REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES Science Kits & Refurbishment Materials and Services ISSUED BY DELAWARE DEPARTMENT OF EDUCATION CONTRACT NUMBER DOE 2019-14

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I. Overview

The State of Delaware Department of Education, seeks professional services for K-12 science instructional materials and warehouse related materials and services that will support the implementation of the K-12 science kit program in Delaware schools. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ <u>6981 and 6982</u>.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: April 29, 2019
Voluntary Pre-Bid meeting	Date: May 7, 2019 at 1:00pm (Local Time)
Deadline for Questions	Date: May 14, 2019
Response to Questions Posted by:	Date: May 20, 2019
Deadline for Receipt of Proposals Time)	Date: June 4, 2019 at 2:00 PM (Local
Estimated Notification of Award	Date: August 2019

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which

the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

VOLUNTARY PREBID MEETING

A voluntary pre-bid meeting has been scheduled for May 7, 2019 at 1:00pm at the Delaware Department of Education, Townsend Building in the 3rd Floor Conference Room located at 401 Federal Street, Suite 2, Dover, DE.

II. Scope of Services

The Delaware Department of Education (DDOE) in collaboration with the Delaware Science Coalition (DSC) seeks to establish a pool of vendors for instructional materials and related professional services that will support the implementation of the DSC's state-wide K-12 science kit program in Delaware schools. These services will be based on separate Statements of Work issued in the future. As such, no specific work/deliverable is being guaranteed as a result of this solicitation. It is the specific intent of the DDOE to identify vendors with appropriate resources in order for the Delaware Science Coalition to be able to contract with to support the science kit program.

The DE Science Coalition, a collaborative that currently includes the majority of the state's public school districts and charter schools, anticipates annual purchasing of science kits and refurbishment materials to support an inventory of approximately 10,000 science kits. These purchases may include new kits, partial kits, living materials, refurbishment materials, and/or warehousing materials used in the refurbishment and distribution portion of the program. It is anticipated that major purchasing will occur twice during the school year, once in September and once in March.

At the heart of the DSC system is a 45,000 square foot refurbishment center and warehouse. The centralized purchasing, refurbishment, and distribution of science materials is a major component of the DE Science Coalition program. Staff members receive, refurbish, store, and eventually distribute science kits to member schools across the state. In support of this portion of the program, the DDOE & DSC seeks materials and services from vendors that are specific to the warehouse operations of a science materials resource center. The successful bidder(s) will be responsible for providing products and/or services that support a science warehouse operation. The DDOE seeks to support both the warehousing and instructional materials portions of the state science program.

Science Kits and Refurbishment Materials/Services

The successful bidder(s) will work closely with the Science Materials Resource Center manager, or designee, to provide services in the area of developing, creating, and/or packaging of science kits. In addition, the successful bidder(s) will be responsible for providing required materials to maintain supplied kits and specific packaging

arrangements/services in the future. The successful vendor(s) must be prepared to support large bulk purchasing during these time periods.

Current science kit curricular series in use by the DE Science Coalition include, but are not limited to Full Option Science System (FOSS), Building Blocks of Science (BBOS), Science and Technology for Children (STC), Engineering is Elementary (EIE), and Teachers' Curriculum Institute (TCI). See Appendix B for a list of example science kits used by the DE Science Coalition.

Science Kits and Refurbishment Materials

Original kits and/or refurbishment materials shall be specifically prepared and packaged to support the implementation of science kits. Refurbishment materials shall be available to be purchased individually as well as in groups that are pre-packaged in specific quantities that are directly correlated to the science kit curriculum.

Living Materials

Where applicable, the successful bidder(s) will also supply living materials to support the science kit implementation. The successful bidder(s) will have an established delivery system that ensures that adequate living materials are supplied to schools in a timely manner. In addition, bidders should outline their system/plan for addressing immediate replacement of living materials that are received dead.

Science Kits Refurbishment Warehouse Materials/Services

The successful bidder(s) will work closely with the Science Materials Resource Center manager, or designee, to provide services in the area of warehouse materials used to support the refurbishment process. In addition, the successful bidder(s) will be responsible for providing required materials to maintain warehouse refurbishment work in the future. The successful vendor(s) must be prepared to support large bulk purchasing and in most cases provide product within two (2) weeks. The successful vendor(s) may be asked to provide options around meeting unique packaging needs or providing different quantities of an item on a per need basis. Items typically used in the warehousing portion of the science program include, but are not limited to, pallets, pallet shrink wrap, stick-on card pockets, zip ties, packaging tape, trash cans, shipping totes, and plastic bags.

Appendix B contains details of the State of Delaware's current science program kits and a list of products/services required to support a science warehouse operation. Vendors are asked to provide full kit replacement pricing in the Pricing Spreadsheet which is Appendix C. Variations between identified kits and proposed kits must be notated on the exception form and a complete kit inventory notating the variations is to be attached. The State reserves the right to request a free sample of the proposed kit for testing to confirm the kit produces the intended outcome. Vendors may propose additional science kits or common warehouse support materials/services for consideration. Proposed new science kits must include a kit inventory, applicable grades, and a lesson plan summary.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

- 2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
- 3. Complete all appropriate attachments and forms as identified within the RFP.
- **4.** Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).

B. General Evaluation Requirements

- 1. Experience and demonstrated ability to provide services related to a kit-based science curricular program or refurbishment support services.
- **2.** Capacity to meet bulk-ordering needs while offering varied quantity and high quality/durable options for a statewide science program. Vendors must have the ability to deliver resources in the established timeframes as stated in this RFP.
- **3.** Ability to provide refurbishment materials and/or refurbishment support materials that are packaged and prepared to meet the needs of the program.
- **4.** Systems are in place to provide living materials, where applicable, in support of the kit-based science program
- **5.** Cost of preparation/packaging of kit, refurbishment materials, and/or warehouse support materials.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 Del. C. §6981.

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <u>www.bids.delaware.gov</u>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed

below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Meaghan Brennan Delaware Department of Education 401 Federal Street, Ste. 2 Dover, DE 19901 Email: Meaghan.Brennan@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- **a.** Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- **b.** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- **c.** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- **d.** Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e. Has violated ethical standards set out in law or regulation; and
- **f.** Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **5** paper copies and **2** electronic copies on separate USB memory drives. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time)** on **June 4, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Meaghan Brennan DE Department of Education, Finance Office, Rm. 275 401 Federal Street, Ste. 2 Dover, DE 19901

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. DOE 2019-14" on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with <u>Executive Order # 31</u> and Title 29, Delaware Code, <u>Chapter 100</u>.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, <u>29 Del. C. § 10001, et seq.</u> ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the

legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime vendor shall be wholly

responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **May 14, 2019**. All questions should be posted on DDOE's website at: https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by the date of **May 20, 2019**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* <u>§ 6986</u>, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due

date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <u>www.bids.delaware.gov</u>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ <u>6981 and 6982</u>. Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

• Select for contract or for negotiations a proposal other than that with lowest costs.

- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Experience and demonstrated ability to provide services related to a kit-based science curricular program or refurbishment support services.	20
Capacity to meet bulk-ordering needs while offering varied quantity and high quality/durable options for a statewide science program. Vendors must have the ability to deliver resources in the established timeframes as stated in this RFP.	30
Ability to provide refurbishment materials and/or refurbishment support materials that are packaged and prepared to meet the needs of the program.	20
Systems are in place to provide living materials, where applicable, in support of the kit-based science program	10
Cost of preparation/packaging of kit, refurbishment materials, and/or warehouse support materials.	20
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter <u>6904(e)</u> Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and

solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for 18 months with 4 optional extensions for a period of one (1) year for each extension.
- b. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- **c.** The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- **d.** The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- e. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- **g.** If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- **h.** The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- i. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP 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.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

DELAWARE DEPARTMENT OF EDUCATION FINANCE OFFICE, RM. 275 401 FEDERAL STREET, SUITE 2 ATTN: MEAGHAN BRENNAN

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- **b.** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- **c.** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

- 1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

- **3.** During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - **a.** Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - **b.** The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability \$1,000,000 per occurrence/\$3,000,000 aggregate
 - **c.** If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

- **4.** The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured, <u>BUT</u> must be named as a Certificate Holder.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

I. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

At the option of, and in the manner prescribed by the Delaware Department of Education, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of

management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Delaware Department of Education elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Delaware Department of Education, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Delaware Department of Education Secretary for final and binding arbitration. Delaware Department of Education reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing

the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the 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. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section <u>711</u>, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Education.

u. Personnel, Equipment and Services

- 1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- 2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- 3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

Pursuant to 29 Del. C. <u>§6909B</u>, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. <u>§711(g)</u> for applicable established provisions.

Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

 Delaware Sex Offender Central Registry at: <u>https://sexoffender.dsp.delaware.gov/</u>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with

this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. <u>§6908(a)(6)</u>, effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. <u>§6962</u>.

Final publication of the identified regulations can be found at the following: <u>4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees</u> <u>Working on Large Public Works Projects</u>

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1. the laws of the State of Delaware;
- 2. the applicable portion of the Federal Civil Rights Act of 1964;
- **3.** the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- **4.** a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- **5.** that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. 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.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

dd. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under

this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at https://dti.delaware.gov/information/ARBtemplates.shtml. 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 Information ("DTI") Technology and published at http://dti.delaware.gov/information/standards-policies.shtml, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. 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 DDOE caused by Vendor's failure to ensure compliance with DTI standards.

ee. Accessibility Standards

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <u>https://www.doe.k12.de.us/Page/3458</u>. EIT is defined at FAR 2.101, which is available at <u>https://www.acquisition.gov/browsefar</u>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with the Department's <u>published accessibility</u> <u>standards</u>.

ff. Scope of Agreement

If the scope of any provision of the contract is determined to be 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 contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

gg. Affirmation

The Vendor 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.

hh. Audit Access to Records

The Vendor 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 Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ii. IRS 1075 Publication

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such

material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is

found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

jj. Other General Conditions

1. Current Version – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

- 2. Current Manufacture Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- **3. Volumes and Quantities** Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4. Prior Use The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5. Status Reporting The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6. Regulations All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- **7. Assignment** Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- 8. Changes No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- **9. Billing** The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- 10. Payment The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- **11. W-9** The State of Delaware requires completion of the <u>Delaware Substitute</u> Form <u>W-9</u> through the Supplier Public Portal at <u>https://esupplier.erp.delaware.gov</u> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
- 12. Purchase Orders Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE 2019-14 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 13. Purchase Card The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

14. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, will and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 No Proposal Reply Form
- Attachment 2 Non-Collusion Statement
- Attachment 3 Exceptions
- Attachment 4 Confidentiality and Proprietary Information
- Attachment 5 Business References
- Attachment 6 Subcontractor Information Form
- Attachment 7 Office of Supplier Diversity Application FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICIATION.
- Attachment 8 Delaware Department of Education Standard Contract Template
- Appendix A Minimum Response Requirements

- Appendix B Scope of Work / Technical Requirements
- Appendix C Pricing Spreadsheet

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IMPORTANT – PLEASE NOTE

• Attachments 2, 3, 4, and 5 must be included in your proposal

• Attachment 6 must be included in your proposal if subcontractors will be involved

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE 2019-14	Contract Title: Science	Kits	&
	Refurbishment Materials an	d Services	

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- 1. We do not wish to participate in the proposal process.
 - 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
- 3. We do not feel we can be competitive.
 - 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are:
- 6. We do not sell the items/services on which Proposals are requested.

7. Other:_____

FIRM NAME

SIGNATURE

We wish to remain on the Vendor's List for these goods or services.

