DESCRIPTION: Various Equipment and Supplies for Science classes

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): 6/3/2016 10:00 AM EST
QUESTIONS MUST BE RECEIVED BY: 6/1/2016 10:00 AM EST See "Questions From Offerors" provision
NUMBER OF COPIES TO BE SUBMITTED: One Original and one copy unless submitted via email

SUBMIT YOUR WRITTEN QUOTE BY EMAIL OR TO EITHER OF THE FOLLOWING ADDRESSES:
EMAIL: kdoherty@tctc.edu
MAILING ADDRESS:
Tri-County Technical College
PO Box 587
Pendleton, SC 29670

PHYSICAL ADDRESS:
7900 Highway 76
Ruby Hicks Library/Administration Bldg., Room 114
Pendleton, SC 29670

See "Submitting Your Offer" provision

AWARD & AMENDMENTS
Award notification will be posted at the Physical Address stated above on or about 6/10/16. The award, this solicitation, and any amendments will be posted at the following web address: http://www.tctc.edu/About_TCTC/PurchasingSolicitation/Award_Postings.xml

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer) OFFEROR'S TYPE OF ENTITY: (Check one)
□ Sole Proprietorship
□ Partnership
□ Corporation (tax-exempt)
□ Corporate entity (not tax-exempt)
□ Government entity (federal, state, or local)
□ Other _________________________ (See "Signing Your Offer" provision.)

AUTHORIZED SIGNATURE
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above) DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. STATE VENDOR NO.
(See "Taxpayer Identification Number" provision) (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

COVER PAGE CIO (JAN. 2006)
<table>
<thead>
<tr>
<th>HOME OFFICE ADDRESS (Address for offeror’s home office / principal place of business)</th>
<th>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See “Notice” clause)</th>
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<th>Area Code-Number - Extension</th>
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<th>PAYMENT ADDRESS (Address to which payments will be sent.) (See “Payment” clause)</th>
<th>ORDER ADDRESS (Address to which purchase orders will be sent) (See “Purchase Orders and “Contract Documents” clauses)</th>
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<th>ACKNOWLEDGMENT OF AMENDMENTS</th>
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<tr>
<td>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See ”Amendments to Solicitation” Provision)</td>
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<th>Amendment No.</th>
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<th>DISCOUNT FOR PROMPT PAYMENT (See ”Discount for Prompt Payment” clause)</th>
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<td>10 Calendar Days (%)</td>
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| PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU’VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] |

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<tr>
<th>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&amp;(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).</th>
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<th>In-State Office Address same as Home Office Address</th>
<th>In-State Office Address same as Notice Address (check only one)</th>
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PAGE TWO (SEP 2009) End of PAGE TWO PAGE TWO (Return Page Two with Your Offer)
I. SCOPE OF SOLICITATION

Tri-County Technical College (TCTC) intends to purchase various supplies and equipment to be used in Science classes.

All items must be delivered no later than June 27, 2016.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION (Modified) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://tctc.edu/About_TCTC/PurchasingSolicitation/Solicitation.xml (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (i) Offeror and/or any of its Principals- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith
rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]


DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(G)] [02-2A050-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled “Questions from Offerors.” [02-2A070-2]

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract,
contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2006): Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [02-2A087-1]

QUESTIONS FROM OFFERORS (FEB 2015)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled “Duty to Inquire.” We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (Modified) The College may cancel this solicitation in whole or in part. The College may reject any or all proposals in whole or in part.
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.
PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm. [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1)
agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (Modified): The College picks up all mail from the US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS

Scope of Solicitation
Tri-County Technical College (TCTC) intends to purchase the items listed below. All items must be delivered prior to June 27, 2016.

