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EXECUTIVE DIRECTOR

Written Determination

Matter of: Frontier Precision, Inc.
File No.: 2026-203
Posting Date: September 3, 2025
Contracting Entity: Coastal Carolina University
Solicitation No.: CCU-9300716
Description: LIDAR Drone

DIGEST

Under a solicitation issued by Coastal Carolina University (Coastal) seeking proposals to provide a LIDAR Drone, a protest by Frontier Precision, Inc. (Frontier) is granted where awardee's proposal was not responsive to the requirements of the solicitation. Frontier's protest is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This determination is based on the evidence and applicable law and precedents.

BACKGROUND

On June 9, 2025, Coastal issued solicitation number CCU-9300716 requesting proposals to provide a LIDAR Drone. [Exhibit B] On June 26, 2025, Coastal issued Amendment # 1, which answered vendor questions and replaced the original solicitation in its entirety.¹ [Exhibit C]

Section III of the solicitation enumerated “key features and functionalities” required of any proposed drone. One such feature was that “[t]he drone must be able to operate over federal (lands/facilities, certified all-USA made (“**Blue Drone**”).” [emphasis supplied] Blue drones are uncrewed aerial systems approved by the Department of Defense (DOD) for use by the federal government. (<https://uavcoach.com/blue-uas>) The DOD standards are intended to ensure that drones do not pose risks associated with potential data breaches or unwanted data transmission to foreign entities. (Id.) The Department of Defense’s Defense Innovation Unit (DIU) evaluates drones for compliance with DoD standards and keeps a list of approved drones called the Blue UAS Cleared List. See <https://www.diu.mil/blue-uas-cleared-list>.

Coastal’s requirement for a Blue Drone generated the following question and answer published in the solicitation:

Is there a preference on blue list aircraft? Specifically, certain OEMs have multiple aircraft that meet the requirements listed, is there an intent for more robust capability or just to meet the minimum requirements listed in the solicitation?

University response: The requirement is that the drone be acceptable for operations on U.S. Federal land. The immediate need is for **use at Parris Island Marine Corps Recruit Depot**.

[emphasis supplied]

By the deadline for receipt of proposals, Coastal received four proposals, including one from Frontier and one from SmartDrone. Thereafter the selection committee evaluated proposals and ranked SmartDrone’s proposal as the most advantageous to the state. [Exhibit D] Coastal subsequently engaged in negotiations with SmartDrone and on August 12, 2025, representatives

¹ As use hereinafter, any reference to the solicitation is a reference to Amendment #1.

of both Coastal and SmartDrone signed a Record of Negotiations. [Exhibit E] On August 15, 2025, Coastal posted a notice of award of a contract to SmartDrone. [Exhibit F] Frontier timely protested alleging that SmartDrone's proposed system does not meet Department of Defense Blue Drone standards.

On August 26, 2025, Coastal filed a response to Frontier's protest with the CPO. [Exhibit G] In its response, Coastal states:

During negotiations, SmartDrone disclosed that their drone is not currently listed on the DIU Blue UAS Cleared List. The equipment list was preliminarily reviewed. Based on this clarification and the flexibility within the RFP language—allowing for either a Blue Drone or proof of federal compliance—the University did proceed with the award to SmartDrone.

Coastal does not explain what proof of federal compliance, if any, SmartDrone provided.

However, Coastal does go on to state:

With the filing of the protest, Coastal Carolina reached out to higher federal personnel at Parris Island for a more thorough review, it has been determined that certain pieces of equipment more than likely will not be deemed suitable for use on federal property. Coastal Carolina also reached out to SmartDrone requesting further references of the SmartDrone purchased and utilized on Federal property and the vendor declined sending over further references for confirmation.

Coastal Carolina University acknowledges Frontiers Precisions protest, and requests to move forward with cancellation of award to SmartDrone, and requests for the Procurement to proceed in accordance with the Procurement Code and move forward with negotiations and potential award to Frontier Precision.

Since, Coastal filed its response the Marine Corp notified Coastal that “only blue-certified drones are allowed to be flown over Marine Corps Installations-East.” [Exhibit H]

DETERMINATION


The CPO agrees with Frontier that the solicitation clearly required each offeror to propose a Blue Drone, and the solicitation does not provide flexibility otherwise. SmartDrone's drone, a “Discovery 3” platform, is not on the DIU Blue UAS Cleared List and therefore, not a Blue Drone. Moreover, SmartDrone does not claim anywhere in its proposal that its drone is a Blue Drone or otherwise approved for use over US military installations. This is in spite of the

requirement of the solicitation for each offeror to “[d]escribe in detail the technical and functional capabilities as presented in Section III.” By proposing a drone that is not on the DIU Blue UAS Cleared List and not cleared to fly over Parris Island Marine Corps Recruit Depot, SmartDrone’s proposal was not responsive to the mandatory requirements of the solicitation.

Per Section 11-35-1530(7), the State may only evaluate and rank responsive proposals. Therefore, it was improper for Coastal to evaluate and rank SmartDrone’s proposal, much less rank SmartDrone’s proposal as the most advantageous to the State when it did not meet the State’s requirements.

DECISION

For the foregoing reasons, the CPO grants Frontier’s protest, vacates the award to Smart Drone, and remands this matter back to Coastal to proceed in accordance with the Procurement Code.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C J&Hs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Subject: Formal Protest of Award – Solicitation CCU-9300716

8/18/2025

Chief Procurement Officer, Materials Management Office
Coastal Carolina University
1201 Main Street, Suite 600, Columbia, SC 29201

Frontier Precision, Inc. respectfully submits this formal protest of the award under Solicitation **CCU-9300716**, issued by Coastal Carolina University for a LiDAR-equipped UAS solution.

Standing

Frontier Precision is a qualified UAS solutions provider with extensive experience supporting higher education, federal, and state entities. We submitted a fully compliant proposal in response to Solicitation CCU-9300716 and therefore have a standing as an interested party directly affected by the outcome of this procurement.

Grounds for Protest

It has come to our attention that the award was made to a competitor whose proposed system does **not meet the Department of Defense's Defense Innovation Unit (DIU) "Blue UAS" requirements**, which are explicitly referenced and required in the solicitation. Specifically:

- The solicitation required a **"Blue Drone"** ensuring compliance with national security and procurement standards outlined by the DIU
- The awarded vendor's aircraft is **not included in the DIU Blue UAS Cleared List** and therefore does not meet the mandatory compliance requirements.
- Raises concern that the awardee's submission may not be fully compatible with the solicitation requirements.

By awarding to a non-compliant system, the University risks:

1. **Procurement invalidity** – selecting a system that does not conform to the stated mandatory requirements of a "Blue Drone"
2. **Security and compliance issues** – operating non-Blue UAS platforms contradicts federal and institutional standards.
3. **Loss of fair competition** – vendors who complied with the DIU Blue mandate were competitively disadvantaged by adhering to stricter requirements.

Relief Requested

Frontier Precision respectfully requests that Coastal Carolina University:

1. **Review and reconsider the award** made to the vendor whose system does not meet the stated requirements.
2. **Re-evaluate all proposals** to ensure compliance with the solicitation criteria, including the DIU Blue UAS mandate.
3. Award **the contract to a responsive and compliant vendor** whose solution fully satisfies the solicitation's requirements.

Conclusion

Frontier Precision values the opportunity to support Coastal Carolina University and submits this protest in the interest of ensuring fairness, transparency, and compliance with procurement regulations. We are prepared to provide supporting documentation of our compliant submission and remain available to discuss this matter further at your convenience.

[Blue UAS Cleared Drone List](#)

South Carolina Business Opportunities

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Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Equipment

Ad Start Date: June 9, 2025

Title: Provide a LIDAR Drone

Purchasing Agent/Entity: Coastal Carolina University

Bid/Submittal Due Date: June 30, 2025 - 11:00am

Description:

Coastal Carolina University seeks a source to provide a LIDAR drone per the specifications of the Request for Proposal.