We wish to be deleted from the Vendor's List for these goods or services.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.:DOE 2019-14CONTRACT TITLE:Science Kits & Refurbishment Materials and ServicesDEADLINE TO RESPOND:June 4, 2019 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Enter Agency Name.

					oration
COMPANY NAME		Check one)			nership
NAME OF AUTHORIZED REI	PRESENTATIVE			Indiv	idual
(Please type of	or print)				_
SIGNATURE		TITLE			_
COMPANY ADDRESS					-
PHONE NUMBER		FAX NUMBER			
					-
EMAIL ADDRESS					
		STATE OF DELAWARE			
FEDERAL E.I. NUMBER		LICENSE NUMBER			_
	Certification type(s)		-		all that
COMPANY				ply	
CLASSIFICATIONS:	Minority Business Enterprise (Ye		No
CERT. NO.:	Woman Business Enterprise (Ye	-	No
CERT. NO	Disadvantaged Business Ente		Ye	-	No
	Veteran Owned Business Enter	ned Business Enterprise (SDVOBE)	Ye		No
[The above table is for informational a	Service Disabled Veteran Owr	ied Business Enterprise (SDVOBE)	Ye	es	No
PURCHASE ORDERS SHOULD BE (COMPANY NAME) ADDRESS	SENT TO:				_
CONTACT					_
PHONE NUMBER		FAX NUMBER			_
EMAIL ADDRESS					
AFFIRMATION: Within the pa		y affiliate, any predecessor company or e deral, State, Local government suspensi			
YES NO	if yes, please explain				_
THIS PAGE SHALL HAVE O	<u>RIGINAL SIGNATURE, BE NO</u>	TARIZED AND BE RETURNED WITH Y	<u>our f</u>	PRO	POSAL
SWORN TO AND SUBSCRIB	ED BEFORE ME this	_ day of, 20			
Notary Public		My commission expires			_
City of	County of	State of			_

Attachment 3

Contract No. DOE 2019-14 Contract Title: Science Kits & Refurbishment Materials and Services

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 4

Contract No. DOE 2019-14 Contract Title: Science Kits & Refurbishment Materials and Services

CONFIDENTIAL INFORMATION FORM

□ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information			

Updated - 3/1/2019

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 5

Contract No. DOE 2019-14 Contract Title: Science Kits & Refurbishment Materials and Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
	STATE OF DELAWARE PERS	SONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR						
1. CONTRACT NO. DOE 2019-14	2. Proposing Name:	Vendor 3. Mailing Address				
4. SUBCONTRACTOR						
a. NAME	4c. Company OS					
h Mailin e Aslaha an	Certification Num	ber:				
b. Mailing Address: 5. DESCRIPTION OF WORK BY S	No 4g. Veteran Own No 4h. Service Disat Business Enterpr No	ness Enterprise Yes d Business Enterprise Yes ed Business Enterprise Yes bled Veteran Owned Yes				
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED				
6b. TITLE OF PERSON SIGNING						
PART II – ACKNOWLEDGE	MENT BY SUBCONTRACT	OR				
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED				
9b. TITLE OF PERSON SIGNING						

* Use a separate form for each subcontractor

Attachment 7

State of Delaware Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site: http://gss.omb.delaware.gov/osd/certify.shtml

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD) 100 Enterprise Place, Suite 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086 Email: osd@delaware.gov Web site: http://gss.omb.delaware.gov/osd/index.shtml

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY. THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES. AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED

Updated - 3/1/2019

Attachment 8

Delaware Department of Education Contract

RFP#

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on _____, **20**____, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and VENDOR, (VENDOR).

WHEREAS, DDOE desires to obtain certain services to ; and

WHEREAS, VENDOR desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE 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, DDOE and VENDOR agree as follows:

1. Services.

1.1 VENDOR shall perform for DDOE 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: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix ; and (c) VENDOR's response to the request for proposals, attached hereto as Appendix . The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE 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 DDOE. When DDOE 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 DDOE 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's 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 Services contemplated in this Agreement shall be completed no later than _____, <u>20</u>___.

2.2 DDOE will pay VENDOR for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix

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

2.4 VENDOR shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt.

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

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR.

3.1 VENDOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. 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 DDOE caused by VENDOR's failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless has an exception in writing. Reviewable issues are permitted. VENDOR may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at

any time for accessibility compliance, and any issues found will be the responsibility of the VENDOR to remediate.

3.3 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.

3.4 Permitted or required approval by DDOE 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. DDOE's review, approval, acceptance, or payment for any of VENDOR's 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 DDOE caused by VENDOR's performance or failure to perform under this Agreement.

3.5 Prior to performing any work under this Agreement, VENDOR and VENDOR's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware (DDOE). DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by Delaware (DDOE) for any person whose criminal history or background check results are not acceptable to DDOE, in its sole and absolute discretion. The positions anticipated include:

Project Team

Title

% of Project Involvement

3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, VENDOR will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If VENDOR fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of VENDOR is unsuitable to DDOE for good cause, VENDOR shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.7 VENDOR shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

3.9 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 the State of Delaware or any other political subdivision of the State.

3.10 VENDOR will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.11 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.12 Fair Background Check Practices - Pursuant to 29 Del. C. <u>§6909B</u> and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. VENDORs doing business with the State are encouraged to adopt fair background check practices. VENDORs can refer to 19 Del. C. <u>§711(g)</u> for applicable established provisions.

Pursuant to 31 Del. C. §309, any VENDOR, employee or contractor of a VENDOR, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

3.13 By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity.

If placed on the debarment or suspension list, the VENDOR must immediately notify DDOE.

4. Time Schedule.

4.1 A project schedule is included in Appendix

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

4.3 In the event that VENDOR fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by DDOE, 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, DDOE shall suspend the payments scheduled as set forth in Appendix

5. State Responsibilities.

5.1 In connection with VENDOR's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE 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 DDOE's designated representatives. DDOE 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 DDOE's designated representatives may be reported in writing as needed to VENDOR. It is understood that DDOE's 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 DDOE shall, without charge, furnish to or make available for examination or use by VENDOR as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

VENDOR shall return any original data provided by DDOE.

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5.6 DDOE 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 DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use VENDOR's 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, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's 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 DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 [Reserved]

OR:

□ 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 DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which VENDOR retains title, whether individually by VENDOR or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, 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 [Reserved]

OR:

☐ 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 [Reserved]

OR:

□ 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. DDOE's 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.* § 10001-10007, and as required by 11 Del.C. §4322 and other state and federal laws pertaining to confidentiality 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 DDOE in connection with the provision of the Services, VENDOR shall pass through or assign to DDOE 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 VENDOR shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the VENDOR, its agents or employees, or (B) VENDOR's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) VENDOR shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) VENDOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies VENDOR in writing of a third party claim against DDOE 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

DDOE. VENDOR will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by VENDOR; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR; (4) DDOE's 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's opinion is likely to be, held to be infringing, VENDOR shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR's entire liability with respect to infringement.

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 DDOE's 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 Delaware Department of Public Safety, may be required of any employee of VENDOR who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, VENDOR shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. VENDOR shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 VENDOR acknowledges that VENDOR and any subcontractors, agents or employees employed by VENDOR shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, 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. DDOE will not provide or pay for any liability or medical

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insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

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

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

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the, DDOE, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, DDOE elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DDOE, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

13.1 DDOE may suspend performance by VENDOR under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE 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 DDOE to resume performance.

13.2 In the event DDOE 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

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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 DDOE based on appropriated funds and approval by DDOE.

14. Termination.

14.1 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 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after VENDOR is given:

- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

14.3 If termination for default is effected by DDOE, DDOE 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 DDOE by reason of VENDOR's default.
- c. Upon termination for default, DDOE 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, DDOE 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.

14.4 If after termination for failure of VENDOR to fulfill contractual obligations it is determined that VENDOR has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

14.5 The rights and remedies of DDOE and VENDOR provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6 Gratuities.

14.6.1 DDOE may, by written notice to VENDOR, terminate this Agreement if it is found after notice and hearing by DDOE 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 DDOE with a view

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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.

- 14.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.
- 14.6.3 The rights and remedies of DDOE 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.

15. 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.

16. Assignment; Subcontracts.

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

16.2 Services specified by this Agreement shall not be subcontracted by VENDOR, without prior written approval of DDOE.

16.3 Approval by DDOE of VENDOR's request to subcontract or acceptance of or payment for subcontracted work by DDOE 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.

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

16.5 The compensation due shall not be affected by DDOE's approval of VENDOR's request to subcontract.

17. Force Majeure.

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

18. Non-Appropriation of Funds.

18.1 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 DDOE 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.

18.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. 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.* § 2301.

20. Complete Agreement.

20.1 This agreement and its Appendices shall constitute the entire agreement between DDOE 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.

20.2 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.

20.3 VENDOR may not order any product requiring a purchase order prior to DDOE's 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.

21. Global Interoperability Standards

DDOE advocates adoption by all suppliers of applicable open interoperability standards provided by the IMS Global Learning Consortium (IMS), the Ed-Fi Alliance (Ed-Fi) and the

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Common Education Data Standards (CEDS) project in order to enable safe, flexible and rapid integrations. The aforementioned standards are evolving under the governance of member organizations, which includes a majority of leading educational technology suppliers. The paragraph below describes the VENDOR agreement to implement, certify, and stay current with the latest releases of these standards, so that DDOE is not required to communicate on a standard-by-standard basis the availability and requirement to adopt these standards.

The VENDOR agrees that all products DDOE purchases will become certified as compliant with any final version of the aforementioned interoperability standards that are applicable to the products procured within six (6) months of the public release of each standard (or specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Solution would not create a security, privacy or accessibility compromise; (b) the standard can be implemented with approximately the same amount of development resource as integration approaches of similar scope and thus does not create an undue financial burden on the VENDOR; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable.

22. Data Privacy, Ownership and Protection Information

21.1 The VENDOR shall adhere to the mandates of federal, state, and local ordinances and statutes, and DDOE Policy and regulations, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA) and 15 U.S.C. 6501–6505, with regard to the protection of data made available by DDOE.

22.2 The VENDOR shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to DDOE upon its request.

22.3 The VENDOR shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The VENDOR shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted. 22.4 Upon request or at the latest, upon the cessation of the contractual relationship between DDOE and the VENDOR, all existing data in this context is to be returned to DDOE or is to be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.

22.5 In the event a breach of the obligations herein detailed or if indications of such a breach exist, the VENDOR hereby undertakes to inform DDOE of that fact without undue delay.

22.6 At the request of DDOE, DDOE or its designee may monitor the VENDORs compliance with the Agreement as it relates to data protection. Such monitoring shall only be available upon the receiver of the data executing a non-disclosure agreement. Additionally, DDOE

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agrees it will only request additional monitoring if the third party assessment (ISO/ICE 27001 certification) fails to provide satisfaction of compliance with the Agreement.

22.7 The VENDOR must provide clear notice to DDOE before making any material changes to VENDOR's privacy policy.

22.8 DDOE shall be entitled to timely access data and correct data held by the VENDOR that is factually incorrect in response to a parent/guardian request.

22.9 The VENDOR can only utilize the student data for the purposes specifically authorized by DDOE and cannot set up a personal profile of a student unless to support purposes authorized by DDOE.

22.10 The VENDOR cannot sell data or use/share data for targeted advertising to students.

22.11 The VENDOR cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by DDOE and subcontractors, partners, or other third parties agree to DDOE's Terms of Use.

22.12 DDOE's Confidential Information and all other confidential information and data relating to DDOE's business are DDOE's exclusive property, and the VENDOR therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to DDOE;
- b. At all times while this Agreement is in effect, the VENDOR will keep secret and will not disclose to any third party, take or misuse any of DDOE's Confidential Information, or any other confidential information the VENDOR acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the VENDOR will not use or seek to use any of DDOE's Confidential Information for the VENDOR's own benefit or for the benefit of any other person or business or in any way adverse to DDOE's interests;
- d. On DDOE's request or on termination of this Agreement, the VENDOR will promptly return to DDOE all its property, specifically including all documents, disks or other computer media or other materials in the VENDOR's possession or control that contain any of DDOE's Confidential Information;
- e. After termination of this Agreement, the VENDOR will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of DDOE's Confidential Information; and
- f. The VENDOR will promptly advise DDOE of any unauthorized disclosure or use

STATE OF DELAWARE Department of Education of DDOE's Confidential Information by any person or entity.

22.13 The State's data ("State Data," which will be treated by the VENDOR as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

22.14 The VENDOR is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. VENDOR must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for the VENDOR's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

22.15 As per the Delaware Department of Technology and Information the following items are also included:

- a. The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The VENDOR shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.
- b. Protection of personal privacy and sensitive data shall be an integral part of the business activities of the VENDOR to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the VENDOR shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
- c. All information obtained by the VENDOR under this contract shall become and remain property of the State of Delaware.

d. At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the VENDOR or any party related to the VENDOR for subsequent use in any transaction that does not include the State of Delaware.

22.16 Upon completion of this contract, if requested, all data will be returned in an agreed upon format that is predetermined at contract signing.

22.17 If the procured product is part of an acquisition or sold off, at the request of DDOE, the contract will be considered null and void.

23. Miscellaneous Provisions.

23.1 In performance of this Agreement, VENDOR shall comply with all DDOE policies, 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.

23.2 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.

23.3 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.

23.4 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.

23.5 VENDOR acknowledges that DDOE 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, DDOE may declare VENDOR in breach of the Agreement, terminate the Agreement, and designate VENDOR as nonresponsible.

23.6 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, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract

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price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23.7 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.

23.8 VENDOR shall maintain all public records, as defined by 29 *Del. C.* § 502(7), 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 DDOE may inspect or audit VENDOR's performance and records pertaining to this Agreement.

