

Form>MMO#102  
 State Fiscal Accountability Authority  
 8/9/2021

**JUSTIFICATION FOR  
 SOLE SOURCE PROCUREMENT SS-0173**

Agency: Horry-Georgetown Technical College

Sole Source Vendor: Evisions, Inc.

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets: Evisions Argos, Intellectcheck, and FormFusion are critical proprietary reporting tools to providing the college with an Enterprise software that can easily extract data from Banner into useful reports to aid in making sound business decisions of the data collected within the ERP for various divisions.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Contacted Ellucian. Please see the attached supporting document for further details.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: Annual software maintenance and support for the following products: 1. IntellectCheck - Accounts Payable (Payment processing integrated with Ellucian Banner administrative system) 2. IntellectCheck - Payroll (Payment processing integrated with Ellucian Banner administrative system) Argos (Enterprise reporting integrated with Banner administrative system) 3. FormFusion (Document enhancement and distribution integrated with Ellucian Banner administrative system)

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: The College has previously procured and licensed software (see item 1) that is **proprietary** and only available from the original developer of the software (Evisions). The College requires annual software maintenance and support consisting of the following services: Patches and updates for software defects, New and/or improved functionality and features, Compatibility with other existing administrative and academic systems, and Assistance with configuration and utilization of the software. There is no other source for acquiring the annual software maintenance and support. The paramount consideration is to preserve the software investment that the College has previously made in the Evisions products and to maintain critical operational services.

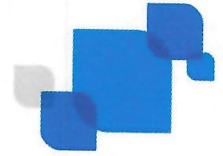
  
 Authorized Signature  
 Printed Name: Harold Hawley  
 Date: VP Finance & Adm.  
 June 27, 2023

**Notes:**

**Authorized signature is the agency head unless the agency head has delegated that authority.  
 Delegation of authority must be submitted to the Materials Management Officer in writing.**

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**The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.**



June 20, 2023

Terr Quaresimo  
AVP of IT  
Horry-Georgetown Technical College  
Conway, SC 29526

Dear Terr,

This letter seeks to address any questions with regard to Evisions and its status as a provider of the Argos products and annual support services.

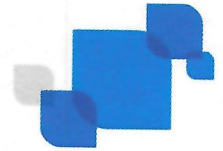
Argos is the only web based ad hoc access and report output tool designed for easy operation by end users, built specifically for Ellucian Banner clients and higher education. No other vendor makes a Banner-specific web based reporting tool. Furthermore, there is no other product for Banner where the architecture and functionality are Banner-specific and that ties directly into the Banner security object. This provides unparalleled ease of use and security. Argos also has a cooperative of reports that allows institutions to quickly start using Argos with 200 Banner specific DataBlocks and reports, unlike any other web based reporting tool.

Argos was internally developed, and is fully owned, by Evisions. The sales and distribution rights to the aforementioned product are controlled entirely by Evisions. Outside of the Evisions/Ellucian relationship, this solution may not be purchased through any other source. There is no other authorized provider of the support and product maintenance you require.

Please let me know if you need additional information. We look forward to working with you for many years to come.

Sincerely,

Jennifer Fleissner  
Chief Financial Officer



June 20, 2023

Terr Quaresimo  
AVP of IT  
Horry-Georgetown Technical College  
Conway, SC 29526

Dear Terr,

This letter seeks to address any questions with regard to Evisions and its status as a sole source provider of the "Form Fusion" and "IntelleCheck" products and annual support services.

Due to the secure and proprietary nature of these products, support, maintenance and licensing services may only be provided through this firm. There is no other authorized provider of the support and product maintenance you require.

Evisions is the technology partner authorized by Ellucian to sell Banner payment solutions and document enhancement and management technology. We serve over 800 Ellucian Banner sites worldwide. This "Strategic" level partnership, and the resultant collaboration/integration, helps to ensure that you're buying products that will work solidly and easily in the Banner environment.

Please let me know if you need additional information. We look forward to working with you for many years to come.

Sincerely,

Jennifer Fleissner  
Chief Financial Officer

Evisions, LLC  
440 Exchange Suite #200  
Irvine, CA 92602

11/30/2021

Horry-Georgetown Technical College  
2050 Hwy 501 E  
Conway, South Carolina 29526-9521  
United States

Dear John Dove,

The purpose of this letter agreement is to amend the terms of the current Software License Agreement and the Maintenance Agreement in place between Client and Evisions, LLC ("**Evisions**"). All capitalized terms not defined herein shall have the meanings set forth in the Maintenance Agreement. Reference is made to the below listed agreements that have been entered into by and between Client and Evisions:

1. Evisions Software License Agreement, dated 03/08/2005 ("**Software License Agreement**");
2. Evisions Software Maintenance and Support Agreement, dated 03/02/2010 the ("**Maintenance Agreement**"); and
3. Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement, dated 07/01/2019 (the "**Addendum**", and collectively with the Software License Agreement and the Maintenance Agreement, the "**Contract Documents**").