Solicitation #: CCU-9300716

Direct Inquiries To: Tracy O'Keefe

Buyer Phone#:

Buyer Email: tokeefe@coastal.edu


Pre-Bid Information:

n/a

Full Details / Download: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



 <p>COASTAL CAROLINA UNIVERSITY</p>	<p>SOLICITATION TYPE:</p> <p>Request for Proposal</p>
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Solicitation Number:	CCU-9300716
Description:	Provide a LIDAR Drone
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date of Amendment:	June 26, 2025

AMENDMENT # 1

NOTICE:

In order to make the solicitation document easier to read, a complete new document is being issued with this Amendment. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre Award" and "Post Award" phases of this procurement. Prospective offerors/bidders should discard the original solicitation document or any previously issued amendments in preparing their on-line bids/proposals.

In an effort to assist your review of the amendment, every attempt has been made to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document. Despite best efforts, there is a chance that a change was inadvertently left un-highlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely solely on highlights identifying all changes.

PURPOSE OF THIS AMENDMENT:

The solicitation noted above is amended as provided herein. The purpose of this amendment is to:

(1) **provide responses to questions received.**

Questions and Responses will be provided in a section immediately after Cover Page 2 and prior to the Table of Contents.

If the **QUESTIONS MUST BE RECEIVED BY** date is being revised, then only the items highlighted in yellow and the Questions and Responses are subject to any additional questions.

Questions received from the prospective vendor community and the University's responses to those questions are provided on the following page:

1. Is there a preference on blue list aircraft? Specifically, certain OEMs have multiple aircraft that meet the requirements listed, is there an intent for more robust capability or just to meet the minimum requirements listed in the solicitation?

University response: The requirement is that the drone be acceptable for operations on U.S. Federal land. The immediate need is for use at Parris Island Marine Corps Recruit Depot.

2. Does CCU have a desire for spare parts, batteries, cases, etc. to be included in the quote?

University response: Yes, please include spare parts, batteries, and other supporting materials in the quote itemized separately from the base drone and LIDAR systems.

3. Does CCU have a PIX4D license already or should that be included in the quote for the aircraft?

University response: The University holds active licenses for both Pix4D and Qinertia Pro.

4. Is the training request a 1 time effort, ad hoc per session, or on going?

University response: Yes, initial training is required to support setup and testing.

The following clause contained in the original solicitation document is reprinted for reference:

AMENDMENTS TO SOLICITATION:

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the Business Opportunities web site for the issuance of Amendments.
- (b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

The QUESTIONS MUST BE RECEIVED BY has been changed to July 1st, 2025 at 5:00 p.m.
The SUBMIT OFFER BY date has been changed to July 8th, 2025 at 4:00 p.m..



SOLICITATION TYPE:
Request for Proposal

Solicitation Number:	CCU-9300716
Description:	Provide a LIDAR drone
Procurement Officer:	Tracy O'Keefe
Email:	tokeefe@coastal.edu
Telephone:	843-349-2741
Date:	June 9th, 2025

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Coastal Carolina University.

SUBMIT YOUR OFFER ON-LINE THROUGH THE BUSINESS OPPORTUNITIES WEBSITE AT THE FOLLOWING URL: <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

SUBMIT OFFER BY (Opening Date/Time)	June 30th, 2025 at 11:00 a.m. July 8th, 2025 at 4:00 p.m.	(See "Deadline For Submission Of Offer" provision)
QUESTIONS <u>MUST</u> BE RECEIVED BY:	June 19th, 2025 at 4:00 p.m. July 1st, 2025 at 4:00 p.m.	(See "Questions From Offeror" provision)

CONFERENCE TYPE: N/A DATE & TIME (EST): (As appropriate, see "Conferences – Pre-Bid/Proposal" and "Site Visit" provisions.)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on July 17th, 2025 . The award and any amendments to this solicitation will be posted at the same URL address as shown above.
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You must submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	TAXPAYER IDENTIFICATION NO.
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other

☐ Corporation (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state or local)

PAGE 2

(You must return Page 2 with your offer.)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS: 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 DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]****

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)&(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)).	
<p align="center">**PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]**</p> <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (check only one)	

End of Page 2

(PAGE INTENTIONALLY LEFT BLANK.)

This page is reserved for responses to questions in the event of the issuance of an Amendment to provide such information.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES, SUPPLIES AND/OR EQUIPMENT: The purpose of this solicitation is to acquire services, supplies and/or equipment complying with the description, specifications and conditions listed in the Scope of Solicitation and other documents related to this solicitation.

Coastal Carolina University seeks a source to provide a LIDAR drone per the specifications.

ONE-TIME PURCHASE: This is a one-time purchase for goods and/ or services as described herein and terminates upon the completion of the obligations by both parties. See Section VII. Terms and Conditions – B. Special, Term of Contract- One-Time Purchase.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

ADDENDUM means a document issued to supplement the original solicitation document; see Amendment.

AMENDMENT means a document issued to supplement the original solicitation document; see Addendum.

AUTHORITY means the State of South Carolina State Fiscal Accountability Authority or its successor in interest.

BUSINESS OPPORTUNITIES means the website designated for the posting of open, closed, and awarded solicitations for the University, found at this URL: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CLOSE DATE means the date shown on the Business Opportunities website for the specific solicitation and/or the SUBMIT OFFER BY date shown on Page 1 of this solicitation.

CONTACT means the name shown on the Business Opportunities website who is also the Procurement Officer.

CONTRACT See clause entitled "Contract Documents & Order of Precedence".

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract titled "Changes", if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror". See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract".

PAGE 2 means the second page of the original solicitation, which is labeled Page 2.

PROCUREMENT OFFICER means the person, or his successor, employed and duly authorized by the University with the responsibility to administer the procurement process, enter into and administer contracts, and make written determinations with respect thereto and identified as such on the Cover Page, the Business Opportunities website, amendments to Solicitations, an award notice, and change orders.

SOLICITATION means the online solicitation document and all parts, attachments, attributes, and any Addendums of the specific solicitation which includes the Coastal Carolina University Standard Bidding Terms and Conditions and Coastal Carolina University Standard Purchase Order Terms and Conditions.

STATE may also mean the University which is a State of South Carolina state agency.

STATEWIDE TERM CONTRACT. If the description or other areas of this solicitation indicates the solicitation will become a "statewide term contract", then the meaning of University also includes any South Carolina Procurement Units [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract".

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

SUPPLIER (see VENDOR).

US or WE means the University.

UNIVERSITY means Coastal Carolina University.

USING GOVERNMENTAL UNIT generally means the University. If the resulting award from this solicitation creates a Statewide Term Contract, the phrase "Using Governmental Unit" also means any South Carolina Public Procurement Unit that submits a purchase order to the contractor pursuant to the contract resulting from this solicitation.

VENDOR means a supplier or seller of goods and services. The term "Supplier" is used interchangeably with the term "Vendor".

WORK means all labor, materials, equipment, services, or property of any type provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION:

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the Business Opportunities web site for the issuance of Amendments.

(b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only University official authorized to bind the University with regards to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted on the Business Opportunities website. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract will be given by posting the notice for seven business days before a contract is entered into and will be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with the University. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the Close Date, you must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) By submitting an offer, each authorized person submitting the offer is certifying that he/she-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the authorized person as not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (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 non-responsible.
- (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 University, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer 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 University purchasing office or the University's mail room which services that purchasing office prior to the bid opening. (Paper offers are not the preferred method of submission however.) [Reference Code Section R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the University may withhold award. Before withholding award on these grounds, the University will notify you of the concerns and provide a reasonable opportunity for you to respond. The University may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [Ref. Compendium 02-2A047-3 Jul 2023]

DRUG FREE WORK PLACE CERTIFICATION: 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.