24. Insurance.

- 24.1 VENDOR shall maintain the following insurance during the term of this Agreement:
 - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
 - b. Commercial General Liability \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
 - c. Medical/Professional Liability \$1,000,000.00 per person/\$3,000,000 per occurrence; or
 - d. Miscellaneous Errors and Omissions \$1,000,000.00 per person/\$3,000,000 per occurrence, or
 - e. Product Liability \$1,000,000 per occurrence/ \$3,000,000 general aggregate.

VENDOR must carry (b) and at least one of (c), (d), or (e), depending on the type of service or product being delivered.

If the contractual service requires the transportation of DDOE clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- f. Automotive Liability (Bodily Injury) \$100,000/\$300,000
- g. Automotive Property Damage (to others) \$25,000

Not withstanding the information contained above, the VENDOR shall indemnify and hold harmless the State of Delaware and DDOE from contingent liability to others for damages because of bodily injury, including death, that may result from the VENDOR's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State and DDOE under any provision of this Contract.

24.2 VENDOR shall provide forty-five (45) days written notice of cancellation or material change of any policies.

24.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education 401 Federal Street, Suite 2 Dover, DE 19901

24.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

25. 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 DDOE 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 Agreement. Upon either DDOE's or the VENDOR notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, DDOE and VENDOR shall meet and confer about coordination of representation in such action.

26. Surviving Clauses.

All indemnification obligations imposed and all licenses and assignments of rights granted under this Agreement shall survive termination

27. 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.

28. 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:

CONTRACTOR VENDOR

:

DDOE:

STATE OF DELAWARE Department of Education Charles A. Longfellow Associate Secretary, Operations Support Delaware Department of Education John G. Townsend Building 401 Federal Street, Suite 2 Dover, DE 19901 Phone No. (302) 735-4040 Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Next Page for Signatures.

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

VENDOR

Delaware Department of Education

(Official of VENDOR) Project Manager Associate Secretary, Date Operations Support (or Designee)

Date

Finance Director Initials

(Official of VENDOR) Principal Investigator Team Associate Secretary Date

Date

Date

Work Group Director Initials

Appendix A: MINIMUM MANDATORY SUBMISSION REQUIREMENTS

1. Minimum Mandatory Submission Requirements

Each vendor solicitation response should contain at a minimum the following information:

- 1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
- 2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
- One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
- 4. One (1) completed RFP Exception form (See Attachment 3) please check box if no information Form must be included.
- 5. One (1) completed Confidentiality Form (See Attachment 4) please check if no information is deemed confidential Form must be included.
- 6. One (1) completed Business Reference form (See Attachment 5) please provide references other than State of Delaware contacts Form must be included.
- 7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration. If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

- 1. **5** paper copies of the vendor proposal paperwork. One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.
- 2. 2 electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy. Vendors must use the excel file as identified in Appendix C to submit pricing.

Appendix B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The successful bidder(s) will work closely with the Science Materials Resource Center manager, or designee, to provide services in the area of developing, creating, and/or packaging of science kits. In addition, the successful bidder(s) will be responsible for providing required materials to maintain supplied kits and specific packaging arrangements/services in the future. The successful vendor(s) must be prepared to support large bulk purchasing during these time periods.

Science Kits and Refurbishment Materials

Original kits and/or refurbishment materials shall be specifically prepared and packaged to support the implementation of science kits. Refurbishment materials shall be available to be purchased individually as well as in groups that are pre-packaged in specific quantities that are directly correlated to the science kit curriculum. Current science kit curricular series in use by the DE Science Coalition include, but are not limited to Full Option Science System (FOSS), Building Blocks of Science (BBOS), Science and Technology for Children (STC), Engineering is Elementary (EIE), and Teachers' Curriculum Institute (TCI).

Living Materials

Where applicable, the successful bidder(s) will also supply living materials to support the science kit implementation. The successful bidder(s) will have an established delivery system that ensures that adequate living materials are supplied to schools in a timely manner. In addition, bidders should outline their system/plan for addressing immediate replacement of living materials that are received dead.

Science Kits Refurbishment Warehouse Materials/Services

The successful bidder(s) will work closely with the Science Materials Resource Center manager, or designee, to provide services in the area of warehouse materials used to support the refurbishment process. In addition, the successful bidder(s) will be responsible for providing required materials to maintain warehouse refurbishment work in the future. The successful vendor(s) must be prepared to support large bulk purchasing and in most cases provide product within <u>two (2) weeks</u>. The successful vendor(s) may be asked to provide options around meeting unique packaging needs or providing different quantities of an item on a per need basis. Items typically used in the warehousing portion of the science program include, but are not limited to, pallets, pallet shrink wrap, stick-on card pockets, zip ties, packaging tape, trash cans, shipping totes, and plastic bags.

The following lists provide details of the State of Delaware's current science program kits and a list of products/services required to support a science warehouse operation. Vendors are asked to provide full kit replacement pricing in the Pricing Spreadsheet (Appendix C). Variations between identified kits and proposed kits must be notated on the exception form and a complete kit inventory notating the variations is to be attached. The State reserves the right to request a free sample of the proposed kit for testing to confirm the kit produces the intended outcome. Vendors may propose additional science kits or common warehouse support materials/services for consideration. Proposed new science kits must include a kit inventory, applicable grades, and if a lesson plan summary.

APPENDIX B continued EXAMPLE LIST OF SCIENCE KITS

Grade	Kit Title	Vendor(s)
Kindergarten	Trees	FOSS, Delta Education
	Push, Pull, Go	BBOS, Carolina Biological
	Weather and Me	STC, Carolina Biological
1st grade	Solids and Liquids	STC, Carolina Biological
	Catching the Wind	Engineering is Elementary, Museum of Science
	Organisms	STC, Carolina Biological
2 nd grade	Bridges	Engineering is Elementary, Museum of Science
	Soils	STC, Carolina Biological
	Insects	FOSS, Delta Education
3 rd grade	Water	STC, Carolina Biological
	Water, Water	Engineering is Elementary, Museum of Science
	Earth Materials	FOSS, Delta Education
4 th grade	Structures of Life	FOSS, Delta Education
	Magnetism & Electricity	FOSS, Delta Education
	Land & Water	STC, Carolina Biological
	-	
5 th grade	Ecosystems	STC, Carolina Biological
	Matter	DE Department of Education
	Slick Solutions	Engineering is Elementary, Museum of Science
	Astronomy	AmbitiousScienceTeaching.org (OER)
6 th arada		TCL Taachara' Curriculum Institute
6 th grade	Forces & Energy	TCI, Teachers' Curriculum Institute TCI, Teachers' Curriculum Institute
	Space Planet Earth	,
		TCI, Teachers' Curriculum Institute
7 th grade	Matter	TCI, Teachers' Curriculum Institute
i glado	Cells & Genetics	TCI, Teachers' Curriculum Institute
	Adaptations	TCI, Teachers' Curriculum Institute
8 th grade	Transformation of Energy	DE Department of Education
	Waves	TCI, Teachers' Curriculum Institute
	Weather & Climate	TCI, Teachers' Curriculum Institute
	Ecosystems	TCI, Teachers' Curriculum Institute

GRADE K

Appendix B - List of Materials & Services

Delaware WIMS Tub Packing List Kit: Push Pull & Go Tub:

Report any missing/damaged items to your district contact person.

Remarks:_

Product ID	Qty	Return Count	Bin Location	Material
	1			Kid K'nex
	1			dominoes PK/24
	12			Foam Ball assorted color
	12			Pail, Plastic, 1 quart
	1			Cube Unifex Red pk/150
1 0 7 5 1	1			Cube Unifex Blue pk/150

Appendix B - List of Materials & Services

Delaware WIMS Tub Packing List Kit: Trees Tub: 01

Report any missing/damaged items to your district contact person.

Remarks:_

Product ID	Qty	Return Count	Bin Location	Material
20498	100			6x9 Bags
2 0 4 1 5	1			Ball of String
	8			Trees Student Books
	1			Book, Our Very Own Tree
10062	1			Book, Tree, Eyewitness
1 0 5 0 3	2			shapes Sets geometric shapes, felt 6/set
1 0 2 7 6	4			leaf silhouettes, green felt, 9/set Sets
	5			leaf silhouettes - Big and Little Sets
	5			leaf silhouettes - Same Size Sets
1 0 2 7 5	5			leaf silhouettes and outlines – 1&2 Sets
1 0 2 8 5	2			Loupe magnifiers
1 0 4 2 2	1			Posters, red oak
	1			Posters, white pine

Appendix B - List of Materials & Services

		 1
1 0 4 2 0	1	Posters, A Tree Comes To Class, 4/set
	2	labes Sheets of poster labels, 2 sets/sheet
1 0 4 0 2	4	Poster library pockets for labels
1 0 4 0 5	20	Poster velcro dots
	1	Puzzle, apple tree, 6 pieces
	1	Puzzle, cottonwood tree, 6 pieces
	1	Puzzle, cottonwood tree, 9 pieces
	1	Puzzle, fir tree, 6 pieces
	1	Puzzle, maple tree, 6 pieces
	1	Puzzle, oak tree, 6 pieces
	1	Puzzle, palm tree, 6 pieces
1 0 4 4 2	1	Puzzle, pine tree, 6 pieces
	1	Puzzle, pine tree, 9 pieces
	1	Puzzle, poplar tree, 6 pieces
	10	Puzzle frames, clear plastic
	2	Tree trunk round (different trees)

	4		Card, Packages tree-part, 5 sheets/pkg
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Delaware WIMS Tub Packing List Kit: Weather & Me Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20292	1			Poster board, 29 x 73.5 cm (11 x 29")
2 0 2 5 2	3			Graph Paper 1' squares
2 0 0 8 5	1			Construction Paper Black 9"x12"
20089	1			Construction Paper Light Blue 9"x12"
	1			Construction Paper White 9"x12"
	2			Plastic Bucket
2 0 0 1 0	8			Aluminum pie plates
	30			16oz. Deli Cups
2 0 1 2 8	50			9oz. Cups
20126	10			4 oz. Plastic Cup
	31			Thermometer Fahrenheit
2 0 1 6 3	1			Fahrenheit backings pk/31
2 0 4 2 7	1			Tagboard 2" x 7" pk/31

10499	10	Sets of 9 cloud photos (3 stratus, 3 cumulus, 3 cirrus)
10382	8	Pieces of nylon fabric, 15 cm. (6 in) square
	8	Pieces of cotton fabric, 15 cm. (6 in) square
	8	Pieces of cotton-polyester fabric, 15 cm (6 in) square
	8	Pieces of wool fabric, 15 cm. (6 in) square
	31	Pieces of white fabric, 10 x 15 cm (4 x 6 in)
	1	White shoelace, 142 cm (56 in) long
	1	Shoelaces pk/31
	1	Weather Stamps, Set of 11
	1	Packing Tape Clear
	1	Transparent Tape
	1	Hole Punch
	1	Post-Its 3'x3"
	1	Post-Its 3"x5"
	2	Crayon Red pk/16
	1	Marker Red Sharpie

2 0 3 1 1	30	Rubber bands, #16
10529	1	Stamp Pad
1 0 1 5 5	1	Date Stamp
	3	Weather calendar
	1	Cotton Balls, bag of 200

Delaware WIMS Tub Packing List Kit: Wood and Paper Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10398	1			Plywood pieces, ¼" pk/5
	1			Wood samples, basswood pk/36
	1			Wood samples, particleboard pk/36
10691	1			Wood samples, pine pk/36
1 0 6 9 2	1			Wood samples, plywood pk/36
	1			Wood samples, redwood pk/36
	20			Child safety goggles
20245	1			Paper samples, cardboard, 4"x4" pk/75
20246	1			Paper samples, chipboard, 4"x4" pk/75
20247	1			Paper samples, corrugated, 4"x4" pk/75
	1			Paper samples, kraft, 4"x4" pk/75
20249	1			Paper samples, newsprint, 4"x4" pk/75
	1			Paper samples, tagboard, 4"x4" pk/75

20029	1	Basswood pieces for sanding pk/36
2 0 4 4 9	1	Thin wood pieces pk/100

Delaware WIMS Tub Packing List Kit: Wood and Paper Tub: 02

Report any missing/damaged items to your district contact person,

Product ID	Qty	Return Count	Bin Location	Material
2 0 4 9 8	25			6x9 Bags
20443	1			Transparent Tape
	500			Craft sticks
20311	200			Rubber bands, #16
10558	5			Terrarium Tanks
20294	2			Post-Its 1 1/2' x 2'
	1			Poster, particleboard
	1			Poster, plywood
	12			Dropper Plastic
	10			Screen Red Square
	1			Poster, Linden Tree
	1			Poster, Pine Tree
	1			Poster, Redwood Tree

	16		Wood and Paper Student Books
	14		Bottles w/cap 4oz.
20384	5		Sponge, Large
20128	25		9oz. Cups
20099	32		16oz. Deli Cups
20098	10		8oz. Deli Cup
	12		Fluted Containers 1 Liter
	4		Paper Clips Jumbo pk/100
2 0 4 7 7	1		Waxed Paper 75ft.
20388	10)	Teaspoon White
20244	100		Paper plates
20341	5		sandpaper, coarse grit, #50
20343	2		Sawdust (bag)
2 0 4 8 7	2		Wood shavings (bag)

GRADE 1

Delaware WIMS Tub Packing List Kit: Dark Nights Bright Days Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 7 6 2	1			Length of Day Calendar

Delaware WIMS Tub Packing List Kit: Catching the Wind (EiE) Tub: 1

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20477	1			Waxed Paper 75ft.
	1			Aluminum Foil 75ft.
2 0 5 0 5	100			3oz. Paper Cups
10738	500			Washer Metal 7/8x3/8
20503	3			Index card 3x5 blank pkg/100
2 0 1 1 1	300	0		Craft sticks
1 0 7 3 5	15			Dowel
10752	1			can opener
10736	1			Eggbeater
	10			Mechanical Pencil
20396	5			Straw Jumbo
2 0 5 0 8	300			Stick Hollow Stirring
20418	1			Fishing Line String 10lb Test

2 0 5 1 0	1	Mason Line
20446	1	Duct Tape
20443	6	Transparent Tape
	2	Cloth Felt 6x6 pk/10
20507	2	Tissue Paper pk/20
20509	2	Styrofoam Tray 8x10
20022	30	Styrofoam Ball 3"

Delaware WIMS Tub Packing List Kit: Organisms Tub: 01

Report any missing/damaged items to your district contact person.