850 Universal Interface
- Compatible with PASCO Capstone software
- Compatible with ScienceWorkshop Sensors and PASPORT Sensors
- Four Photogate Ports - directly connect photogates
- Four Analog Ports - For use with all analog ScienceWorkshop sensors
- Four PASPORT Ports - compatible with PASPORT sensors
- 15 Watt Function Generator with Power Amplifier
- Dual Independent High Frequency Function Generators

Free-Fall Adapter
- Compatible with PASCO Capstone software
- Compatible with 850 Universal Interface and/or PASCO Smart Timer
- Balls -- Two each steel, 19 mm and 16 mm diameter
- Stereo phone plug connector
Absolute Pressure/Temperature Sensor

- Compatible with PASCO Capstone software
- Compatible with 850 Universal Interface
- Fast Response Temperature Probe
- PASPORT Sensor Extension Cable
- 60 cc Syringe
- Hose and Coupling Kit (with tubing, in-line and quick release connectors)
- -10 to 70 °C with ±0.5 °C
- Displays Temperature in °C, K and °F

Smart Timer Photogate System

- Compatible with other PASCO timing devices (photogates, free-fall adapter, G-M tube, etc.)
- Used making time, speed, acceleration, and count measurements
- Includes Smart Timer, 2 picket fences, photogate, super pulley, power adapter

Pulley Mounting Rod

- 14 cm long and 9.5 mm diameter and has standard 1/4-20 threads on one end that screw into the Super Pulley

Equal Length Spring Set

- Set of 5 color-coded springs that are 30cm in length unstretched
- Spring constants are 25 N/m, 30 N/m, 35 N/m, 40 N/m and 50 N/m

Complete Rotation System

- compatible with PASCO’s rotary motion sensor or photogate
- provides a range of experiments in centripetal force, angular momentum and rotational motion

Specifications

Base
- Cast Iron, 4 kilograms, with leveling feet
Rotating Platform
- Aluminum extrusion, 24 cm usable length (26 cm overall)
Shaft
- Stainless steel, 1.25 cm diameter, approx 18 cm length, knurled
Disk
- Heavy-grade PVC, center ball bearing, 25.4 cm diameter, 1500 gram
Ring
- Steel, 12.7 cm outside diameter, 1420 g

Mass and Hanger Replacements

Replacement hangers and light masses for Mass and Hanger Set

Includes:

- 5 g hangers (4)
- 2 g mass (10)
- 1 g mass (10)
- 0.5 g mass (10)

Specifications:

- mass - 5 g ± 2%
- handle length - 6.78 cm (2.67 inches)
- steel post length - 4.3 cm (1.7 inches)
- diameter - 3.18 cm (1.25 inches)
- effective diameter - 2.35 cm (0.925 inches)
Thermal Expansion Apparatus
- used to investigate expansion of metals with increasing temperature
- Base: 70 cm long extruded aluminum, with built-in dial gauge and thermistor
- Expansion tubes: steel, copper and aluminum; 16 mm dia.
- Foam insulator

Steam Generator
- constant-temperature heat reservoir which generates a steam supply
- Dual Steam Ports -- Supply two lab groups simultaneously.
- Variable Power (0 - 400 watts) -- Adjustable steam flow.
- Extra-wide Base -- Stable, hard to tip over.
- Rubber Stopper -- For a tight seal and a safety pressure release.
- Internal Electric Heater -- No open flame, no exposed coils.
- Low Water Warning Light

Thermal Conductivity Apparatus
- provides students a means of observing and quantifying heat flow across a constant temperature differential
- 5 common materials as test samples: glass, wood, Polycarbonate, Masonite® and Sheetrock
- Stand with insulating pads
- Steam chamber
- Ice molds (2)
- Materials: 12.7 cm square of glass, wood, Polycarbonate, Masonite and Sheetrock
- Plastic tubing for connecting steam generator

Heat Engine/Gas Law Apparatus
- Compatible with PASCO Capstone software
- Compatible with 850 Universal Interface
- apparatus for quantitative experiments involving the Ideal Gas Law and for investigations of a working heat engine