DUTY TO INQUIRE: 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 University's attention. See clause entitled "Questions from Offerors".

ETHICS CERTIFICATE: By submitting an offer and/or accepting an order, 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 University 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the University may be required to pay.

OPEN TRADE REPRESENTATION: 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.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Code Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROHIBITED COMMUNICATIONS AND DONATIONS: 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 University 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 University during the period beginning eighteen months prior to the Opening Date.** [Reference Code Section R. 19-445.2165]

PUBLIC OPENING: Offers will be publicly opened at the date/time shown as the Close date. Unless notified otherwise, the location of all Public Openings will be:

Coastal Carolina University
Atlantic Hall
642 Century Circle
Conway SC 29526

(This section does not apply to contracts with an actual or potential value of one hundred thousand dollars or less.) [Reference Code Section 11-35-1550]

QUESTIONS FROM OFFERORS:

(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 and/or the Business Opportunities website. 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, 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.**

The preferred method for submitting questions is through the Business Opportunities website and the Question and Answer Board for this particular solicitation. Responses to questions received through the Business Opportunities website will be posted to the Question and Answer Board or may be provided in an Amendment to the solicitation. Alternatively, an email may be sent to the Contact's address noted on the Business Opportunities website, with the subject line indicating "Questions – Solicitation (insert identifying Solicitation Number); or questions may be sent to the Contact's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

(b) The University 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. [Reference Code Section R. 19-445.2140]

REJECTION/CANCELLATION: The University may cancel this solicitation in whole or in part. The University may reject any or all proposals in whole or in part. [Reference Code Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS:

(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 University 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. [Reference Code Section 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. [Reference Code Section R. 19-445.2070].

(e) Unbalanced Bidding. The University 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 University even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

SIGNING YOUR OFFER: Every Offer must be submitted by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be submitted by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name 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. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name and include the name 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 list 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 it has been submitted by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public."

IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE UNIVERSITY MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the University will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the University, 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 University, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this University who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the South Carolina Department of Administration, Division of Small and Minority Business Contracting and Certification (SMBCC) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: SC Division of Small and Minority Business Contracting and Certification, Phone: (803) 734-0657, Fax: (803) 734-2498.

UNIVERSITY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal University processes so that offers cannot be received at the University 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 University processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

VENDOR REGISTRATION MANDATORY: The University has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>. Once registered, suppliers must keep their information current.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER - RFP – SOLUTIONS BASED: The following outline may be helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively affect our evaluation of your offer.

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the University's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Technical Overview: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project
3. Detailed explanation of proposed solution
 - 3.2.1 Functional capabilities of the proposed solution, including all performance capabilities, specifications and response times.

3.2.2 Technical information about proposed solution, including technical specifications of any proposed equipment or services

3.2.3 Software, if any, including manufacturer, functional capabilities, warranties, support levels, and documentation (any applicable license agreements and documents reflecting offeror's authority to include such software).

3.2.4 Technical and operational manuals, by reference.

3.2.5 Warranties -- include all functional, performance, and quality of workmanship warranties. Describe acceptable warranty performance specifications and warranty performance reporting to include number of calls, number and type of repairs and changes, etc.

4. Business proposals

4.2.1 Total cost of ownership -- provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

CONTENTS OF OFFER (APPLICABLE TO REQUEST FOR PROPOSALS (RFPS) ONLY):

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DEMONSTRATION

The three (3) highest ranked responsive Offerors with a mathematical possibility of being the Offerors after the Phase One (I) evaluations may be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. The demonstrations will be performed virtually via Microsoft Teams. The time allotted per individual Offeror shall not exceed two (2) hours and shall include ample time to be allocated for panel questions and Offeror's answers. The University will notify the responsive Offerors as quickly as possible to schedule a specific date and time. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the University during a demonstration will not violate the restrictions applicable to Offerors.

a. The activities of the Offeror should be limited to a demonstration of the system proposed and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offeror will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Items that are "value added" and not part of the base proposal (including custom programming) must be included as such at every point that the product or feature is used, whether that use is directly in use or it supports the processes that the software is performing. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.

b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the University.

c. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.

d. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

e. The demonstration script will be used to assist the University in reviewing your response and to gauge how well your solution may meet our organizational goals and objectives. Please prepare to present information, not static Power-Point, on the items listed in the demonstration script. The time allotted for the demonstration shall not exceed two (2) hours, which includes the presentation and further clarifications/questions and answers. Additionally, if time allows, at the end of the scripted portion of the demonstration, the vendor will

have the opportunity to show any additional features or functionality offerings that were not previously covered by the demonstration script; but were a part of their response.

- f. In an effort to ensure that we cover all key factors necessary to complete our selection process, we ask that you complete the entire demonstration script before demonstrating other optional features. If there is a portion of the demonstration which your software does not accommodate, please state this during your demonstration and move on to the next agenda item.
- g. Offeror will present their demonstration in real time.
- h. The demonstration session is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions nor receive preliminary assessments on its proposal from the members of the panel. Attendees at the virtual presentation session must include the key members of the Offeror's proposed management team (account management team, key technical personnel, and key subject matter experts) who will be directly involved in the delivery of the services requested to the State.

The University, in its own discretion, may modify any sub-paragraphs of this clause prior to presentations with the three highest ranked Offerors.

DEMONSTRATION SCRIPT

TOPIC	Time Allotment
1.Introductions	5 min.
2.Presentation of proposed system – Offeror's proposed software solution to meet the required system as indicated in the initial paragraph of Section III. Overview.	45 min.
3. Additional options – Offeror's additional module capabilities not included in the base offer.	15 min.
4.Evidence/discussion of prior experience with similar installations.	10 min.
5. Question and answer period.	45 min.

The University, in its own discretion, may modify any sub-paragraphs of this clause prior to presentations with the three highest ranked Offerors.

DESCRIPTIVE LITERATURE – LABELLING: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DESCRIPTIVE LITERATURE – REQUIRED: Your offer must include manufacturer's latest literature showing complete product specifications.

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT: Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

ON-LINE BIDDING INSTRUCTIONS:

- (a) Mandatory Registration: You must register before you can submit an offer on-line! See clause entitled "VENDOR REGISTRATION MANDATORY." To register or submit an offer, please visit the following site: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>
- (b) Once registered and signed into the system, chose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from you.
- (c) Only offers with a "submitted" status have been received by the University.

OPENING PROPOSALS – INFORMATION NOT DIVULGED: In competitive sealed proposals ("Request For Proposals" or "RFP"), neither the number nor identity of offerors nor prices will be divulged at opening. [Reference Code Section 11-35-1530 & Section R. 19-445.2095(c) (1)]

PROTEST – CPO - MMO ADDRESS: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us , or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled “VENDOR REGISTRATION MANDATORY” and “ON-LINE BIDDING INSTRUCTIONS.”

If you must submit a paper offer or modification the following instructions apply:

- (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).
- (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address:

MAILING ADDRESS:
Coastal Carolina University
Procurement Services
PO Box 261954
Conway, SC 29528-6054

PHYSICAL ADDRESS:
Coastal Carolina University
Procurement Services
642 Century Circle
Conway, SC 29526

- (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof.
- (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
- (d) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies.
- (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The University's Mail Services picks up all mail from the US Postal Service once daily around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission of Offer.

UNIT PRICES REQUIRED: Unit price to be shown for each item. This section does not apply to competitive sealed proposals ("Request For Proposals" or "RFP").