Remarks:____

Product ID	Qty	Return Count	Bin Location	Material
20093	1			Construction Paper White 12" x 18"
20012	2			Aquarium Gravel, 5 lb bag
20258	250			Paper, White, 8 ½ x 11, 67-lb.
20489	1			Woodland terrarium soil 7 liters (7 qt.)
20379	1			Seed Starter Potting Mix 4 Gal.
20128	50			9oz. Cups
	30			9oz. Cup Lids
	1			Ladle, Plastic
20033	60			Peas
20039	60			Red Kidney Beans
20361	60			Pumpkin Seeds
20364	60			Sunflower Seeds
	32			Dots Assorted in Color

2 0 1 7 2	1	fish food, 20 g. (3/4 oz.)
20281	34	Plant stakes
20282	36	Planter labels
20294	4	Post-Its 1 1/2' x 2'
20297	1	Post-Its 4"x6"
2 0 3 0 4	34	Planter Rings
20429	1	Tap Water Conditioner, Bottle, 60 ml. (2 oz.)
	4	China Marker Red
20498	30	6x9 Bags
20443	4	Transparent Tape
1 0 5 8 0	1	Thermometer, Aquarium 1
20462	1	Class Planter Tray Lids
20287	8	Plates, Plastic

Delaware WIMS Tub Packing List Kit: Organisms Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 7 5 4	8			Aquarium Tank Lids 1 Gal.
1 0 7 5 5	8			Terrarium Lids Circular Top
	8			Plastic Bucket
1 0 2 4 3	30			Hand lense
	2			Plant mister bottle
	8			Terrarium Tanks
	8			Plastic Bucket Lid
	2			Net, Aquarium, 2''
1 0 5 5 7	8			Aquarium Tanks 1 gal.
2 0 1 8 5	50			Plastic Gloves
20388	32			Teaspoon White
	3	-		Aquarium Gravel, 5 lb bag

Delaware WIMS Tub Packing List Kit: Solids and Liquids/STC Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10266	90			Address Labels 1"x3"
20092	1			Construction Paper White 9"x12"
20463	30			Trays Clear
	15			Tubs Plastic
	1			Rulers Metric pk/15
20116	60			9oz. Cup Lids
20128	100			9oz. Cups
	45			2 1/2oz. Plastic Cups
2 0 5 0 D	150		1	Taster Spoon
2 0 5 0 1	15			Spoon Blue Heavy Duty
20396	30			Straw Jumbo
20393	60			Stirring sticks
1 0 3 1 5	1			Measuring Cups, Pack of 4 (4 oz.)

	1		Crayon, Set of White, Brown, Copper, Blue, Red, Peach & Silver
	1		Cup Lids pk/15
	1		Balls, Ping-Pong, Pack of 15
	1		Stainless Steel Balls pk/15
	1		Bobby Pins, Pack of 15
	1		Buttons, Metal, Pack of 15
	1		Buttons, Plastic, Pack of 15
	1		Corks, Large, Pack of 15
	30		Crayon, Black
	1		Cubes, Transparent, Pack of 15
	1		Cylinders, Transparent, Pack of 15
1 0 2 3 5	1		Golf Tees, Red Wood, Pack of 15
10263	1		jewels Pack of 15 Red Octagon Jewels
10288	30	i.	Magnets
	1		Marker Black Sharpie
1 0 3 5 2	1		Steel Nuts 7/16" pk/15

1 0 3 8 4	1	Pipe Cleaners Red pk/15
	1	Sponge Blue pk/15
1 0 6 7 0	1	Washers, Brass, Pack of 15
10673	1	Washers, Steel, Pack of 15
	1	Wood Cube Beads Blue pk/15
20235	1	Paper Clips Jumbo pk/100
20296	1	Post-Its 3"x5"
1 0 6 2 4	15	Unifex Cubes Blue

Delaware WIMS Tub Packing List Kit: Solids and Liquids/STC Tub: 02

Report any missing/damaged items to your district contact person.

Remarks:_

Product ID	Qty	Return Count	Bin Location	Material
	5			Screen set of 3 white
20477	1			Waxed Paper 75ft.
2 0 4 9 8	30			6x9 Bags
	15			Blue Rubber Balls
	30			Hand lense
20480	1			White Glue
20368	1			Shampoo, Green Transparent
20466	1			Vegetable Oil
20369	1			Shampoo, Red Transparent
2 0 2 1 4	2			Light Corn Syrup

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Delaware WIMS Tub Packing List Kit: Solids and Liquids/FOSS Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20498	50			6x9 Bags
2 0 3 1 1	100			Rubber bands, #16
1 0 6 2 4	15			Unifex Cubes Blue
1 0 0 3 1	5			Basins
	5			Screen set of 3 white
10518	1			Sponge Blue pk/15
	1			Cube, Acrylic, Pack Of 15
	1			Clear Cylinders pk/15
	1			Set of posters, liquid properties, 6/set
1 0 4 8 5	1			Screws Metal pk/40
	4			Triangles pk/10
10613	4			Tubes, plastic, 2"long pk/10
10688	4			Wood cylinders, 1 1/2"x 1" diameter pk/10

Carrier and the second se		
1 0 2 1 4	16	Solids and Liquids Foss Student Books
	4	Cloth pieces, knit, 4" squares pk/10
20484	4	Wire, #14 solid, insulated, 5" pk/10
	6	liquid properties A,B,C,D,E 6 cards/sheets
	1	Transparencies, screens
	1	Aluminum Foil 75ft.
	1	Candy, Hard Mints, Bag of 30
	1	Cornmeal, 12.5 oz.
	1	Food Coloring, Pack
	1	Lima Beans
	1	Pinto Beans
	1	Beans, Mung, 12.5 oz
	1	Rice, 12.5 oz
	1	Salt, Rock, 1lb
	100	Craft sticks
20396	100	Straw Jumbo

20454	1	Toothpaste, Tube, 6oz.
2 0 1 2 0	100	5oz. Paper Cups
20058	1	Cardboard pieces, 3" squares pk/100

Delaware WIMS Tub Packing List Kit: Solids and Liquids/FOSS Tub: 02

Report any missing/damaged items to your district contact person,

Product ID	Qty	Return Count	Bin Location	Material
	59			Bottles w/cap 4oz.
	6			Scoops, 25 ml
	8			Beaker, plastic, tri-pour, 50-ml
	1			Bottle brush
	12			Vials, 7-dram, with caps
1 0 6 3 4	12			Vials, 12-dram, with caps
	25			Bottles 5 each(oil,syrup,softner,hand soap & green dish liquid)
1 0 2 2 5	5			Funnel
2 0 0 9 7	5			Deli Cup Lid
20098	18			8oz. Deli Cup
20099	27			16oz. Deli Cups
2 0 1 0 0	8			32oz. Deli Cup
	25			9oz. Cups

20388	10		Teaspoon White
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GRADE 2

Delaware WIMS Tub Packing List Kit: Insects Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 7 2 1	1			Netting for Cage (Blue)
20016	40			10x12 Bags
20311	100			Rubber bands, #16
10558	2			Terrarium Tanks
20364	1			Sunflower Seeds
10243	30			Hand lense
	1			Bottle brush
2 0 1 1 6	36			9oz. Cup Lids
	2			Paintbrush
	4			Class Calendar, laminated, 35x50 cm
	1			Dowel w/pointed end ¾" diameter
1 0 3 9 4	1			Plastic forceps
	1			Hole Punch

10432	1	Pushpins
10634	72	Vials, 12-dram, with caps
	1	Duplication Masters, 27/set Set of
10553	1	Syringe Calibrated 30cc
	1	Tubing Flexible pk/10
	16	Insects Student Books
	1	Butterfly Cage (4 dowels, 1 net, 2 trays, 1 vial holder)
	2	Cap (drilled) and washer (rubber) sets
	8	Cardboard pieces (4" x 12")
	1	Container, plastic w/handle
	2	Jars, plastic w/lid 2-liter
	1	Screen, Medium Guage
10475	4	Scre'en for cricket cage (3" x 6")
	1	Bag, Plastic, (6'' x 3'' x 15'') pk/24
	50	9oz. Cups
2 0 1 1 0	1	Cotton Balls, bag of 200

2 0 2 0 8	147	Labels
	1	Netting (23 cm x 150 cm)
2 0 0 1 3	1	Baby Food/Oatmeal
20186	2	Glycerin 4 oz. bottle
2 0 2 4 4	100	Paper plates
20334	1	Sand, coarse (2 lb. bag)
2 0 4 7 0	1	Vial seeds, cricket food
20360	1	Potting Soil Mix

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Delaware WIMS Tub Packing List Kit: Bridges (EiE) Tub: 1

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20394	50			Straw Unwrapped Giant
20498	15			6x9 Bags
1 0 7 5 3	2			mînî car
20396	200			Straw Jumbo
20443	6			Transparent Tape
2 0 2 0 1	2			index Cards 3"x5"
20075	1			Clay, Modeling
20111	200			Craft sticks
2 0 1 2 8	50			9oz. Cups
2 0 5 1 1	2			index card 5x8
20236	2			Paper Clips Regular
2 0 2 3 5	2			Paper Clips Jumbo pk/100
2 0 5 1 0	1			Mason Line

2 0 5 1 2	Bag of Nuts
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Delaware WIMS Tub Packing List Kit: Soils Tub: 01

Report any missing/damaged items to your district contact person.