Optics Caliper
- Glow in the dark, cm scale calipers for making optics measurements in the dark

3-L Plastic Tub
- 3L capacity and approximately 16cm W x 16cm L x 20cm H

Basic Optics System
- Components must be compatible with PASCO 1.2m optics track
- designed for both geometric bench optics and table ray optics investigations
- 50 mm diameter optics components are mounted in protective holders that snap directly onto the aluminum track
- Built-in metric tape
- Light Source doubles as a table-top ray box
- Includes: 1.2m optics track, light source, 4 lenses (+100mm, +200mm, +250mm, -150mm), 50 mm concave/convex mirror, adjustable lens holder, rhomboid prism, convex/concave/plane mirror, hollow lens, ray table, viewing screen

Wide Range Function Generator
- 5 MHz Function Generator with Digital Display
  Ranges
  - 0.2 Hz to 5 MHz in seven ranges (±1 count)
- 0.5 Hz to 5 MHz in seven ranges (±1 count)
- Sine: distortion < 1% (below 100kHz)
- Sine: distortion < 3% (at 1 kHz)
- Square: 2% symmetry, 50 nS max rise and fall time

**Waveforms**
- Symmetry: 0.5 Hz to 100 kHz ≤ 2% Rise time: ≤ 120 ns
- Triangle: 98% linearity below 100 kHz, 95% above 100 kHz
- Linearity: 98% to 100 kHz, 95% to 2 MHz

- 20 V p-p no load
- 10 V p-p max into 50 Ohm load - continuously variable

**Outputs**
- 20 dB range with 20 dB step - DC offset: ±10 V (no load)
- ±5 V (50 Ohm load) - TTL/CMOS-compatible pulse

**Power Source**
- 115/220 VAC, 50/60 Hz

**Connectors**
- BNC to insulated alligator clips

**Small C-clamp**
- 3” (8cm) clamp

**Multi-Clamp**
- Holds two rods either parallel or at right angles

**Charge Sensors**
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- voltage measurement range ±10V
- charge measurement range ±0.1μC
- maximum input voltage ±150 V
- cable: shielded, 0.9m, alligator clip termination

**High Resolution Force Sensors**
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- force measurement range ±50N
- 5000Hz max sample rate
- Mounts on standard 12.7mm diameter rod

**High Current Sensors**
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- current measurement range ±10A
- maximum circuit voltage 10V
- 1000Hz sample rate

**Magnetic Field Sensors**
- must be compatible with PASCO Capstone Software
must be compatible with PASCO 850 Universal Interface
- magnetic field measurement range ±1000G
- measures in tesla, millitesla, gauss
- 20Hz sample rate

Motion Sensors
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- range 0.15m – 8m
- 50Hz sample rate

Pressure Sensors
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- pressure measurement range 0-700kPa
- 200 samples per second

3-Axis Accelerometer/Altimeter
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- acceleration measurement range for each axis and resultant ±16g
- measurements in g or m/s/s
- makes 5 simultaneous measurements: accelerations in x, y and z directions, resultant acceleration and altitude (in meters)

Absolute Pressure/Temperature Sensor
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- pressure measurement range 0-700kPa
- pressure measurements in kPa, N/m², and psi
- temperature measurement range -10°C – 70°C
- temperature measurements in F, C, and K

Current Probe
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- maximum current 4A
- maximum voltage 10V
- 4mm banana jack terminals

Voltage Sensor
- must be compatible with PASCO Capstone Software
- must be compatible with PASCO 850 Universal Interface
- voltage measurement range ±10V AC/DC or ±15V AC/DC
- 8-pin DIN plug
- Shrouded banana jacks probe ends with alligator clip adaptors

Dual Pressure Sensor
- must be compatible with PASCO Capstone Software
must be compatible with PASCO 850 Universal Interface
absolute pressure measurement range 0-200kPa
differential pressure measurement range ±100kPa
1000Hz sample rate
Measurements in kPa, N/m², and psi

