dates and times. This notification shall include the interview evaluation criteria.

4. PROPOSAL CONTENT ORGANIZATION

Firms shall organize their submissions in such a way as to follow the general evaluation criteria listed below.

- A. Cover Letter** – Include company’s name, contact information and a brief introduction to your company as it relates to the requested services.
- B. Table of Contents**
- C. Qualifications Criteria**
 - 1. Overall Technical Capability and Specialized Competence (30 points)**
 - a. Provide a brief history of your company (and all consultants), including number of years in business
 - b. Provide an organizational chart of your company
 - c. Provide project team background (resumes can be included in attachments and will not be included in page count).
 - d. Provide a project list containing [3 to 5] projects completed by your company that best represents a similar scope. For each project include the following:
 - Project name, location, time frame and completion date
 - Reference name and contact information
 - Projects’ overall scope
 - Discuss issues or aspects that would demonstrate your ability to problem solve and deliver creative solutions
 - 2. Capacity of Employees and Signage Contractor to Perform the Work Within the Specified Time Period (35 points)**
 - a. Provide an estimated project schedule indicating critical dates based on information provided by Delaware State University and demonstrate applicant’s capacity to complete project by the projected deadline. Such schedule should detail number of man hours

needed to complete a task and the proposed team member(s) responsible for completing that task.

3. Proximity and Familiarity With the Project Area (5 points)

- a. Provide locations of prime installation team and consultant offices, proximity to the site and the design/installation team’s familiarity with the site, site conditions, restrictions and special project considerations based on site.

4. Fee Proposal (30 points)

- a. Provide a cost of service outlined in this Request for Proposal

TIMELINES AND SCHEDULES *

Task(s)	Date
Invitation for Proposal Issued	December 9,2013
<u>Mandatory Site Visit</u> DSU@Wilmington Campus <u>Living and Learning “Commons”</u>	December 18, 2013 (1:00 - 2:30 p.m.) December 19, 2013 (1:00 - 2:30 p.m.)
Proposals due (3:00 p.m. EST)	January 10, 2014
Interview with selected Respondents	January 13-15, 2014

* Each date subject to change

**1:00-2:30 p.m. on Wednesday, December 18 at DSU@Wilmington,
Meeting place: Front Desk, The Main Entrance (room location TBD)**

DSU@Wilmington
3931 Kirkwood Highway
Wilmington, DE 19808

Driving directions:

Stay straight on Stanton Christiana Rd/SR-7
Turn right onto Kirkwood hwy (Shell gas station)RT 2 East
Make a U turn at Duncan Rd on Kirkwood hwy (you will see they are building a Royal Farm)
Once you reach the Star Diesel gas station it’s the next right. You will see a white bulletin board.

1:00-2:30 p.m. on Thursday, December 19 at The Commons, Meeting place: The Boardroom

DSU Living & Learning Commons
1570 N. DuPont Highway (formerly The Sheraton Hotel & Conference Center)
Wilmington, DE 19

SECTION 100.00 BID GENERAL INFORMATION:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

State:	The State of Delaware
Board:	The Delaware State University Board of Trustees
University:	The Delaware State University
Designated Official:	The person authorized to act for the Delaware State University Board of Trustees
Inspector:	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the University
Surety:	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
Bid:	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: A. Bid by firm or individual furnishing materials and/or services B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents C. Approved University purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this ____ day of _____, 20 ____.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 200.9 NON-COLLUSION STATEMENT

Delaware State University
Office of Purchasing
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. _____ or any part(s) thereof, submitted to the Delaware State University on the ____ day of _____, 20__.

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this _____ day of _____, 20__.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS

ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

SECTION 200.1 Presentation of Bids

- A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.
- B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract No.:

Name of Bidder:

Date of Opening: January 10, 2014 3:00 P.M.

- C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).
- D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

SECTION 200.2 Bid Guaranty

- A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).
- B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.
- C. Should a successful bidder, on being notified in writing by the University, fail to executive the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.
- D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

SECTION 200.3 Bid Withdrawal

- A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.
- B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

SECTION 200.4 Bid Openings

- A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.
- B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

SECTION 200.5 Rejection of Bids

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

- A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.
- B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.
- C. Unsatisfactory performance record as proven by past experience with the University.
- D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.
- E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.
- F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.
- G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."
- H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.
- I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

SECTION 200.6 Notification of Award and Agreement

- A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.
- B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.
- C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the University.

SECTION 200.7 Termination of Contract

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

SECTION 200.8 Performance, Labor & Material Payment Bond

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

SECTION 200.9 Non-Collusion Statement

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

SECTION 200.10 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

SECTION 300.00 GENERAL CONDITIONS**SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

SECTION 300.2 Prices Quoted

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

SECTION 300.3 Use of Trade Names

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

SECTION 300.4 Or Equal Bids

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

SECTION 300.5 Merchandise Sample

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

SECTION 300.6 Warranty

- A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.
- B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.
- C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.
- D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

SECTION 300.7 Delivery

- A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.
- B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.
- C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

SECTION 300.8 Liquidated Damages

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

SECTION 300.9 Laws to be Observed

- A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.
- B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

SECTION 300.10 Contract Documents

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

SECTION 300.11 Obligation of Bidder

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

SECTION 300.12 Billing

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

Delaware State University
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2275

SECTION 300.13 Terms of Payment

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

SECTION 300.14 Funding Out

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

SECTION 500.00 SPECIFICATIONS:

All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:

- 500.1 COMPLIANCE: Unless the offer expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.
- 500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
- 500.4 BID/PROPOSAL SUBMITTAL: All bids or proposals must be submitted in the envelope provided with this package. Take care to identify your firm in the space provided on the face of the envelope. Envelopes must be sealed and submitted on or before the date and time specified herein.
- 500.5 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum the specifications/scope of work as listed:

SPECIFICATIONS:

- 501.0 SCHEDULE FOR PERFORMANCE OF WORK: All work described in these specifications shall be completed with reasonable promptness. As used in this Section, Delaware State University shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and Delaware State University will forthwith proceed to collect for nonperformance of work.
- 501.1 TIME OF PERFORMANCE: The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.
- 501.2 PERSONNEL:
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
 - b. All of the services required hereunder shall be performed by the Contractor or under its direct 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 the State.

501.3 METHOD OF PAYMENT:

a. For each P.O. issued as part of this contract, Delaware State University will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. **A current progress report of the work shall accompany each billing to include billable hours.**

b. **No premium time for overtime will be paid without prior written authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.**

c. **Charges exceeding the estimate amount may not be billed without prior written authorization from Delaware State University.**

501.4 CHANGES: Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between Delaware State University and the Contractor shall be incorporated in written amendments to the Purchase Order.

501.5 PUBLICATION, REPRODUCTION AND USE OF MATERIAL: No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. Delaware State University shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that Delaware State University agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for Delaware State University's support shall be given in the publication.

501.6 AUDIT ACCESS TO RECORDS: The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to Delaware State University, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official Delaware State University representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of Delaware State University or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to Delaware State University for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

501.7 AMENDMENTS: This contract may be amended, in writing, by mutual agreement of the parties.

501.8 WORK PRODUCT AND FILES: Any and all work product to include electronic files, documents, web production, etc. are considered property of Delaware State University. All native, print and web-ready files must be provided to the University upon completion of each P.O.

REFERENCES:

Please provide the name, address and business contact for three (3) accounts that you provide similar services to in the State of Delaware.

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Delaware State University
Signage for DSU at Wilmington Campus
Contract No. 13-11-01-10

Vendor

Authorized Signature/Date

Address

Printed Name

City, State Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number