Remarks:___

Product ID	Qty	Return Count	Bin Location	Material
2 0 1 1 4	200			1oz. Paper Souffle Cups
20111	30			Craft sticks
20393	240			Stirring sticks
20498	16			6x9 Bags
20093	1			Construction Paper White 12" x 18"
20275	15			Pipettes
	30			Hand lense
	1			Wooden dowel, approx. 3 x 20 cm (1 ¼" x 8")
1 0 2 4 7	3			Hole Punch
	30			Plastic funnels
	1			Tubes With Snap on Lids pk/75
	1			Tube Open at Both Ends pk/45
	2			Tube Large pk/15

	~	
	1	Crayons Assorted
20463	30	Trays Clear
20388	8	Teaspoon White
20128	100	9oz. Cups
2 0 4 8 8	2	Wooden tongue depressors
	15	Cardboard Trays
	1	Sand, Bag, 5lbs
	1	Bucket of Clay
20196	1	Humus
2 0 1 1 7	30	Planting Cups, 6 cm. (2 ¼") high
	75	Cucumber Seeds
	1	Cotton Balls, bag of 200
	1	Index Cards 3"x5"
2 0 2 3 8	80	Paper Coffee Filters No. 2

GRADE 3

Delaware WIMS Tub Packing List Kit: Earth Materials Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	8			FOSS trays
	1			Duplication masters (8) Assessment Materials
	16			Earth Materials Student Books
	1			Box for reference rocks and minerals
	1			Bag of reference rocks and minerals (13/set)
20162	60			Evaporating dishes
	8			Pegmatite
	44			Vials, 12-dram, with caps
20497	40			3"x5" bags
2 0 4 7 5	1			Vinegar Bottle
20244	35			Paper plates
20007	1			Alum, Bottle
	1			Flour, Bag

N		
20179	1	Food Coloring, Pack
20193	1	Gravel, Green, ½ cup
	1	Gravel, Red, ½ cup
	1	oyster shell pieces 200 grams
20235	1	Paper Clips Jumbo pk/100
20294	4	Post-its 1 1/2' x 2'
2 0 3 1 8	1	Salt
2 0 3 3 5	1	Sand, Coarse, 2 Cups
	20	Ceramic tiles
	45	Nails, 16D common
20498	25	6x9 Bags
1 0 3 3 3	2	Mineral Sample - Calcite small pk/5
10332	2	Mineral Sample - Calcite pk/5
	2	Mineral Sample - Feldspar pk/5
	2	Mineral Sample - Fluorite pk/5
10336	2	Mineral Sample - Gypsum pk/5

10337	2		Mineral Sample - Hornblende pk/5
10338	2		Mineral Sample - Mica pk/5
	2	0	Mineral Sample - Quartz pk/5
1 0 4 5 2	2		Rock Sample - Gray Granite pk/5
	2		Rock Sample - Pink Granite pk/5
	4		Rock Sample - Limestone pk/5
1 0 4 5 4	2		Rock Sample - Marble pk/5
10456	2		Rock Sample - Sandstone pk/5
1 0 4 5 1	1		Rock Sample - Basalt pk/10

Delaware WIMS Tub Packing List Kit: Earth Materials Tub: 02

Report any missing/damaged items to your district contact person,

Product ID	Qty	Return Count	Bin Location	Material
	30			Child safety goggles
2 0 4 7 5	1			Vinegar Bottle
	8			Balance
	8			16oz. Deli Cups
20128	16			9oz. Cups
	1			Beaker, 1 liter
1 0 2 4 3	30			Hand lense
	8			Syringe 60 cc
20498	8			6x9 Bags
	8			Weights set
1 0 5 6 3	8			Tape Measures

Delaware WIMS Tub Packing List Kit: Water Tub: 01

Report any missing/damaged items to your district contact person,

Product ID	Qty	Return Count	Bin Location	Material
	1			Poster, Waterworks
	1			Poster, Water Cycle
2 0 3 8 0	1			Potting Soil Mix
	8			Cafeteria Tray
10217	16			Water Student Books
10457	1			Rods, acrylic, 1/8"x15" pk/10
2 0 1 7 7	1			Aluminum Foil 75ft.
2 0 4 7 7	1			Waxed Paper 75ft.
	10			Bottles, glass, 2oz.
20192	1			Gravel, Container
2 0 3 2 0	1			Kosher Salt
	3			Dispensing bottles, plastic, w/cap, 500-ml
	75			Disks Large 5-cm pk/75

	1	Ice cube tray
20384	8	Sponge, Large
	36	Vials, 7-dram, with caps
	20	Vials, soft, 50-ml, w/caps
20128	50	9oz. Cups
	20	Filter cups, with holes
	1	Lids, Dome pk/72
	20	16oz. Plastic Cups
	20	Deli Cup Lid
	25	Craft sticks
	5	Post-its 1 1/2' x 2'
20406	1	Straws Clear Thin pk/50
	24	Binder Clips, Medium
	20	Clothes pin
	36	Dropper Plastic
	2	Marker Black Sharpie

10495	1	Set of Objects, 2 wooden beads, 2 corks
1 0 5 3 8	10	Rubber Stoppers #1 w/hole pk/10
20179	1	Food Coloring, Pack
2 0 3 1 1	25	Rubber bands, #16
2 0 4 1 5	1	Ball of String
20062	50	Coffee Filters

Delaware WIMS Tub Packing List Kit: Water Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 2 1 2	16			Measurement Student Books
20190	1			Gravel
	8			Balances
	8			Basins
2 0 0 9 9	16			16oz. Deli Cups
2 0 1 0 0	8			32oz. Deli Cup
2 0 1 2 8	50			9oz. Cups
10039	1			Beaker, 1 liter
	5			Vials, 7-dram, with caps
	5			Vials, 12-dram, with caps
	16			Hand lense, Plastic, 3 magnifications
	1			Paper Clips Jumbo pk/100
	2			Paper Clips Regular

20385	1	Sponge Small pk/8
20396	50	Straw Jumbo
	8	Beaker, 100 ml
1 0 5 5 4	8	Syringe 60 cc
	8	Thermometer, *C
10238	8	Graduated Cylinder
	2	Pitchers
	2	Post-its 1 1/2' x 2'
	1	Measuring Spoon set of 5
20497	24	3"x5" bags
	1	Gram pieces pk/200
1 0 3 2 5	8	Meter Tape
	1	Plastic chips pk/10
	2	Sets of Mass pieces 35/set (20-5g, 10-10g, 5-20g)
	1	Washers Medium pk/10
	1	Wooden Squares pk/10

20498	6x9 Bags
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Delaware WIMS Tub Packing List Kit: Water Water (EiE) Tub: 1

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	10			Tubs Plastic
2 0 1 9 0	2			Gravel
5 0 5 1 5	2			sand marine 2lb bag
2 0 3 8 0	1			Potting Soil Mix
20513	50			20oz. Plastic Cups
20109	1			Cornstarch
10312	1			Measuring Cup, ½ cup
	1			Plastic funnels
	1			Measuring Spoon Metric Set
	1			Masking ⊺ape
20436	1			Packing Tape Clear
20514	30		, t	Tea Bag
2 0 0 8 2	100			Coffee Filters

	1	Marker Black Sharpie
1 0 5 3 7	8	Rubber Stopper #4 One Hole
2 0 3 4 4	20	screen Square pieces of fiberglass screen, 10 cm (4") square
20064	1	Cheesecloth, 2-meter piece
2 0 1 1 0	1	Cotton Balls, bag of 200

Delaware WIMS Tub Packing List Kit: Human Body Tub:

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20502	2			Owl Pellets pk/6

Delaware WIMS Tub Packing List Kit: Human Body Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	4			Bottles w/cap 4oz.
20415	1			Ball of String
20111	50			Craft sticks
2 0 3 1 1	25			Rubber bands, #16
	1			Measuring Spoon Metric Set
20495	10			12'x15" Bags
	4			Cords Mason Line
	16			Human Body Student Books
1 0 4 2 1	2			Posters, Arm and Hand, Human Skull, Leg and Foot, Human Torso
10378	1			Photo, human skeleton
10594	2			Transparencies of muscles
1 0 3 2 5	8			Meter Tape
	20			Binder Clips, Small

()		
	1	 Dowels, long for falling cup pk/18
	2	Dowels, short, w/holes pk/20
10264	16	Jump ropes
10342	1	Model joints (hinge, mallet)
	1	Rubber tubes, no hole pk/64
	1	Rubber tubes, w/holes pk/25
	40	Popsicle stick pieces
	1	Popsicle sticks, w/holes pk/40
	4	Vials, 12-dram, with caps
	16	Bones, Plastic, Rat, Set/3
	16	Bones, Plastic, Chicken, Set/2
20099	6	16oz. Deli Cups
	30	Puzzle, Mr. Bones
	1	Bag Plastic bags (6 x 16) pk/8
	25	6x9 Bags
20464	75	Twist ties, 10 cm

20453	1	Thumbtacks
2 0 2 3 5	1	Paper Clips Jumbo pk/100
20236	2	Paper Clips Regular
20239	4	Brass Fasteners
20314	70	Rubber Bands #64
20160	4	Envelopes, letter size
20132	1	Cups and lids w/holes pk/20
2 0 1 4 8	100	Dots Blue ¾"
20201	1	Index Cards 3"x5"
20432	8	Masking Tape
20457	1	Toothpicks Wooden
20294	1	Post-Its 1 1/2' x 2'
20274		

GRADE 4

Delaware WIMS Tub Packing List Kit: Structures of Life Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 2 1 5	8			Structures of Life Student Books
2 0 1 9 0	2			Gravel
10016	4			Balance
	2			Basins
1 0 5 6 0	4			Tank Square Bottom
	2			Tank Lids Flat Top
1 0 5 2 7	1			Sprouter
2 0 1 1 6	10			9oz. Cup Lids
2 0 1 2 8	25			9oz. Cups
	25			8oz. Deli Cup
20099	1			16oz. Deli Cups
20097	25			Deli Cup Lid
	1			Plant mister bottle

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2 0 2 0 0	4		Hydroponic plant holders
2 0 1 5 5	500		Dots, Yellow or White, ¾"
10132	2		Crayfish Houses (4/set)
	1		Measuring Spoon Metric Set
	1		Brush
20446	1		Duct Tape
	80		Large Washer
2 0 2 0 5	8		Knife Plastic
20388	10		Teaspoon White
20235	1		Paper Clips Jumbo pk/100
20082	50		Coffee Filters
	1		Post-Its 1 1/2' x 2'
20396	50		Straw Jumbo
	1		Meter Tape
2 0 0 6 1	1		Cat Food, Bag
20228	1		nutrient powder, bag

20290	2	Popcorn Seeds
20345	4	Bush Beans
20416	1	Yarn Colored Lengths (4/pack)
	2	Peas
20364	2	Sunflower Seeds
20036	2	Lima Beans

Delaware WIMS Tub Packing List Kit: Land and Water Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	8			Clear Plastic Box with Drain Hole
2 0 1 9 0	4			Gravel
20373	16			Small absorbent pads
20001	16			Absorbent Pad, Large
10278	6			Lids for Clear Plastic Box with Drain Hole

Delaware WIMS Tub Packing List Kit: Land and Water Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 1 9 0	1			Gravel
	1			Bucket of Clay
1 0 3 6 1	8			Plastic Bucket
	2			Lids for Clear Plastic Box with Drain Hole
2 0 3 7 1	1			sheeting Roll of clear plastic sheeting
20196	1			Humus
1 0 0 3 9	1			Beaker, 1 liter
1 0 3 9 5	1			Plastic funnel, 6"
20185	2			Plastic Gloves
	1			Bottle brush
20337	1			Sand, Marine, 1lb
	1			Kite String
	250			Craft sticks

	1	stopper Pack of 8 rubber stoppers, size 00
10526	1	sprinkler heads, Pack of 8
2 0 3 0 6	1	Rubber Bands #117B (pkg. of 8)
2 0 4 5 7	1	Toothpicks Wooden
20437	1	Electrical Tape
20388	8	Teaspoon White
	8	Marker Black Sharpie
	8	China Marker Black
	1	Cubes, Plastic, Centimeter, Pack of 48
20465	1	Ultra velcro loop/hoop strip
20465	1	Ultra velcro loop/hoop strip
	1	Mustard Seed
20363	1	Rye Seed
20148	8	Dots Blue ¾"
20153	1	Dots, Red ¾"
2 0 0 6 5	1	Chopsticks (pack of 8)

Delaware WIMS Tub Packing List Kit: Land and Water Tub: 03

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20190	2			Gravel
1 0 5 4 4	15			Land and Water Student Books
	60			Address Labels 1"x3"
	1			Land & Water Photography Pack (8 sets of 9 cards)
10462	8			Blue Ice Packs
10238	40			Graduated Cylinder
20284	1			Plastic Wrap, Clear, Extra Wide, Roll
20396	16			Straw Jumbo
20189	50			1oz. Graduated Cups
	8			Marker 4/pk
10243	16			Hand lense
10522	1			Spreader pk/8
10139	8			Crayon, Pack of 6

2 0 4 9 5	1	12'x15" Bags
1 0 3 9 1	1	Plant mister bottle
20136	1	cups Pack of 8 plastic cups (9-oz with one small hole)
20135	1	cups Pack of 8 plastic cups (9-oz with one large hole)
20137	1	cups Pack of 8 plastic cups (9-oz with three small holes)
20128	8	9oz. Cups

Delaware WIMS Tub Packing List Kit: Land and Water Tub: 04

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20325	1			Sand

Delaware WIMS Tub Packing List Kit: Magnetism and Electricity Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 1 4 9	250			Dots Blue 1/2"
20498	10			6x9 Bags
20239	1			Brass Fasteners
	160			Large Washer
1 0 5 6 3	8			Tape Measures
	4			Balance
	8			Cell holders, FOSS
	8			Circuit bases, FOSS
1 0 5 5 0	8			Switches, FOSS
	16			Magnetism and Electricity Student Books
10173	1			Duplication masters (set of 7)
	20			Bulbs
	16			Bulb holders