Quad Temperature Sensor
must be compatible with PASCO Capstone Software
must be compatible with PASCO 850 Universal Interface
stainless steel probe temperature measurement range -35°C - 135°C
fast response and skin/surface probes temperature measurement range -10°C – 70°C

Rotary Motion Sensor
All sensors must be compatible with PASCO Capstone software
All sensors must be compatible with 850 Universal Interface

IV. INFORMATION FOR OFFERORS TO SUBMIT

Responses must be received on or prior to June 3, 2016 at 10:00 AM in order to be considered responsive. Responses sent by US Postal service must be mailed to Tri County Technical College, Attn: Kristal Doherty, PO Box 587, Pendleton, SC 29670. Please note, the College collects mail from the Post Office once per day around 8:30 in the morning and bids should be mailed accordingly to be received on time. Responses which are sent by a delivery company (ex. UPS, DHL, FedEx) should be delivered to Receiving at Tri-County Technical College, Attn: Kristal Doherty, 7900 Highway 76, Pendleton, SC 29670. Hand deliveries may be made to this address to the Ruby Hicks Library/Administration Building, Room 114. Please note, you are encouraged to work with your delivery company to ensure delivery by 10:00 AM, several companies require that you select early morning delivery to meet this deadline. Responses may also be emailed to kdoherty@tctc.edu with “TCTC-16-Science” in the subject line or faxed to 864-646-1331.

Written questions must be submitted by email to kdoherty@tctc.edu prior to 6/1/16 at 10:00 AM. Answers to written questions and any amendments will be posted on Tri County Technical College’s purchasing website which is http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation.xml. Please do not call with questions; verbal questions will not be answered.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (Modified): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this document. Vendors should also submit a W9 form. Responses are due no later than 6/03/2016 10:00 AM EST.

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

[04-4030-2]

V. QUALIFICATIONS
QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

VI. AWARD CRITERIA

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

CALCULATING THE LOW BID: The low bid will be determined by the sum total of all lines by adding the extended price for each line. Award will be made to the lowest sum total.

For example:
Vendor A bids the following:
Line 1 - $20
Line 2 - $50
Line 3 - $60
Sum Total - $130

Vendor B bids the following:
Line 1 - $15
Line 2 - $65
Line 3 - $60
Sum Total - $140

Vendor A has the lowest sum total and the lowest bid.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)
(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment
applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or
agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006). Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

NO INDEMNITY OR DEFENSE (FEB 2015)
Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]
### VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

**OFFEROR NAME: ___________________________**

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<thead>
<tr>
<th>ITEM AND DESCRIPTION</th>
<th>RVP*</th>
<th>SCEP*</th>
<th>USEP*</th>
<th>Unit Cost</th>
<th>Qty**</th>
<th>EXTENDED PRICE</th>
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**Total Cost (Do not include Sales Tax)**

* RVP is Resident Vendor Preference, SCEP is SC End Product Preference, USEP is US End Product Preference. Offeror must check each box that applies for each line item for preferences to be applied. Please read instructions on Page 2 and Preference clauses in this document prior to claiming preferences. Vendors may submit pricing on their own price sheet if items are described as listed above and in same order as above, but must note applicable preferences for each to be considered for preferences.

**TCTC reserves the right to purchase additional quantities of these items at the same price.**
MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? □ Yes □ NO
Is the bidder a Minority Business certified by another governmental entity? □ Yes □ NO
If so, please list the certifying governmental entity: _________________________
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? □ Yes □ NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? □ Yes □ NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
□ Traditional minority
□ Traditional minority, but female
□ Women (Caucasian females)
□ Hispanic minorities
□ DOT referral (Traditional minority)
□ DOT referral (Caucasian female)
□ Temporary certification
□ SBA 8 (a) certification referral
□ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)
For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://www.govoepp.state.sc.us/osmba/