III. SCOPE OF WORK

Overview:

Coastal Carolina University seeks a LIDAR drone with co-registered photography per the features and functionalities described below:

Key Features and Functionalities:

1. Seeking LIDAR with co-registered aerial photography.
2. The LIDAR (GPS/MRU) specifications should include:
 - a. 1-foot grid of Spot Elevations (<0.15 ft/ 5 cm accuracy).
 - b. Photogrammetric Specifications
 - i. Full resolution and Selected Down Sampled Orthomosaics
 - ii. Photographic images importable to PIX 4D software
3. Preference is for an instrument that can operate integrated within a drone or as a standalone payload that could be operated from a drone (part of quote) or mounted on a surface vehicle (not part of this quote).
4. The drone must be able to operate over federal (lands/facilities, certified all-USA made ("Blue Drone")).
 - a. Preference is for the associated drone to be compatible with PIX4D software

5. Primary function is related to coastal erosion studies (beach/dune systems) so needed functions include: generating topo surfaces (maps) of morphology, use of time series of maps for cut fill and volume change and other spatial and temporal analysis.
 - a. Secondary applications include mapping other landscapes and infrastructure.
 - b. The topographic output will be merged with shallow water 3D sonar to integrate topo-bathy maps and change.
6. The associated software should have an effective, accurate vegetative filter function. We would like to export out the classified "vegetation" separately if possible to compare vegetation characteristics (height, density etc. with bare earth surface characteristics).
7. Data/output formats should be readily loaded into Arc GIS and other spatial analysis software.
8. The system should have turnkey workflows mapped out for acquisition and data processing, preferably producing QA/QC reports.
 - a. Data processing should be able to accommodate GPS corrections via RTK (SC Geodetic Survey Virtual RT Network) as well as a separate GPS base station set up with a given survey
9. Effective training support. As a university we will constantly have users whose skill levels will range from first learning to process and work with the data to advanced users.

BRAND NAME OR EQUAL SPECIFICATION: The use of a "brand name or equal" specification, which lists one or more manufacturer's names or catalogue numbers, provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition; rather, they are used to describe the standard of quality, performance and other characteristics needed to meet University requirements. An item shall be considered to be substantially equivalent, or "equal" to the specified brand if in the opinion of the Procurement Officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer's latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University in its purchase order.

DELIVERY – GENERAL: Subject to conditions beyond the control of the Contractor, delivery or completion must actually be affected within the time stated on any order, if so stated. If, for any reasons whatsoever, including conditions beyond the control of Contractor, completion is not timely, the University reserves the right to obtain the goods or services elsewhere and to charge Contractor with any loss incurred as a result thereof or, as its option, to cancel the order.

OPERATIONAL MANUALS: Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

QUALITY – NEW: All items must be new.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You must submit a signed Cover Page and Page 2 by uploading a copy into the to the Supplier Attachments section of the Business Opportunities system. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION: In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

You shall submit a **Technical Proposal** and a **Price Proposal** of your offer in separate and distinct documents. Both documents must be uploaded as part of your online submission.

1. Technical Proposal

(a) *Signed Cover page one and page two completed and acknowledgment of amendments.*

(b) *Executive Overview*

Up to two (2) pages to briefly describe the offeror's proposal. This overview should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive overview. The overview should also include a statement indicating that the key staff and management staff proposed for the project will be those assigned to this project.

(c) *Technical Proposal*

Describe in detail the technical and functional capabilities as presented in Section III.

2. Experience and Qualifications

The general history and experience of the business in providing work of similar size and scope.

3. Price Proposal – *Submit separate from the Technical Proposal*

See Section VIII – Bidding Schedule

MINORITY PARTICIPATION: A Minority Participation questionnaire will be provided in the Buyer Attachments area of the event within the Business Opportunities portal. If applicable, Offerors are asked to complete the questionnaire and attach it to their offer via electronic upload.

OFFEROR TERMS AND CONDITIONS AND/OR SOFTWARE LICENSING AGREEMENT:

If required by you, you must provide a copy of all terms and conditions and/or agreements necessary to purchase any of the products/services included in your quote. It is expected that the University will work in good faith in reaching a mutually acceptable agreement when applicable. There are certain terms and conditions, however, that are unacceptable to the University and must not be included in the offeror's submission:

- Choice of law provisions applying the laws of any state other than the State of South Carolina [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses requiring the University to indemnify, defend, or hold harmless the Offeror or any other party [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses that require binding arbitration of disputes.
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the S.C. Freedom of Information Act [Reference S.C. Code of Laws, Title 30, Chapter4].

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR:

(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, including, but not limited to, Google search, Dun and Bradstreet reports, business continuity plans, and internal control assessments. 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.”

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information”, as defined in the clause entitled “Information Security – Definitions, “ if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and **point of contact**. In determining your responsibility, the University may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS: Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the University.

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs. 117-304.1 (Supp. 2004).

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL: Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the University may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the University may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The University may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the University may elect to disregard the negotiations and accept your original proposal.

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

There will be two (2) Parts to the Evaluation Process for this Proposal.

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. The three highest scored offerors will be asked to demonstrate the product technical capability of their solutions in Phase II—Demonstration of Product Technical Capability. Each offeror asked to provide a demonstration of product technical capability will be evaluated against the Phase II set of criteria indicated below.

PHASE I

(1) TECHNICAL PROPOSAL

The evaluation panel will use the information submitted in response to Part IV. Information for Offerors to Submit

(2) EXPERIENCE AND QUALIFICATIONS

The evaluation panel will use the information submitted in response to Part IV. Information for Offerors to Submit,

(3) PRICE

The Procurement Officer will assign points to this criterion using the information submitted in the Price Proposal. The Offeror whose Total Price is the lowest will receive the maximum number of points available. All other Offerors' proposals shall then receive points on a pro-rata basis in comparison to that initial low price.

PHASE II

DEMONSTRATION

After the evaluation of the Phase I criterion, all Offerors' proposals ranked close enough to the highest scoring Offeror where the award of points allowed for a demonstration could shift the final ranking, may be asked to participate in a Video Questions and Answer with potential of video a demonstration to be evaluated in Phase II.

If after the evaluation of Phase I, the point spread is too wide to be bridged by a second ranking during a demonstration phase, then only the top ranked Offeror will be asked to provide a demonstration, which will be evaluated on a pass/fail basis only.

Evaluation Criteria	Description	Points to be awarded (per evaluator)
Phase I		
Technical Specifications	Does the drone meet specifications outlines in Section III	50
Experience and Qualifications	Training support provided Qualifications of the vendor	25
Business Proposal	Total cost of Drone purchase	25
Phase II		
Live Virtual Demonstrations	The evaluation panel will use the real time demonstration to evaluate this criterion	25
Total		125

In calculating points for the Business Proposal, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on its price relationship to the lowest, as in by applying the following formula:

$$\begin{aligned} & (\text{lowest total cost among all proposals} \div \text{proposal being evaluated}) \\ & \times \text{maximum points assigned for Business Proposal} \\ & = \text{Business Proposal points awarded} \end{aligned}$$

Business points for each proposal will be added to each evaluator's scoring by the Procurement Officer once the scoring for the other criteria has been finalized.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(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 University 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 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.

BANKRUPTCY - GENERAL:

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the University. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all University orders/contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

(b) Termination. This contract is voidable and subject to immediate termination by the University upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:

(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 discussions [11-35-1530(6)] of an offer, if applicable,
- (4) your offer,
- (5) any statement reflecting the University's final acceptance (a/k/a "award"), and
- (6) purchase orders.

These documents shall be read to be consistent and complementary. 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 University, (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 the University. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT:

(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 University 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 a legal holiday when Federal Government offices are closed and University business is not expected to be conducted, payment may be made on the following business day.

DISPUTES:

(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 University regarding the Agreement is not a waiver of either the University's sovereign immunity or the University's immunity under the Eleventh Amendment of the United States 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 2 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.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status. 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.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE:

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(B) Notice to contractor shall be to the address identified by the Contractor in the electronic registration system. Notice to the University shall be to the Procurement Officer's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or to the Procurement Officer's email address as noted on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE:

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.

ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The University may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the University beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the University may terminate the contract for default.