	36	Magnet - Donut
10289	8	Magnets-on-a-post
	9	Motors
	8	Rivets w/rubber washers
1 0 5 3 1	8	Steel strips
	8	Telegraph lines
	50	Spacers (plastic counters)
	400	washer Small washers (4 vials)
	1	Wire stripper
	8	Compass, magnetic, 2" w/instructions
	8	Cords Mason Line
20224	8	Mystery board, cardboard
	8	Box, 7" x 5 ½" x 1 ½"
	16	Battery D Cell
	1	Iron Filings, bottle
20485	1	Wire, #20, 150 cm

20486	1	Wire, #24, 150 cm
20128	25	9oz. Cups
20286	8	Paper Plates 6''
2 0 4 4 8	1	Test Objects, Bag of 8 Sets

GRADE 5

Delaware WIMS Tub Packing List Kit: Matter Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 5 2 9	1			Yellow dish soap
20063	1			Calcium Carbonate
20466	1			Vegetable Oil
2 0 1 0 7	1			Corn Syrup, Light, 16-oz
2 0 5 4 1	1			Club Soda
2 0 2 8 3	1			Plaster of Paris
20475	3			Vinegar Bottle
	1			Petroleum Jelly
2 0 5 4 2	1			Cork Shredded
20206	1			Kool-Aid
20223	48			Balloons
20126	100			9oz. Cups
2 0 1 1 6	50			9oz. Cup Lids

10768	30	Googles
	10	Cubes, Plastic, Centimeter, Pack of 48
1 0 2 4 3	30	Hand lense
	30	Bag 8x10
20534	1	Blue Mini Measuring Spoon pk/8
1 0 2 2 4	8	Funnel stands
10757	8	^ Magnetic Wands
	8	Screen, Large gauge
1 0 4 7 7	8	Screen, Medium Guage
	8	Syringe 60 cc

Delaware WIMS Tub Packing List Kit: Matter Tub: 02

Report any missing/damaged items to your district contact person

Product ID	Qty	Return Count	Bin Location	Materiat
1 0 5 5 7	8			Aquarium Tanks 1 gal.
20763	2			Sand Marine 2 lbs
	1			Gravel
2 0 3 2 0	1			Kosher Salt
	1			Cornstarch
2 0 5 4 3	1			Sugar 1lb Box
	3			Baking Soda
	1			Distilled Water
20051	1			Calcium chloride
20235	1			Paper Clips Jumbo pk/100
	1			Citric Acid, Container
	1			Beverage Warmer
10762	50			2 oz. cup lids

	100	
	100	2 oz. cups
20008	25	Aluminum pans
20168	1	Filter Paper Disks, Box of 100
2 0 4 3 2	1	Masking Tape
2 0 4 0 1	50	Straws, flexible, wrapped
	8	Glow Sticks
2 0 2 0 2	1	 lodine
	24	Steel washers (1/2 inch)
	100	Coffee Stirrers
20275	16	Pipettes
	8	Test Tubes Plastic with Cap
10199	1	Forceps
20269	1	PH Test Strips
1 0 7 5 8	8	Metal Spoon
	. 42	Bottle w/cap, 4 oz.,
2 0 5 3 9	1	alcohol swab pk 100

Delaware WIMS Tub Packing List Kit: Astronomy Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20093	50			Construction Paper White 12" x 18"
20256	50			Three Hole Graph Paper
	10			Large Marbles
10298	10			Marbles
	10			Dry Erase Board
	10			Flash Lights
	20			Colored Pencils
	10			Glue Sticks
	20			9x12 bags
	100			Pushpins
2 0 4 1 5	2			Ball of String
2 0 2 1 2	1			Light Bulb, Clear, 60w
1 0 5 6 3	1			Tape Measures

	1	Chalk, Sidewalk, 4 Color Set
20295	100	Post-Its 3'x3"
	10	Marker 4/pk
	1	Clamp Lamp

Delaware WIMS Tub Packing List Kit: Astronomy Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 1 2 0	20			Clipboards
20031	20			Battery D Cell
20145	300			Dots Assorted in Color
20432	2			Masking Tape
	1			Plunger
	20			Styrofoam Ball 3"

Delaware WIMS Tub Packing List Kit: Ecosystems Tub: 01

Report any missing/damaged items to your district contact person.

Remarks:_

Product ID	Qty	Return Count	Bin Location	Material
20380	1			Potting Soil Mix
2 0 1 9 0	2			Gravel
	15			Ecosystems Student Books
	10			pH charts
	1			Beaker, 1 liter
1 0 2 2 6	6			Funnels
20128	50			9oz. Cups
	8			Net, Aquarium, 2"
	15			Rulers
	8			Measuring Spoon Metric Set
	16			Hand lense
	15			Binder Clips, Medium
2 0 3 8 8	16			Teaspoon White

20275	15	Pipettes
20179	1	Food Coloring, Pack
1 0 5 8 0	1	Thermometer, Aquarium 1

Delaware WIMS Tub Packing List Kit: Ecosystems Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20190	3			Gravel
2 0 3 8 0	1			Potting Soil Mix
	13			Terrarium Tanks
1 0 7 5 5	13			Terrarium Lids Circular Top
20475	1			Vinegar Bottle
	1			Salt
20189	50			1oz. Graduated Cups
20436	1			Packing Tape Clear
20429	1			Tap Water Conditioner, Bottle, 60 ml. (2 oz.)
20279	1			plant fertilizer, 240 ml (8 oz.), container
10300	15			Marker Black Sharpie
20269	3			PH Test Strips
2 0 3 4 4	22			screen Square pieces of fiberglass screen, 10 cm (4") square

Seeds, Package of grass, alfalfa, and musta	ard seeds (600-650
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Delaware WIMS Tub Packing List Kit: Slick Solutions (EiE) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10745	2			transparency acetate
20526	1			cloth felt 9x12 yellow pk/10
2 0 1 9 0	2			Gravel
20329	1			Sand, Bag, 2lbs
20380	1			Potting Soil Mix
20099	50			16oz. Deli Cups
	1			measuring pitcher
2009	20			Aluminum Cake Pan
	2			bucket
20384	10			Sponge, Large
	1			colander plastic
20498	20			6x9 Bags
	30			Wooden tongue depressors

20275	20	Pipettes
20388	30	Teaspoon White
2 0 2 0 1	1	Index Cards 3"x5"
	13	vial 7-dram vials w/caps
	1	Measuring Spoon set of 5
2 0 5 3 2	1	ribbon
2 0 5 3 0	1	food coloring black 2oz
2 0 1 7 8	1	Food Coloring Blue
	1	sprinkler head
1 0 3 7 6	1	pH charts
20443	1	Transparent Tape
20533	100	rubber bands #33
	100	Coffee Filters
2 0 5 3 7	1	Glass Cleaner
20538	1	Lemon Juice
2 0 5 2 9	1	Yellow dish soap

20466	1	Vegetable Oil
20064	1	Cheesecloth, 2-meter piece
20110	1	Cotton Balls, bag of 200

Delaware WIMS Tub Packing List Kit: Motion & Design Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 1 4 5	60			Dots Assorted in Color
1 0 3 6 2	11			Plastic Bucket Lid
2 0 3 1 4	40			Rubber Bands #64
10669	30			Large Washer
10361	11			Plastic Bucket
1 0 3 1 6	1			Measuring Tape Metric pk/10
	1			Marker Black Sharpie
	1			Template, Circle, Pack of 10
	1			Timers
	1			Brass Eyelets pk/25
10426	1			Propellers pk/11
	1			screw hooks Pack of 11 screw hooks
10672	1			Small Washers

1 0 5 1 3	10	Small bookend with non-slip base
2 0 2 6 0	10	Colored Pencils
20235	1	Paper Clips Jumbo pk/100
20121	10	1oz. Plastic Cups
20410	1	Nylon Braided Casting Line 60 yd spool
	3	Adding machine tape
2 0 3 1 1	100	Rubber bands, #16

Delaware WIMS Tub Packing List Kit: Motion & Design Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10545	15			Motion and Design Student Books
10530	1			STC set KNEX building pieces
	1			Wooden Blocks pk/20
	1			Cardboard, Fine, Pack of 10 (8 1/2 x 11")
20256	1			Three Hole Graph Paper

MIDDLE SCHOOL

Delaware WIMS Tub Packing List Kit: Forces & Energy (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 2 5 6	2			Three Hole Graph Paper pk/100
T 0 5 0 6	4			Container, Plastic Shoe box (W/ Lid)
10397	1			Pliers, Needle-Nose
10484	1			Screwdriver Phillips Head
1 0 6 8 4	1			Wire Stripper
20482	1			Wire Roll (100 feet) #22 Coated Hook-up Wire
10739	8			Alligator Clip insul. 18" pk. of 2
1 0 7 8 5	8			Bolts 9/16 x 1 1/2
	8			Test Tubes, Plastic W/ Cap
20533	50			Rubber Bands, #33
10783	1			Balance, Digital, Small, 600g (TCI)
20769	4			Flashlight, Hand Crank
10592	12			Timers

10776	8	Bar Magnets, pk. of 2
	8	Magnet, neodymium
20432	8	Tape, Masking
20415	1	String, cotton
20766	6	Bubble Solution
20443	8	Tape, Transparent
10782	1	Bath Towel
2 0 1 1 0	2	Cotton Balls
1 0 7 8 1	8	Stress Ball
1 0 3 8 3	8	Pieces of Wool Fabric, 15 cm. (6 in) Square
10786	4	PVC Pipe, 2 ft.

Delaware WIMS Tub Packing List Kit: Forces & Energy (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20765	4			Cardboard 20" x 25"
1 0 5 0 6	4			Container, Plastic Shoe box (W/ Lid)
10428	1			Protractor
2 0 7 6 8	1			Earbuds
10784	12			Bulbs, LED
20236	2			Paper Clips, Regular
1 0 3 0 0	12			Marker, Black Sharpie
1 O 7 7 8	8			Balls, Nylon 1"
	8			Balls, Hollow 1"
10780	8			Balls, Solid 1"
10146	4			Cubes, Plastic, Centimeter, Pack of 48
10775	8			Halls Carriage
1 0 0 3 4	12			Battery Holders

20031	12	Battery, D Cell
20767	4	Iron Filings, 200g
1 0 5 6 2	8	Tape Measure
20403	50	Straws, Jumbo, Wrapped
20024	96	Balloons, 9''
20764	8	Pipe Insulation

Delaware WIMS Tub Packing List Kit: Space (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	8			Flashlight
20809	400			Bags, sandwich
10816	2			Medicine ball, 2 lb
20807	200			Cups, Paper, 3 oz
	8			Jar, plastic with lid
20395	200			Straws, Flexible
20810	24			Packing peanuts, 1 cup
	8			Ball, Rubber
2 0 1 1 0	4			Cotton Balls

Delaware WIMS Tub Packing List Kit: Space (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20244	1			Plates, Paper
	400			Craft sticks
20031	8			Battery, D Cell
20281	34			Skewers, Bamboo
1 0 8 1 2	32			Marbles, small
1 0 8 1 3	8			Marbles, large
1 0 8 1 4	1			Ball, Tennis
10815	1			Ball on string
20803	4			Tape, Masking (red)
20804	6			Yarn, Red
20806	3			Balloon, pack 100
20806	6			Rubber Bands, #54
	6			Mirror, 3"x5"

	8	Marker, Black Sharpie
1 0 3 1 7	16	Measuring Tapes
10428	16	Protractor
2 0 4 0 8	4	String, Kite
20432	4	Tape, Masking
	16	Globe, stress ball
20201	4	Index Cards, pack, 3"x5"
	2	Feathers
2 0 0 2 2	2	Ball, Styrofoam 3'' (pk10)
2 0 8 0 5	1	Ball, Styrofoam 3'' (with hole)

Delaware WIMS Tub Packing List Kit: Planet Earth (TCl) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 7 8 0	4			Modeling Dough, green
20085	1			Construction Paper, Black 9"x12"
20779	4			Construction Paper, Pastel 9"x12"
20778	4			Stickers, gold foil
2 0 4 7 7	1			Waxed Paper 75ft.
20285	1			Plastic Wrap, Clear
1 0 4 2 8	8			Protractor
10788	1			Money set (TCI)
1 O 7 8 9	250			Counting Chips, Red
	250			Counting Chips, Yellow
10791	250			Counting Chips, Blue
1 0 7 8 3	2			Balance, Digital, Small, 600g (TCI)
2 0 7 8 3	2			Glue, superglue

20784	10	Scrubber pad, green
20777	100	Straw, Bubble (TCI)
2 0 1 2 3	100	Cups, Plastic 16 oz

Delaware WIMS Tub Packing List Kit: Planet Earth (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 7 8 1	4			Modeling Dough, red
20771	10			Tray, planter
20773	250			Cardboard, sheet
2 0 7 7 4	60			Rubber bands, #105
20275	100			Pipettes
20432	4			Tape, Masking
1 0 4 5 8	60			Rubber Bands, 117B
1 0 2 2 5	8			Funnel
2 0 1 2 3	100			Cups, Plastic 16 oz

