

Contract Number: **DOS11110BTOPTRAIN**

Title: **BTOP Training Professional**

THIS AGREEMENT made and executed in duplicate, shall be effective the 30th day of March 2012.

BY AND BETWEEN: **Alta Porterfield**
109 North Main Street
Camden, DE 19934

(hereinafter designated as "Contractor"), party of the first part, and **the State of Delaware Division of Libraries**, created under the laws of the State of Delaware (hereinafter designated as DIVISION OF LIBRARIES), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DIVISION OF LIBRARIES, agrees with said DIVISION OF LIBRARIES as follows:

ARTICLE ONE: The term of the contract shall be from March 30, 2012 through September 29, 2013. DIVISION OF LIBRARIES obligation to pay the "Contractor" for the performance of services described in the proposal will not exceed the fixed fee amount of \$52,163 for year 1 (March 30, 2012 – March 29, 2013) and \$26,082 for 6 months in year 2 (March 30, 2013 – September 29, 2013 at a rate of \$52,163 per year).

ARTICLE TWO: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Director of the said DIVISION OF LIBRARIES and become hereby a part of this contract.

ARTICLE THREE: 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 decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE FOUR: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of DIVISION OF LIBRARIES, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to DIVISION OF LIBRARIES that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, DIVISION OF LIBRARIES may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as DIVISION OF

LIBRARIES may designate and DIVISION OF LIBRARIES may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting DIVISION OF LIBRARIES shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to DIVISION OF LIBRARIES for the completion of the work.

ARTICLE FIVE: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

ARTICLE SIX: Once the approved purchase order is received by the "Contractor", the "Contractor" may submit monthly, quarterly or annual invoices to the DIVISION OF LIBRARIES.

Invoices shall be submitted to: accounting@lib.de.us or
Delaware Division of Libraries
121 Duke of York Street
Dover, DE 19901

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

CONTRACTOR:

BY

(SIGNATURE)

12/3/12

(Seal)

Alta Porter Field

(Contractor)

Witness: _____

State of Delaware, Division of Libraries:

3/26/12

(Director, Division of Libraries)

Witness: _____

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

Contract Number: **DOS11110BTOPTRAIN**

Title: **BTOP Training Professional**

THIS AGREEMENT made and executed in duplicate, shall be effective the 30th day of March 2012.

BY AND BETWEEN: **Light Quest, Inc.**
112 West 3rd Street
Lewes, DE 19958

(hereinafter designated as "Contractor"), party of the first part, and **the State of Delaware Division of Libraries**, created under the laws of the State of Delaware (hereinafter designated as DIVISION OF LIBRARIES), party of the second part.

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Delaware Division of Libraries
121 Duke of York Street
Dover, DE 19901

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

CONTRACTOR:

BY _____
(SIGNATURE) (Seal)

Witness: _____
LIGHT QUEST, INC.
(Contractor)

State of Delaware, Division of Libraries:

_____ 3/26/12
(Director, Division of Libraries)

Witness: _____ 3/26/12
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In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

Contract Number: **DOS11110BTOPTRAIN**

Title: **BTOP Training Professional**

THIS AGREEMENT made and executed in duplicate, shall be effective the 30th day of March 2012.

BY AND BETWEEN: **POSITIONU, LLC.**
500 Delaware Avenue, Suite 1
Wilmington, DE 19801

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BY _____
(SIGNATURE) _____
(Seal)

Witness: _____
_____ PositionU, LLC.
(Contractor)

State of Delaware, Division of Libraries:

(Director, Division of Libraries)

Witness: _____

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