[Ref. Compendium 07-7A054-1 Jul 2023]

PAYMENT & INTEREST:

(a) The University shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any
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deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the University.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT).

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the University shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the University shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The University shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, or other such media, without the prior written approval of the Procurement Officer and the office of University Communication.

PURCHASE ORDERS: Contractor shall not provide any goods or services or perform any work prior to the receipt of a purchase order from the University. The University 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.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the University, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the University. It shall be solely the University's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the University to contractor, contractor shall be liable to the University for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER: The University does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the University's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the University in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the University promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the University is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: <http://www.coastal.edu/policies/>

The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University's policy on Protection of Minors can be found at: <http://www.coastal.edu/policies/policyDetails.html?x=182>

By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws.

Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE–SOFTWARE LICENSING–SINGLE AGENCY:

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements–Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled South Carolina Standard Amendment To

End User License Agreements For Commercial Off-The-Shelf Software – Single Agency, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this order. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract.

The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT:

(a)(1) The University may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The University's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the University terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the University for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the University in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the University may require the Contractor to transfer title and deliver to the University, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the University has an interest.

(f) The University shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall

set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The University may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the termination had been issued for the convenience of the University. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under this contract.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the University's option, be returned to the Contractor at Contractor's expense. The University will not be obligated to pay for services or labor provided in excess of that specified in the order.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The University may bid separately any unusual requirements or large quantities of supplies covered by this contract.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Contractor warrants that it will not make available or distribute any student education records it receives from the University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for the Contractor to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Contractor will notify the University immediately in the event of a security breach that could or does impact the University records or data. Contractor agrees that University data will not be shared or sold to third parties without prior written authorization from the University. Contractor agrees to notify the University immediately if it receives a subpoena, court order or other request for University data so the University can take appropriate action if needed.

HOLD HARMLESS: The University, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the University or failure of the University to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's proposal.

IMPORTED GOODS: Whenever Contractor acts as the University's agent in importing goods from other countries, the Contractor agrees to show on its invoices the amount of any customs or import duties paid to the United States government as a separate item.

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INDEMNIFICATION - INTELLECTUAL PROPERTY:

a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability.

(c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

(e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

INSPECT/REJECT: The University reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by the University.

INVOICE ITEMIZATION: All transportation, insurance, crating and /or packing charges are to be entered as separate items on Contractor's invoice, unless goods are sold F.O.B. destination or such charges are included in Contractor's price.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in the order. Note: The University campus is located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

OFFSHORE CONTRACTING PROHIBITED: No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

PARTIAL SHIPMENTS: No partial shipments on any item will be accepted.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University's designated receiving site, or other location, as specified herein. (This clause is applicable for the acquisition of goods.) (See Delivery clause.)

TERMINATION FOR CONVENIENCE:

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the University. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the University. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the University in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the University has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the University has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the University, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the University's right to require the termination of a subcontract, or (ii) increase the obligation of the University beyond what it would have been if the subcontract had contained an appropriate clause.

WARRANTIES: In addition to any expressed or implied warranties provided by applicable law, the Contractor hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the University's specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, the University may cancel this Contract and return the goods or services or

correct the defective goods or work at Contractor's expense. The foregoing representations and warranties shall survive acceptance of the goods or services.

WARRANTY – STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. BUSINESS PROPOSAL-PRICE SCHEDULE

BUSINESS PROPOSAL: Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership – Offerors will propose their price based on the total level of effort they believe will be necessary to successfully complete each activity and deliverable indicated in *Section III* of this solicitation. Offerors shall complete the following table:

Description	Cost
Purchase price for the LIDAR Drone	\$
Total Cost	\$



Construction Projects				
Evaluator one (P Gayes)		Frontier Precision inc	Redwolf Consulting Partners Inc	SmartDrone
*CRITERIA	POINTS	SCORE	SCORE	SCORE
1.	50	40	49	45
2	25	23	23	22
3	25	20	20	20
4	25	15	8	25
	125	98.00	100.00	112.00
Evaluator two (Preston C		Frontier Precision inc	Redwolf Consulting Partners Inc	SmartDrone
*CRITERIA	POINTS	SCORE	SCORE	SCORE
1.	50	48	46	43
2	25	23	23	23
3	25	24	21	23
4	25	15	8	25
	125	110.00	98.00	114.00
Evaluator three (C Chris		Frontier Precision inc	Redwolf Consulting Partners Inc	SmartDrone
*CRITERIA	POINTS	SCORE	SCORE	SCORE
1.	50	25	40	38
2	25	20	23	20
3	25	25	15	21
4	25	15	8	25
	125	85.00	86.00	104.00

- *CRITERIA**
- 1. Technical Specifications - does the Drone meet the specifications outlined in Section III
 - 2. Experience and Qualifications Training support provided, and qualifications of the
 - 3. Live Virtual Demonstrations- The evaluation panel will use the real time demonstation to evaluate this criteria
 - 4. Business Proposal

FIRMS	TOTAL	AVERAGE
Frontier Precision inc	293.00	73.25
Redwolf Consulting Partners	284.00	71.00
SmartDrone	330.00	82.50

Discovery Purchase Agreement

Coastal Carolina University
100 Chanticleer Drive East
Conway, SC 29526
United States

Reference: 20250110-155947996
Agreement created: January 10, 2025

Paul Gayes
ptgayes@coastal.edu
843-995-1442

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Discovery 3 Drone		1	\$56,999.00	\$56,999.00
HARDWARE:				
- Discovery 3 Drone				
- 8x Batteries (4 sets)				
- Rugged Travel Case				
- Herelink Hand Controller				
SOFTWARE:				
- Unlimited self-service processing				
- One-click processing suite includes perpetual				

Item & Description	SKU	Quantity	Unit Price	Total
<p>licenses</p> <ul style="list-style-type: none"> – Software updates including new features for 2 years <p>TRAINING SERVICES:</p> <ul style="list-style-type: none"> – 2 x Seats within SmartDrone's Learning management system – Software and processing training (remote, 8 hours) – Additional training and support packages available <p>LIMITED WARRANTY:</p> <ul style="list-style-type: none"> – 24 month Parts & Labor for Manufacturer's Defects – Second-year warranty extension available <p>SERVICE & SUPPORT:</p> <ul style="list-style-type: none"> – Local FAS Support – HQ support, design, & engineering in Tyler, TX 				
Second year warranty (Unlimited)		1	\$6,000.00	\$6,000.00

Item & Description	SKU	Quantity	Unit Price	Total
– extends warranty for additional 12 months with unlimited flight hours				
Battery Set 2 Batteries (50 Acre Coverage)		4	\$375.00	\$1,500.00
Yearly SmartDrone LMS Seat Renewal 1 year of access to the SmartDrone LMS		1	\$500.00	\$500.00
Warp Pro Charging Case		1	\$3,499.00	\$3,499.00
Subtotals				
One-time subtotal				\$68,498.00
Other Fees				
University Discount				– 10.0%
Shipping & Handling				\$300.00
Total			\$61,948.20	

E-signature Consent By selecting 'Click to sign' below, Customer is signing this document electronically. Customer agrees that their electronic signature is the legal equivalent of a handwritten signature on this document. By signing, Customer agrees to the legally binding terms and conditions of this Agreement. Customer further agrees that they are authorized to enter into

this Agreement and that their digital signature is as valid as the Agreement being signed in writing.

Signature

Choose a profile to start the e-signature process.

Paul Gayes

ptgayes@coastal.edu

[sig|req|signer1]

Precedence

In the event of any conflict between the terms and conditions of this Sales Agreement and the terms and conditions set forth in Coastal Carolina University's Solicitation No. CCU-9300716, including any amendments thereto, the terms of the Solicitation shall govern and supersede.