Delaware WIMS Tub Packing List Kit: Planet Earth (TCI) Tub: 03

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	32			Styrofoam Tray, 8"x10"
20782	4			Modeling Dough, yellow
20331	2			Sand, Bag, 5lbs
20776	24			Model trees (TCI)
20775	1			Pebbles, bag (TCI)
	2			Domino Sets
	8			Cubes, Centimeter, non-linking, pack 100
20772	50			Cup, Styrofoam, 16 oz
2 0 1 1 8	2			Cup, Deli, 16 oz
20097	2			Cup Lid, Deli

Delaware WIMS Tub Packing List Kit: Planet Earth (TCI) Tub: 04

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 7 7 0	16			Sodium Borate, 300 g
	10			Container, Plastic Shoebox
20077	8			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20179	4			Food Coloring, Pack
20457	4			Toothpicks Wooden
20435	1			Tape, electrical (roll)
20450	2			Thread, Sewing, Spool
	10			Knife, Plastic
10579	10			Thermometer, Red Alcohol
1 0 2 4 3	8			Hand lense
10391	2			Spray bottle (plant mister)
2 0 7 7 2	50			Cup, Styrofoam, 16 oz

Delaware WIMS Tub Packing List Kit: Matter (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20798	1			Water, Distilled, 3L bottle
2 0 3 1 9	4			Magnesium Sulfate (Epsom Salt)
	4			Sodium Bicarbonate (Baking Soda)
10783	8			Balance, Digital, Small, 600g (TCI)
2 0 1 7 7	4			Aluminum Foil 75ft.
20133	100			Cups, Graduated 30 ml.
1 0 7 5 9	1			Test Tubes, Plastic W/ Cap
	8			Marker, Black Sharpie
20128	250			Cups, Plastic, 9 oz
20368	10			Spoon, Teaspoon, White Plastic
20275	200			Pipettes
20789	4			Balloons, white, 9'', pack of 100
	2			Cardboard box

Delaware WIMS Tub Packing List Kit: Matter (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 0 8 7	1			Construction Paper, Green 9"x12"
20092	1			Construction Paper, White 9"x12"
20799	1			Construction Paper, Purple 9"x12"
20790	4			Isopropyl Alcohol, 90%, 16 oz.
20199	4			Hydrogen Peroxide
2 0 7 8 5	2			Mineral Oil, 16 oz.
20466	4			Vegetable Oil, 16 oz
20802	1			Olive oil, 8.5 oz
	4			Container, Plastic Shoebox
	1			Clamp, 3" C
20128	250			Cups, Plastic, 9 oz
10795	1			Balls, poly, set
10796	1			Balls, steel, set

Appendix B - List of Materials & Services

1 0 7 9 7	1		Balls, wood, set
	1		Marbles, glass set
	2		Flour, 6"x9" bag
	1		Bottle, plastic with poly and wood ball (TCI)
20801	2		Sugar, 6"x9" bag
	2		Petroleum Jelly
10792	1		Graduated Cyclinder, 25 ml

Delaware WIMS Tub Packing List Kit: Matter (TCI) Tub: 03

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 4 7 5	8			Vinegar Bottle, 32 oz
20786	4			Salt, non-iodized
1 0 8 0 3	24			Container, large deli 64 oz.
10798	8			Well plate (microplate)
	4			Zinc, metal shot, 30g
20794	4			Hydrochloric Acid
-20793	16			Steel wool, #0000
1 0 5 4 0	1			Stopwatch / timer (TCI)
	2			Funnel, Powder
10793	8			Scoop (5 ml)
1 0 5 7 8	10			Thermometer, Digital
10012	32			Bag, 3"x5" plastic
20796	32			Bag, 2"x3" plastic

32		Bag, 4"x6" plastic
8		Marker, Transparency (wet erase)
6		Aluminum pans
3		Gallium, 20 g
1		Food Coloring, Pack
1		Test tubes
1		Bi-metal strip
1		PVC tubing, 10 ft
1		Lighter, wand
1		Toothpicks, wooden, flat
	8 6 3 1 1 1 1 1	8 6 3 1 1 1 1 1 1 1

Delaware WIMS Tub Packing List Kit: Matter (TCI) Tub: 04

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20183	1			Gloves, vinyl (box)
20787	4			Sodium Carbonate
2 0 0 5 1	8			Calcium Chloride, container
20795	4			Ammonium Chloride, 80g
2 0 0 7 7	1			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20169	1			Filter Papers Round bx/100
	1			Leather Scrap, 8 oz.
	1			Pleather Swatch, 6x6"

Delaware WIMS Tub Packing List Kit: Cells & Genetics (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20477	1			Waxed Paper 75ft.
	1			Aluminum Foil 75ft.
	3			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20183	4			Gloves, vinyl (box)
2 0 2 0 1	4			Index Cards, pack, 3"x5"
2 0 5 3 2	2			Ribbon
2 0 8 3 5	12			Elastic cord, black
20236	1			Paper Clips
2 0 3 1 2	4			Rubber bands, #62
	6			Rubber Bands, #54
2 0 8 4 2	4			Seeds, broccoli
20362	4			Seeds, Radish, 1 package
20462	8			Planter Tray With Lids

	2 0 8 4 1	256			Planter trays (individual)
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Delaware WIMS Tub Packing List Kit: Cells & Genetics (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20380	1			Potting Soil Mix
20779	2			Construction Paper, Pastel 9"x12"
20077	8			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20222	100			Microscope slides, Glass (pk/72)
2 0 5 0 7	2			Tissue Paper pk/20
2 0 8 0 7	50			Cups, Paper, 3 oz
2 0 8 4 0	4			Embroidery thread set (TCI)
20804	4			Yarn, Red
	4			Craft sticks
20014	4			Bag, 12"x15" plastic (1 gallon)
10023	16			Balls, Ping-Pong
20397	400			Straws
2 0 1 1 0	4			Cotton Balls

Delaware WIMS Tub Packing List Kit: Cells & Genetics (TCI) Tub: 03

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20380	1			Potting Soil Mix
	8			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
	64			Cardboard sheet, 6"x6"
	2			Twist ties, 10 cm
20786	1			Salt, non-iodized
	1			Tank, One-Gallon
2 0 4 1 5	2			String, Cotton
	1			Measuring Tape
	2			Thread, Sewing, Spool
2 0 1 4 5	1			Dots, Sticky Dots, Assorted Color
20834	4			Elastic cord
2 0 8 3 6	4			Plastic tubing (1/8" x 34") (TCI)
2000	1			Paper Tak

2 0 2 2 1	1	Coverslips, Microscope slide, plastic (pk/100)
20837	1	sodium chloride solution, 0.9%
20202	1	lodine
	1	Methylene Blue, bottle 0.1%, 250 ml
	1	Marker, Black Sharpie
20788	2	Toothpicks, wooden, flat
20838	2	Dialysis tubing
	2	Dialysis tubing clamp
20179	1	Food Coloring, Pack
2 0 8 3 9	1	Glitter, silver

Delaware WIMS Tub Packing List Kit: Cells & Genetics (TCI) Tub: 04

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20077	16			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20832	32			Cardboard Tube (TCI)

Delaware WIMS Tub Packing List Kit: Adaptations (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Remarks:___

Product ID	Qty	Return Count	Bin Location	Material
20831	1			Acetate sheet, blue
20830	32			Box, 4.5"x4.5"x5"
	12			Fossil model set (TCI)
20281	1			Skewers, Bamboo
2 0 4 5 6	8			Toothpicks, Plastic
2 0 4 1 5	1			String, Cotton
	8			Test Tubes, Plastic W/ Cap
	4			Scoop (5 ml)
20500	4			Spoon, Taster
	4			Spoon, Teaspoon, White Plastic (long handle)
10842	4			Scoop (20 ml)
10843	4			Spork
	4			Spoon, soup, metal

20034	1	Beans, Dried Mixed, 6x9
20827	4	Glue, 4 oz
	1	Marbles
	4	Seeds, Sunflower
	8	LED, White
2 0 8 2 9	1	Balls, foam, assorted small (TCI)
	1	Pushpins
	8	Jar, white plastic, 10g (TCI)
	250	Counting Chips, Red
	250	Counting Chips, Blue
	250	Counting Chips, Yellow
20828	4	Boxwood pick, bundle
10846	250	Counting chips, green
20128	200	Cups, Plastic, 9 oz

Delaware WIMS Tub Packing List Kit: Waves (TCI) Tub: 01

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Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10698	10			Wooden dowel rod assembly
10695	50			Wooden blocks (approx. 2 in square)
	10			Rulers Metric pk/15
20191	2			Gravel, Bag
1 0 5 7 8	10			Thermometer, Digital
10592	12			Timers
	10			Golf Ball (solid)
1 0 2 3 3	10			Golf Ball (hollow)
20432	4			Tape, Masking
20032	1			Beads, UV Sensitive
20415	1			String, cotton
20419	1			String, Jute
20421	1			String, Nylon

20201	6	Index Cards, pack, 3"x5"
2 0 1 1 9	25	20oz. Styrofoam Cups

Delaware WIMS Tub Packing List Kit: Waves (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20085	1			Construction Paper, Black 9"x12"
20092	1			Construction Paper, White 9"x12"
2 0 8 1 4	1			Construction Paper, Assorted 9''x12''
20818	16			Sand, course, 1 cup bag
2 0 0 7 7	6			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20455	2			Toothpicks
1 0 5 1 6	2			Spectroscope
10824	6			LED, blue
1 0 8 2 5	6			LED, red
10826	6			LED, green
1 0 8 2 7	8			LED, White
20813	1			Mesh, fiberglass (roll)
10832	18			Plastic dish cone

	Bottle, plastic, 8 oz
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Delaware WIMS Tub Packing List Kit: Waves (TCI) Tub: 03

Report any missing/damaged items to your district contact person.

Remarks:_

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Product ID	Qty	Return Count	Bin Location	Material
20815	4			Cellophane sheets, pack 48
2 0 8 1 7	16			Transparency Film Sheets
	8			Container, Plastic Shoe box (W/ Lid)
	8			Slinky, Metal
	10			Cardboard box
20466	4			Vegetable Oil, 16 oz
1 0 8 3 0	4			Double convex lens
	4			Double concave lens
1 0 B 2 9	4			Mirror , 4"x6"
	2			Mirror holders, pack 20
2011	4			Craft sticks
20295	8			Post-Its 3'x3"
20415	1			String, cotton

	16	Coupling nut
1 D 8 1 9	40	Hex nut
10562	10	Tape Measure
20179	2	Food Coloring, Pack
1 0 8 2 8	8	Acrylic prisms
2 0 8 0 8	1	Rubber Bands, #54
20239	1	Brass Fasteners
2 0 8 1 6	2	Color filters, pack 5
	8	Plate, square plastic
10428	8	Protractor
1 0 3 0 7	2	Marker, Transparency (wet erase)

Delaware WIMS Tub Packing List Kit: Ecosystems (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
2 0 8 1 4	2			Construction Paper, Assorted 9"x12"
2 0 8 1 7	4			Transparency Film Sheets
2 0 4 4 6	2			Tape, Duct
20432	2			Tape, Masking
20045	1			Bromthymol Blue 1oz
	3			Yarn, white
20824	1			Fish, plastic (TCI)
20234	64			Stirrers, wooden paint
	1			Bead, red, pack 500
	400			Craft sticks
2 0 5 0 6	4			Fishing Line
20388	30			Spoon, Teaspoon, White Plastic
2 0 2 7 5	32			Pipettes

	24	Test Tubes, Plastic W/ Cap
	50	Cups, Plastic, 9 oz
20183	4	Gloves, vinyl (box)

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Delaware WIMS Tub Packing List Kit: Ecosystems (TCI) Tub: 02

Report any missing/damaged items to your district contact person.