As you know, Client entered into the Software License Agreement and Maintenance Agreement with Evisions. These two agreements were later amended by the Addendum, which (1) extended the Term of the Maintenance Agreement for an additional three (3)-year period (the "**First Extension Term**") and (2) provided the Annual Subscription Fees for the First Extension Term. Pursuant to the Addendum, the First Extension Term will end on 06/30/2022.

In order to ensure continued use of the Covered Software and other support services in accordance with the terms and conditions of the Maintenance Agreement, Client and Evisions have now agreed that upon expiration of the First Extension Term, the Term will renew for an additional three (3) year period (the "**Second Extension Term**") that will end on 06/30/2025. Upon expiration of the Second Extension Term, the Term will automatically renew for successive terms of one (1)-year (each a "**Renewal Term**") unless Client notifies Evisions at least sixty (60) days prior to the expiration of the Second Extension Term or the then-current Renewal Term, as the case may be that the Term shall not be renewed. Notwithstanding anything to the contrary, in the Maintenance Agreement, there shall be no termination for convenience allowed for the Second Extension Term. Should Client elect to discontinue use of the licensed products prior to the end of the Second Extension Term, Client shall pay to Evisions the entire value of the remaining fees for the Second Extension Term, and all outstanding fees due under this letter agreement and the Contract Documents, within 45 days of the date of termination.

The annual fees for each one (1) year period of the Second Extension Term shall be as set forth in the Order Form that is attached as Exhibit A to this letter agreement. Upon expiration of the Second

Extension Term, and for each Renewal Term thereafter, the annual subscription fees for the Covered Software will increase by four percent (4%) annually, unless otherwise agreed to in writing by the parties. For greater certainty, the fees for each Renewal Term after expiration of the Second Extension Term shall be equal to the fees for the immediately preceding year plus four percent (4%). Evisions shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement.

Except as set forth in this letter agreement, the Contract Documents shall continue in accordance with their terms.

Each person signing this letter agreement is signing in their capacity as a duly appointed representative of the Evisions or Client. This letter agreement is effective on the date first set forth above.

Sincerely,

Evisions LLC

By: Jennifer Fleissner  
Name: Jennifer Fleissner  
Title: CFO

**Agreed and acknowledged by:**  
Horry-Georgetown Technical College

By: Dianna Cecala  
Name: Dianna Cecala  
Title: Procurement Manager  
Date: 6-27-2022

**Exhibit A**  
**Order Form**  
**Covered Software and Pricing for**  
**Horry-Georgetown Technical College**

SUBSCRIPTION FEE\*

Product	Subscription Period		Amount
Argos Enterprise for Subscription	7/1/2022	through 6/30/2023	\$ 10,230
	7/1/2023	through 6/30/2024	\$ 10,640
	7/1/2024	through 6/30/2025	\$ 11,065
FormFusion Enterprise for Subscription	7/1/2022	through 6/30/2023	\$ 12,342
	7/1/2023	through 6/30/2024	\$ 12,835
	7/1/2024	through 6/30/2025	\$ 13,349
IntelleCheck AP Enterprise for Subscription	7/1/2022	through 6/30/2023	\$ 9,154
	7/1/2023	through 6/30/2024	\$ 9,520
	7/1/2024	through 6/30/2025	\$ 9,901
IntelleCheck Payroll Enterprise for Subscription	7/1/2022	through 6/30/2023	\$ 6,817
	7/1/2023	through 6/30/2024	\$ 7,090
	7/1/2024	through 6/30/2025	\$ 7,373

SUBSCRIPTIONS INCLUDE:

**Argos Annual Subscription** - Includes: Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes)

**FormFusion Annual Subscription** - Includes: FormFusion Enterprise, Email, Imaging, PL SQL Script Director and DocuSign Integration

**IntelleCheck Accounts Payable Annual Subscription** - Includes: IntelleCheck Accounts Payable Enterprise, Email, Direct Deposit and Positive Pay

**IntelleCheck Payroll Annual Subscription** - Includes: IntelleCheck Payroll Enterprise, Email, Direct Deposit and Positive Pay

\*Fee for (3)-year renewal terms to be increased as set forth above.