The Vendor acknowledges and agrees that the University's procurement terms, as outlined in the Solicitation, shall take precedence over any conflicting provisions in this Agreement, including but not limited to indemnification, confidentiality, intellectual property, warranty, and dispute resolution clauses.

Payment Terms

Notwithstanding any provision to the contrary, Customer shall not be required to remit any payment prior to the delivery and acceptance of the Products. All payments shall be due and payable within thirty (30) calendar days of the receipt of a valid invoice following the delivery and acceptance of the Products in accordance with the terms of this Agreement. SmartDrone shall not impose any late fees or penalties inconsistent with South Carolina procurement laws.

Restrictions on Use

Customer is prohibited from using any SmartDrone products in any land and air jurisdiction outside of the Continental United States. Acceptance of this agreement certifies the Customer's representation that no such prohibited use will occur.

Insurance & Training Obligations

Any operation of systems provided by SmartDrone must be done by persons who have been trained by Customer or that Customer believes are properly

trained to operate the Product. It is Customer's responsibility to understand every Product, maintain safe flight operations in line with state and federal guidelines, maintain the Product, and ensure all licensing and training is current. Customer and any designated operator hired by Customer is responsible for carrying their own liability insurance before operating the system.

Exclusion of Liability

Unmanned aircraft and laser mapping solutions are sophisticated, complex and potentially dangerous systems that require experienced operators and maintainers. This must be understood by Customer and Customer designated operators.

Necessary precautions to prevent damage and injury shall be taken by Customer in anticipation of any system failure. In order to guarantee optimal operation and reliability of the products, all components must be maintained and regularly inspected according to Customer's flight safety and maintenance program. It is the responsibility of Customer to obtain any flight permits or approvals needed for the operation of the product.

SmartDrone is not liable for any damage to the product or property damage and personal injuries that may occur with products provided by SmartDrone. In particular, SmartDrone is not responsible for any faulty operation, mechanical deficiencies, errors occurring during flight, crashes or crash landings, except due to the gross negligence of SmartDrone. This includes damages or injuries that could occur during any training.

Delivery

SmartDrone will ship the products from SmartDrone's manufacturing facility. Title to the Products passes to Customer when the Products are presented to the carrier for shipment and a tracking number is provided to Customer, from which point Customer is responsible for all risk of loss or damage.

SmartDrone will use commercially reasonable efforts to ship the Products in accordance with any estimated shipment dates provided to Customer; provided, however, that SmartDrone's failure to ship on the estimated shipment date will not be deemed a breach of this Agreement, and SmartDrone will have no liability for any delay in shipment. Unless otherwise specified in an accepted order, SmartDrone may make partial or installment delivery of Products.

Acceptance

Products will be deemed accepted upon delivery; provided that, Customer may reject delivered Products within three (3) business days after their delivery if there are obvious errors (e.g. visible defects not caused by damage in shipment,

delivery of the wrong Products) by providing SmartDrone with written notice of the error and returning the defective Products to SmartDrone. For the avoidance of doubt, Customer's acceptance of Products under this section will not relieve SmartDrone of its limited warranty obligations.

Intellectual Property

Customer acknowledges that all internal hardware, software, and functionality not readily visible from external view of the Product constitute trade secrets or other intellectual property of SmartDrone and that as between SmartDrone and Customer, SmartDrone owns and shall retain all right, title and interest in and to any and all intellectual property rights covering or embodied in the Products.

Accordingly, Customer agrees not to: (i) reverse engineer any Product, including any software embedded in any Product ("Embedded Software"); (ii) disassemble any Product, including by removing any software, components or parts of components from such Product or its respective housings; (iii) decompile, disassemble or otherwise attempt to derive the source code, algorithms, models, designs, or architecture any Product (including any Embedded Software); (iv) copy or make any reproduction of any Product or any part of any Product (including any Embedded Software); (v) alter any Embedded Software, or otherwise change the software of any Product other than in accordance with SmartDrone's instructions for updating such software; or (vi) facilitate or permit any third party (including Customer) to do any of the foregoing without SmartDrone's prior written approval, such approval to be separate from any acceptance from any order.

Customer receives no right or license, by implication, estoppel or otherwise, to any intellectual property rights under this Agreement. Customer will not remove any copyright, patent, trademark or other proprietary notices, markings or legends from the Products.

In the event that Customer provides any suggestions or feedback regarding the Products, Customer hereby grants to SmartDrone a non-exclusive, perpetual, irrevocable license to use and benefit from all such suggestions or feedback in connection with SmartDrone's products and services without restriction.

The Products may contain certain Embedded Software that is licensed under an open source license. Nothing in this Agreement is intended to limit Customer's rights to such open-source software under the applicable open source licenses.

Confidential Information

If there is an existing non-disclosure agreement in place between SmartDrone and Customer that covers the information exchanged in connection with this

Agreement, that existing agreement will control and supersede the remainder of this section.

Otherwise, Customer will: (i) treat as confidential information of SmartDrone any non-public information received or learned by Customer hereunder or otherwise received or learned from SmartDrone, including information regarding the non-public aspects of the Products and SmartDrone's business plans and technology; (ii) reasonably protect such information from disclosure; and (iii) not use or disclose such information other than as expressly authorized by SmartDrone in writing.

The foregoing obligations will not apply to any information that Customer can demonstrate is or becomes generally available to the public without breach of this Agreement, is provided to Customer by a third party that does not owe a duty of confidentiality with respect to such information, is already known to Customer, without a duty of confidentiality, prior to disclosure to Customer by SmartDrone, or is independently developed by Customer without use of or reference to SmartDrone's confidential information.

Restriction on Resale

Customer grants SmartDrone a right of first refusal to purchase any Products from Customer. Customer agrees not to, or permit any third party to, sell, provide, or otherwise dispose of any Product to any third party without SmartDrone's written approval.

Limited Warranty

SmartDrone warrants only to Customer that the Products, at the time of their delivery to Customer and for twelve (12) months thereafter, will conform to SmartDrone's specifications for the Products (found online at www.smartdrone.us) in all material respects and be free from defects in materials and workmanship. SmartDrone retains the right to change the specifications for the Products, including their dimensions, composition, design, performance, color and appearance, and to provide updates for Embedded Software, provided that, for purposes of the limited warranty stated above, the specifications applicable to any Products ordered hereunder will be the specifications in place at the time of manufacture.

Products that are manufactured by SmartDrone may include new parts or serviceable used parts that are functionally equivalent to new parts. The foregoing limited warranty does not apply to damage caused by ordinary wear and tear, and is conditioned upon (i) installation, maintenance and normal use of the Products in conformity with the specifications and other instructions furnished by SmartDrone from time to time, and in a manner and for purposes

for which the Products were designed and intended by SmartDrone; (ii) no labels or tamper-resistant mechanisms having been removed from the Products; and (iii) the Products not having been subjected to misuse, neglect, accident, alteration, improper installation, repair not authorized by SmartDrone, or combination with items not supplied by SmartDrone which, in the reasonable judgment of SmartDrone, adversely affect the condition or operation of the Products. This warranty is non-transferable.

SmartDrone will repair or replace (without any additional charge) any Products that do not conform to the limited warranty, or refund or credit to Customer the amount of the purchase price of such defective or nonconforming Products, in each case upon their return to SmartDrone during the warranty period stated above (with transportation charges prepaid by Customer, to be credited or refunded after verification of defectiveness or nonconformity of returned Products), provided that (i) SmartDrone is promptly notified in writing with a detailed explanation of the alleged deficiencies upon Customer's discovery of such deficiencies; and (ii) SmartDrone's examination of the Products confirms that such Products are defective or nonconforming with respect to the applicable specifications.

Customer must return the defective or nonconforming Products to SmartDrone, even if SmartDrone, at its option, delivers replacement Products in advance of such return; otherwise Customer must pay SmartDrone the full purchase price for such replacement Products. Customer's remedies for breach of warranty with respect to the Products will be limited exclusively to those provided in this section. The warranty period for replaced Products will be the remainder of the original warranty period (12 month warranty) or the Second Year Warranty if purchased.