Remarks:_____

Product ID	Qty	Return Count	Bin Location	Material
20822	24			Carpet Square, 8"x8"
	4			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
20826	3			Name badge labels, pack 100
20823	48			Cork, #5
20827	2			Glue, 4 oz
20236	1			Paper Clips
20443	4			Tape, Transparent
2 0 8 2 5	4			Dissolve oxygen test kit
20415	2			String, Cotton
2 0 0 1 0	15			Pie Pans, Aluminum
20403	100			Straws, Jumbo, Wrapped
2 0 2 4 5	24			Cardboard, squares, 4"x4"
10504	8			Foam Sheet

Delaware WIMS Tub Packing List Kit: Weather & Climate (TCI) Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 5 0 8	8			Container, Plastic Shoebox
20380	1			Potting Soil Mix
	2			Isopropyl Alcohol, 90%, 16 oz.
2 0 8 2 7	2			Glue, 4 oz
	1			Balance, Digital, Small, 600g (TCI)
20789	50			Balloons, white, 9", pack of 100
	2			Food Coloring, Pack
	6			Dowel rod, wooden
	60			Binder Clips, Medium
	2			Tape, Masking
	18			Battery, AA-cell,
	6			Flashlight, Small
20793	8			Steel wool, #0000

20446	1	Tape, Duct
	8	Marker, Black Sharpie
2 0 2 3 5	1	Paper Clips, Jumbo pk/100
	6	Check valves
2 0 0 1 5	8	Bag, 6"x9" plastic
2 0 2 7 5	50	Pipettes
20396	32	Straws, Jumbo
2 0 8 4 4	32	Bernoulli bags

Delaware WIMS Tub Packing List Kit: Weather & Climate (TCl) Tub: 02

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
20380	3			Potting Soil Mix
	4			Foam Sheet
2 0 8 4 5	1			Parafilm, roll
2 0 8 4 3	1			Windsock
	6			Optical filters
	6			LED flashlight/Laser
	36			Thermometer
20847	4			Moss

Delaware WIMS Tub Packing List Kit: Weather & Climate (TCI) Tub: 03

Report any missing/damaged items to your district contact person.

Remarks:__

Product ID	Qty	Return Count	Bin Location	Material
	1			Flour, 6"x9" bag
2 0 8 1 4	1			Construction Paper, Assorted 9"x12"
2.0.7.8.6	2			Salt, non-iodized
2 0 0 7 7	8			Clay, Packs Of Clay 4 Colors(Red,Yellow,Blue,Green)
	12			Syringe 60 cc
	1			Tubing, 10 ft
2 0 8 4 6	3			Gauze
	2			Foam Sheet
2 0 1 2 3	50			Cups, Plastic 16 oz
20415	1			String, Cotton
20847	2			Moss

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GRADE 9

Delaware WIMS Tub Packing List Kit: Earth Systems Tub:

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 1 7 9	16			Large Screen
10643	1			Video DVD Mega Volcano DVD
1 0 6 5 1	1			Video, DVD "Shock Waves"
2 0 0 0 8	8			Aluminum pans
	16			Ruler/6 inch flat clear
1 0 2 5 2	1			I.D Barb tubing splicer 1/4"
1 0 2 8 8	10			Magnets
10616	1			tubing Clear Tubing 50 cm long
	8			Wooden Wedges
	3			Wooden Blocks (2x4x10, eyelet & non-skid)
	1			Weights set
	1			Earthquake Simulator
	1			Glitter lamp

10272	1	Lava Lamp
10112	8	Clamp, 4" C
10126	8	container Large Plastic container
10506	8	Shoe box containers plastic (w/ lid)
20234	8	Paint Stirrers
10243	8	Hand lense
10318	14	Metal Slinky
20216	1	Liquid Dish Detergent/Gallon
20467	1	Vegetable Oil, 64 oz.
2 0 3 8 7	8	Minispoons
	8	White Board
2 0 3 0 5	30	Rubber bands
20075	8	Clay, Modeling
20109	1	Cornstarch
20325	1	Sand
10356	8	Overflow Can

20468	1	Vermiculite, bag
20141	1	Cylinders, Pack of 10
1 0 2 8 7	8	Coffee Filters #1
1 0 2 3 2	1	GO Link Teacher Pack
10282	8	Light Sensor
10340	8	Mineral Test Kits
	1	Obsidian
	1	Pumice
	1	Scoria
	1	Tuff
	1	Granite
1 0 2 2 7	1	Gabbro
1 0 0 2 5	1	Basalt
1 0 5 0 2	1	Shale
10284	1	Limestone
	1	Sandstone

	1	Quartzite
	1	Slate
10298	1	Marbles
10248	1	Hornblende
	1	Quartz
20230	1	Olivine
	1	Albite
	1	Augite
	1	Muscovite
20042	1	Biotite
	1	Molasses
20049	1	Calcite
	16	Steel washers (1/2 inch)
	1	stopper rubber stopper, # 3 single hole
	3	Spring poppers
	1	Pyroxene

10168	16	Drawing Compass
10593	4	Transparencies

Delaware WIMS Tub Packing List Kit: Energy Across the Systems Tub:

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 2 3 3	8			Golf Ball (hollow)
1 0 2 3 4	8			Golf Ball (solid)
20326	1			Sand (bag)
	8			Aluminum pans
10482	8			Screw eyelet for styrofoam ball
10694	8			Wooden Blocks (2x4x10, eyelet & non-skid)
	8			Clamp, 4'' C
20082	8			Coffee Filters
	8			Styrofoam Ball 3''
	8			Acrylic Box
	8			Metal Slinky
	8			Dropper Plastic
20262	8			Petri Dish Plastic

	1	
10682	8	 Wire Basket
	1	Marker 4/pk
	8	White Board
2 0 3 0 5	8	Rubber bands
	8	Domino Sets
1 0 5 2 3	8	Spring Medium
	8	Bungee Small
1 0 3 6 7	4	Pasco Car (set of red and blue pair)
	8	Pasco Ramp
	8	Wooden Endstops for Ramp
	8	board 1 X 4 X 3 ft board with non-skid
10271	8	Laser Pointer
	8	TV Remote Control
	1	Matter Model
	1	UV Lamp
	1	Water Spray Bottle

10540	2	Stopwatch / timer
2 0 4 3 0	2	Tape Flags (package)

Delaware WIMS Tub Packing List Kit: Living by Chemistry Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
	1			Book, Smells Teacher Guide
10054	1			Book, Alchemy Teacher Guide
	1			Alchemy Unit
	1			Alchemy Chemicals
20161	1			Esscence Chemcials
10223	8			Functional Group Cards

GRADE 10

Delaware WIMS Tub Packing List Kit: Cellular and Chemical Basis of Life Tub: 01

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
1 0 3 9 0	6			Plant Lamps (Brown Box)
2 0 1 7 4	6			Fluorescent Plant Bulbs
20264	2			Petri Dishes Standard Petri Dishes 2 sleeves
20362	1			Seeds, Radish, 1 package
2 0 0 4 5	1			Bromthymol Blue 1oz
	1			Benedict's Solution
20202	1			lodine
2 0 0 4 3	1			Biuret Solution
20186	1			Glucose
2 0 1 8 7	1			Glucose test Strips
20199	1			Hydrogen Peroxide
20278	5			Pipettes, Plastic, Packs of 15
1 0 3 2 9	1			Keeper

20209	1	Lactaid/equate version
2 0 1 6 9	2	Filter Papers Round bx/100
2 0 1 5 7	2	Dropper Bottles pk 12
20046	1	Buffer Set pH 2-12
	1	tubing Dialysis Tubing
10265	8	Kiddy Connects (packs)
20198	12	Hydrogen MolyMods
	10	Oxygen MolyMods
	6	Carbon MolyMods
10359	6	Pack double bonds
	12	Bonds, Pack, Single
10124	1	Compariset Pro/Euk
	1	Compariset Plant/Animal
	1	Water Kit, 6 Cup, Set

Delaware WIMS Tub Packing List Kit: Nature of Science Evolution Tub:

Report any missing/damaged items to your district contact person.

Product ID	Qty	Return Count	Bin Location	Material
10438	1			Puzzle, Jigsaw
1 0 6 4 4	1			Video PBS DVD Learning &Teaching Evol.
	1			Secrets of the Dead: Mystery of the Black Death
1 0 1 2 2	1			Clothesline
	50			Clothes pin
20353	5			Seeds, Bean, Different Colors
20103	40			Containers, Small Deli, w/lids
	7			Copies of Vertebrate Forelimb Homologies
1 0 1 7 6	1			Early Man Skull Set
	7			Protractors
	7			Caliper
10056	1			Book, Evolution and the Fossil Record Book
1 0 5 6 7	1			Teaching About Evolution & The Nature of Science

10472	1	Science and Creationism
20268	300	Petri Dishes/ 60 mm
	180	Spreader, L Shaped
20041	30	Biohazard Bags
20144	7	Disinfestant Spray
2 0 1 8 5	1	Plastic Gloves
20276	200	Pipettes, Graduate Dropper
20227	6	Nutrient Broth
	150	Properties of Matter Test Tubes

SCIENCE KIT REFURBISHMENT DOE 2019-14

Kit Refurbishment Component Pricing

Vendor Name:

Additional Instructions and Notes:

Vendors are to complete only those cells in yellow. Other proposed warehousing items that may support science kit refurbishment can be listed in the additional yellow lines at the bottom of the spreadsheet.

		Brand Specific		
Product	Product Description	(or approved equal)	Estimated Purchase	Cost
Bags	2" x 3" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	5	
	3" x 5" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	20	
	4" x 6" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	50	
	6" x 9" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	250	
	8" x 10" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	100	
	8" x 12" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	50	
	9" x 12" plastic reclosable bags, 2 mil thickness, clear,	Redline Minigrip		
	1000 per carton	(or approved equal)	50	
	10" x 12" plastic reclosable bags, 2 mil thickness,	Redline Minigrip		
	clear, 1000 per carton	(or approved equal)	150	
	12" x 15" plastic reclosable bags, 2 mil thickness,	Redline Minigrip		
	clear, 1000 per carton	(or approved equal)	50	
	13" x 15" plastic reclosable bags, 2 mil thickness,	Redline Minigrip		
	clear, 1000 per carton	(or approved equal)	5	

Bags	2" x 3" plastic reclosable bags, 4 mil thickness, clear,			
80	1000 per carton	NA	5	
	3" x 5" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	4" x 6" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	6" x 9" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	8" x 10" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	8" x 12" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	9" x 12" plastic reclosable bags, 4 mil thickness, clear,			
	1000 per carton	NA	5	
	10" x 12" plastic reclosable bags, 4 mil thickness,			
	clear, 1000 per carton	NA	5	
	12" x 15" plastic reclosable bags, 4 mil thickness,			
	clear, 1000 per carton	NA	5	
	13" x 15" plastic reclosable bags, 4 mil thickness,			
	clear, 1000 per carton	NA	5	
Storage	Reusable bulk storage container, 4 way entry pallet			
	and lid, corrugated sleeve sides, drop-down panel			
	door, 48" x 40" base, 30" height	NA	5	
	Reusable bulk storage container, 4 way entry pallet			
	and lid, corrugated sleeve sides, drop-down panel			
	door, 48" x 40" base, 45" height			
		NA	5	
Wrap	Stretch wrap, premium blown film, 18" x 1500', 80			
	gauge, case of 4	NA	72	
	Stretch wrap, premium blown film, 18" x 1500', 90			
	gauge, case of 4	NA	72	

Ties	Nylon natural cable ties, 8" length, 50 lb tensile			
	strength, 0.19" head, bag of 1,000	NA	50	
Pallet	Block pallet, heat treated, 100% new wood, 4 way			
	access	NA	500	
Gloves	Gloves, vinyl, powder free, 3 mil, 100 gloves per			
	carton, sizes S,M,L,&XL	NA	5000	
	Gloves, vinyl, powder free, 5 mil, 100 gloves per			
	carton, sizes S,M,L,&XL	NA	5000	
	Gloves, nitrile, powder free, 3 mil, 100 gloves per			
	carton, sizes S,M,L,&XL	NA	5000	
	Gloves, nitrile, powder free, 6 mil, 100 gloves per			
	carton, sizes S,M,L,&XL	NA	5000	
	Press-on vinyl envelopes, long-side opening, 5"x3",			
Envelopes	carton of 50	Uline (or approved equal)	150	
	Pallet racking beams, orange, 15 guage steel, holds			
	5,000+ lbs per level, lock into place in 2" increments,			
Racking	6" beam height, 144" beam width	NA	4	
	Pallet wire decking, waterfall edge, galvanized 2.5" x			
	4" mesh, supports 3 channels, rust and corrosion			
	resistent, 46" x 48", 2500 lb load capacity	NA	12	
	Attached Lid Tote: 21x15x12, Color - Light Gray, no	Buckhorn		
Shipping	recycled plastic, 4 support posts	(or approved equal)	100	
	Attached Lid Tote: 24x20x12, Color - Light Gray, no	Buckhorn		
totes	recycled plastic, 4 support posts	(or approved equal)	100	
	Attached Lid Tote: 24x20x12, Color - Dark Blue, no	Buckhorn		
	recycled plastic, 4 support posts	(or approved equal)	100	
	Attached Lid Tote: 24x20x12, Color - Red, no recycled	Buckhorn		
1	plastic, 4 support posts	(or approved equal)	100	

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	Attached Lid Tote: 24x20x12, Color - Dark Gray, no	Buckhorn		
	recycled plastic, 4 support posts	(or approved equal)	100	