To receive the benefit of this warranty, Customer must give SmartDrone written notification within thirty (30) days after Customer knows, or reasonably should have known, of the defect. Such notification shall contain details of the circumstances of discovery by the Customer and nature of the defect. Customer shall, in accordance with SmartDrone's instructions, provide the allegedly defective product or parts to SmartDrone. Transportation costs of the product or parts to and from the location specified by SmartDrone shall be borne by Customer. SmartDrone will determine if the alleged defective products or parts fall within this warranty and the costs of such repairs or replacement under this warranty shall be borne by SmartDrone. Repaired or replaced parts shall be subject to the remainder of the original warranty. Should SmartDrone determine that the warranty provisions are not applicable for the returned product, SmartDrone will provide an invoice for repair and shall not be obligated to repair or replace the product unless Customer accepts this invoice.

Disclaimer. THE EXPRESS LIMITED WARRANTY IN THIS SECTION IS IN LIEU OF, AND SMARTDRONE AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS (INCLUDING ANY EMBEDDED SOFTWARE), INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND THEIR ANALOGS UNDER THE LAWS OF ANY JURISDICTION. THESE DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Limitations of Liability

IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR ANTICIPATED PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF EITHER OR BOTH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SMARTDRONE'S AGGREGATE LIABILITY FOR ALL DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT CUSTOMER PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR DAMAGES. THESE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

The foregoing limitations of liability shall not, however, limit either party's liability, if any, for: (a) infringement or misappropriation of the other party's intellectual property rights; (b) its breach of Sections 4 (Intellectual Property Rights) or 5 (Confidential Information); (c) its indemnification obligations under this Agreement; or (d) its gross negligence or intentional misconduct.

Customer is solely responsible for selection of the Products for Customer's intended use (including in Products and its distribution to Customers), for the safe and proper use of Products and data and information output generated by the Products, and for compliance with all applicable laws, rules and regulations in the use of the Products.

Assignment

This Agreement will not be assignable by either party without the prior written consent of the other party hereto, except that SmartDrone may assign this Agreement without Customer's consent in connection with a merger, acquisition, change of control or sale of substantially all of the assets of SmartDrone to

which this Agreement relates. This Agreement will be binding upon and enforceable against the parties' successors and permitted assigns.

Copyright

Copyright in any specification, drawing, computer software, technical description and other documents supplied by SmartDrone under or in connection with the Order and all intellectual property rights in the design of any part of the Equipment or provision of services, whether such design be registered or not, shall vest in SmartDrone absolutely.

The Customer shall keep confidential any information expressed or confirmed by SmartDrone in writing to be confidential and shall not disclose it without SmartDrone's prior consent in writing to any third party or use it other than for the operation and maintenance of any Product provided.

Modification, Waivers, and Severability

No provision of this Agreement will be varied or contradicted by any oral agreement, course of dealing or performance, or any other matter not set forth in an agreement in writing and signed by the parties.

If any provision of this Agreement should be held invalid, illegal or unenforceable in any jurisdiction, the parties will negotiate in good faith (or a judge or arbitrator will adjudicate) a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties, and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction.

Force Majeure

Nonperformance of any party (other than with respect to payment obligations) will be excused to the extent that performance is rendered impracticable by strike, fire, earthquake, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

Governing Law

This Agreement and any dispute arising from the performance or breach hereof will be governed by, construed and enforced in accordance with, the laws of the State of South Carolina, United States of America, without reference to conflicts of laws.

The parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts in South Carolina, United States of America, and the parties consent to the personal and exclusive jurisdiction of these courts for any dispute or claim arising out of, in relation to, or in connection with this Agreement, and any subsequent amendments to this Agreement, including the interpretation, making, performance, breach or termination thereof.

Notwithstanding the foregoing, either party may apply to any court or administrative body of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief to protect its intellectual property or proprietary rights, without breach of this Section and without any abridgment of the powers of the arbitrators and courts set forth above.


End of Agreement.

Questions? Contact me



Taylor Dixon
taylor@smartdrone.us

SmartDrone Corporation
2014 Deerbrook Dr.
Tyler, TX 75703
US
@med

	Notice of Award	Coastal Carolina University Procurement Services P.O. Box 261954 Conway, SC 29528-6054
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Posting Date: August 15th, 2025

Solicitation: CCU-9300716
Opening Date: July 8th, 2025 at 4:00 p.m.
Description: Provide a LIDAR Drone

Awarded To: Smart Drone
2014 Deerbrook Dr
Tyler, TX 75703

Evaluated Amount: \$61,948.20

Coastal Carolina University (University) awards the contract noted above.

The Contractor should not deliver any product, perform work, and/or incur any costs associated with the contract prior to the effective date of the contract and the receipt of a purchase order, as the University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Pursuant to Section 11-35-4210 of the South Carolina Code of Laws (Code), the following notice is hereby provided:

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Code Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing:

(a) by email to: protest-mmo@mmo.sc.gov, or

(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201.

Procurement Officer:
Tracy O'Keefe



August 26, 2025

Kimber H. Craig

Chief Procurement Officer and Director of Agency Sourcing
Division of Procurement Services-SC State Fiscal Accountability Authority
1201 Main Street Suite 600
Columbia, SC 29201
sent via email: kcraig@mmo.sc.gov

Re: Frontier Precision protest of award of Coastal Carolina University Request for Proposal # CCU9300716 (LIDAR Drone)

Ms. Craig,

As the Procurement Officer of record for Coastal Carolina University's Request for Proposal (RFP) #CCU9300716, I am submitting the following summary and documentation in response to the formal protest filed by Frontier Precision, Inc. regarding the award to SmartDrone:

June 9, 2025: RFP #CCU9300716 issued for the purpose of obtaining a LIDAR Drone.

June 26, 2025: Amendment #1 Issued

July 8th, 2025: RFP closed; proposal were received and registered (see attached Register of Proposals)

July 10th, 2025: First Evaluation Panel Meeting, to score proposals only.

July 14-17 , 2025: Virtual Demonstrations conducted via Microsoft Teams:

SmartDrone -July 15th

Redwolf Consulting – July 16th

Frontier Precision: July 17th

July 23rd, 2025: Final evaluation scores submitted; SmartDrone identified as highest ranked offeror. (Evaluation Score Report attached).

July 24th- August 12, 2025: Negotiations conducted with SmartDrone. (see attached Record of Negotiations)

August 12, 2025: Notice of Intent to Award posted.

August 15th, 2025: Award Notice Published:

The purpose of the RFP was to obtain a compliant LIDAR drone solution suitable for federal use. While the preference was for a Blue Drone, the RFP did not mandate exclusive use of DIU-listed platforms if compliance could be otherwise demonstrated.

Frontier Precision's protest asserts that SmartDrone's proposed system does not meet the RFP's requirement for a "Blue Drone," referencing the Department of Defense's Defense Innovation Unit (DIU) Blue UAS Cleared List.

The RFP's Scope of Work (Section III, Item 4) states:

"The drone must be able to operate over federal lands/facilities, certified all-USA made ('Blue Drone')."

During negotiations, SmartDrone disclosed that their drone is not currently listed on the DIU Blue UAS Cleared List. The equipment list was preliminarily reviewed. Based on this clarification and the flexibility within the RFP language—allowing for either a Blue Drone or proof of federal compliance—the University did proceed with the award to SmartDrone.

With the filing of the protest, Coastal Carolina reached out to higher federal personnel at Parris Island for a more thorough review, it has been determined that certain pieces of equipment more than likely will not be deemed suitable for use on federal property. Coastal Carolina also reached out to SmartDrone requesting further references of the SmartDrone purchased and utilized on Federal property and the vendor declined sending over further references for confirmation.

Coastal Carolina University acknowledges Frontier's protest, and requests to move forward with cancellation of award to SmartDrone, and requests for the Procurement to proceed in accordance with the Procurement Code and move forward with negotiations and potential award to Frontier Precision.

Please advise if additional information is needed.

Sincerely,

Tracy O'Keefe
Sourcing Manager

Related Attachments:

The following documents, referenced throughout this letter are provided in separate electronic files via email:

- CCU9300716 Provide Lidar Drone
- Amendment # 1 CCU9300716 Provide Lidar Drone
- Register of Proposals
- Proposal received from SmartDrone
- Evaluation Score Report
- Record of Negotiations
- Justification for Award



Outlook

Re: [Non-DoD Source]

From Paul Gayes <ptgayes@coastal.edu>
Date Thu 8/28/2025 11:47 AM
To Tracy Okeefe <tokeefe@coastal.edu>

here you go

Paul T Gayes
Executive Director Burroughs and Chapin Center for Marine and Wetlands
Studies
Professor of Marine Science
Coastal Carolina University
Conway, SC 29528
843-349-4015 (o)
843-995-1442 (m)

From: Register Capt Ryan M <ryan.register@usmc.mil>
Sent: Wednesday, August 27, 2025 9:53 AM
To: Paul Gayes <ptgayes@coastal.edu>
Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>; Gould CIV Tracey Anne <tracey.gould@usmc.mil>
Subject: RE: [Non-DoD Source]

External sender <ryan.register@usmc.mil>

Make sure you trust this sender before taking any actions.

Nevermind....

I just got another call where now they are saying only blue-certified drones are allowed to be flown over Marine Corps Installations-East property per

some guidance they are going to send me. That was a quick whiplash...

Sorry for the confusion.

Ryan

V/r,

Ryan Register

Capt, USMC

Deputy Director

Environmental Division

P.O. Box 5028

Parris Island, SC 29905

843-228-2022

From: Register Capt Ryan M

Sent: Wednesday, August 27, 2025 9:41 AM

To: Paul Gayes <ptgayes@coastal.edu>

Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>; Gould CIV Tracey Anne <tracey.gould@usmc.mil>

Subject: RE: [Non-DoD Source]

You are good-to-go for purchasing that drone and using it aboard Parris Island.

Best,

Ryan

V/r,

Ryan Register

Capt, USMC

Deputy Director

Environmental Division

P.O. Box 5028

Parris Island, SC 29905

843-228-2022

From: Paul Gayes <ptgayes@coastal.edu>

Sent: Friday, August 22, 2025 3:57 PM

To: Register Capt Ryan M <ryan.register@usmc.mil>

Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>; Gould CIV Tracey Anne <tracey.gould@usmc.mil>

Subject: Re: [Non-DoD Source]

Thanks. Have a great weekend

Paul T Gayes

Executive Director Burroughs and Chapin Center for Marine and Wetlands Studies

Professor of Marine Science

Coastal Carolina University

Conway, SC 29528

843-349-4015 (o)

843-995-1442 (m)

From: Register Capt Ryan M <ryan.register@usmc.mil>

Sent: Friday, August 22, 2025 2:23 PM

To: Paul Gayes <ptgayes@coastal.edu>

Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>; Gould CIV Tracey Anne <tracey.gould@usmc.mil>

Subject: RE: [Non-DoD Source]

Warning: Unusual sender <ryan.register@usmc.mil>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Gotcha. The gentleman I route these requests through is not in today, but I will get with him Monday and get back to you.

I have looked at previous requests we have sent up, one of which is attached for your situational awareness, and it appears as though previous UASs have been "Blue" certified, but I don't know for sure whether that information was used in approving or disapproving the request. It is possible the "Blue" certification may not matter since we ("we" being the federal government) aren't involved in any way with the purchasing of the drone. Unsure....

More to follow next week. I understand the time crunch. I'll get back to you ASAP.

Ryan

V/r,
Ryan Register
Capt, USMC

Deputy Director
Environmental Division
P.O. Box 5028
Parris Island, SC 29905
843-228-2022

From: Paul Gayes <ptgayes@coastal.edu>
Sent: Friday, August 22, 2025 1:44 PM
To: Register Capt Ryan M <ryan.register@usmc.mil>
Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>; Gould CIV Tracey Anne <tracey.gould@usmc.mil>
Subject: Re: [Non-DoD Source]

Thanks Captain.

We are at the procurement stage and need to ensure we can use the drone so we can further plan. The vendor selected by the state procurement process identified they are not technically a "Blue" drone but in filling at the attached form they have been able to operate over other federal facilities. We are seeking more specific documentation of that. But as the procurement was challenged by another vendor on this issue our first goal is whether the technology can indeed operate there.

We'd like to operate as soon as we receive, complete some start up testing and can align a suitable time there. Looking at the next realistic time to receive, set up and test the instrument, and have a favorable tide looks like one afternoon of either Oct 5-7 would work base operations and weather allowing. See attached for more details.

At this point we want to stop the procurement process if the drone can't be used there and shift to the next bidder and move forward. The dates would still hold. If this attached drone is not useable. The next is formally designated as a blue drone. Presuming shipping is a reasonable turn around the flight plan remains the same but will be a different drone. We won't know. The next choice from procurement till

we get a determination one way or the other on if the Smart Drone will be acceptable.

Thanks. PTG

From: Register Capt Ryan M <ryan.register@usmc.mil>
Date: Friday, August 22, 2025 at 12:32 PM
To: Paul Gayes <ptgayes@coastal.edu>
Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>, Gould CIV Tracey Anne <tracey.gould@usmc.mil>
Subject: RE: [Non-DoD Source]

Warning: Unusual sender <ryan.register@usmc.mil>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Dr. Gayes,
I'll ask the folks who approve requests and get back to you.

A few preliminary questions:

1. When do you plan on using it?
2. Where do you plan on using it? Replying with a graphic would be helpful.
3. Who will be operating it?

Thanks,
Ryan

V/r,
Ryan Register
Capt, USMC

Deputy Director
Environmental Division
P.O. Box 5028
Parris Island, SC 29905
843-228-2022

From: Gould CIV Tracey Anne <tracey.gould@usmc.mil>
Sent: Friday, August 22, 2025 12:11 PM

To: Register Capt Ryan M <ryan.register@usmc.mil>
Cc: Holloway CIV John D JR <john.d.holloway@usmc.mil>
Subject: FW: [Non-DoD Source]

Please let Dr. Gayes know if this is ok.

V/R,

Tracey Gould
Environmental Division Director
Marine Corps Recruit Depot Parris Island
Office: 843.228.3423

From: Paul Gayes <ptgayes@coastal.edu>
Sent: Thursday, August 21, 2025 8:39 AM
To: Gould CIV Tracey Anne <tracey.gould@usmc.mil>; Holloway CIV John D JR <john.d.holloway@usmc.mil>
Subject: [Non-DoD Source]

Hi, Tracey and John, hope all is well there. Some updates:

1. ~~Navier~~ and ~~CEA~~ are due to arrive in the area on Monday to recover the pug and float on Tuesday.
2. I'll get in late Tuesday with the second trailer to return the Float to Conway. The PUG will be heading back to Maine for another deployment.
3. Perhaps most critically, we have gone through the procurement process for a new LIDAR drone with integrated co-registered aerial photography. We put out for bid for specs and to be a drone that has been cleared to operate over federal installations. The winning vendor is Smart Drone and they forwarded the form they identified as having used to allow operation over other federal facilities (Attached). In looking at the form, I note there are some non-USA components identified some non-USA built components and some from China. They indicated that they have used this form and explanation that during operations the transmissions from controller to drone are local radio links and not connected to the internet. They do acknowledge and answered yes to the questions " Does the UAS (including the GCS) contain hardware and software necessary for collecting, storing, and transmitting photographs, videos, location information, flight paths, or