

<b>Client Cloud Software Provisioning Contact Information:</b>
<b>Name:</b>
<b>Title:</b>
<b>Email:</b>

**Invoicing.** As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on the Execution Date for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Contract Year for Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and will be prorated, as applicable, for the partial initial Contract Year depending upon the Execution Date); and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel and living expenses are included).

**Payment Terms.** Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

<b>Ellucian</b>	<b>Client</b>
<b>By:</b>	<b>By:</b>
<i>Authorized Signature</i>	<i>Authorized Signature</i>
<b>Name:</b>	<b>Name:</b>
<i>Printed</i>	<i>Printed</i>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 21, 2023.

<b>Client Accounts Payable Contact Information:</b>
<b>Name:</b>
<b>Address:</b>
<b>City, State, Zip:</b>
<b>Email Address:</b>
<b>PO# (if applicable)</b>



**ORDER FORM**

This Order Form (the "Order Form") is made by and between **ELLUCIAN COMPANY L.P.** ("Ellucian") and Horry-Georgetown Technical College ("Client"). This Order Form is subject to the terms and conditions of the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance, as applicable (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

**Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Term." Following the Initial Term, this Order Form will automatically renew for successive periods of twelve (12) months, at Ellucian's then-current rates unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term. The Initial Term combined with any renewal Contract Year(s) is referred to herein as the "Term."

Cloud Software			
Description <sup>1</sup>	Beginning Date	Expiration Date	Fee
Ellucian Elevate CE/WFD Pro Plus	January 1, 2024	June 30, 2025	Included
<b>PRORATED FEE (for partial Contract Year ending June 30, 2024)</b>			<b>\$26,350</b>
<b>TOTAL (for Contract Year ending June 30, 2025)</b>			<b>\$56,389</b>

Professional Services			
Description <sup>1,2</sup>	Hours	Rate	Fee
Ellucian Elevate Pro-Plus (On-Prem)	259	\$263	\$68,117
Ellucian Project Management Services	54	\$240	\$12,960
Ellucian Elevate TouchNet Services for Payment Processing	Fixed Fee	Fixed Fee	\$3,250
<b>TOTAL PROFESSIONAL SERVICES</b>			<b>\$84,327</b>

**Notes:**

<sup>1</sup> For product descriptions and service standards, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

<sup>2</sup> For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/22174/ed1dab6d-aa79-ee11-b81e-9440c9ae2c4d/7520a985-aa79-ee11-b81e-9440c9ae2c4d>.

**Contract Year.** As applicable, the term "Contract Year" means each period of twelve (12) months commencing on July 1 during the Term.

**Contracted FTE.** The Contracted FTE to applicable Software is N/A.

## Cecala, Dianna

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**From:** South Carolina Business Opportunities <noreply@mmo.sc.gov>  
**Sent:** Monday, November 20, 2023 11:20 AM  
**To:** Cecala, Dianna  
**Subject:** SCBO Advertisement Submission

**WARNING:** This message was sent from outside Horry-Georgetown Technical College. Please **DO NOT** click links or open attachments unless you recognize the source of this email and know the content is safe.

**NOTICE:**

Please plan accordingly for office closures Nov. 23-24 for The Thanksgiving holiday. SCBO ads and registration requests **will not be processed on these days.**

class="pf0">

Your SCBO advertisement (**AD# 44803**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

**Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.**

The information you submitted for the advertisement is included below:

**Category:** Sole Source / Emergency Notice

**Start Date:** Mon, 11/20/2023 - 00:00

**End Date:** Tue, 12/05/2023 - 11:15

**Vendor Name:** Ellucian Company L.P.

**Contract Amount:** 193416

**Procurement Manager:** Dianna Cecala

**Procurement Manager Email:** [dianna.cecala@hgtc.edu](mailto:dianna.cecala@hgtc.edu)

**Procurement Manager Telephone:** 18433495207

**Purpose Of The Procurement:**

HGTC intends to sole source a purchase to Ellucian Company LP for a software program called Elevate CE/WFD Pro Plus. This is software that links into our operating system and allows our Continuing Education Department to enroll students exactly the same way our other students are enrolled for classes.

**Contact For Justification For This Procurement:** Agency Procurement Manager (Listed Above)

**Any Notice Of Intent To Protest And Protest Must Be Addressed To:** Information Technology Management Officer



2003 Edmund Halley Drive  
Suite 500  
Reston, VA 20191

Horry-Georgetown Technical College

Quote Date: **Monday, October 23, 2023**

*This price quote is provided for budgeting purposes only and provides informational line detail on this proposed package of products and services for your use internally; the price quote though not a binding offer, is based upon limited information presently available to Ellucian regarding your particular needs. The following tailored solution is conditioned upon full execution and delivery of a separate written contract following mutual discovery of options, needs, and capabilities.*

All pricing contained in this price quote is valid for 90 days from the Quote Date listed above.

**Investment Summary - Overview of Pricing Schedule**

	Partial Contract Yr 1	Year 2	Total
Ellucian Software	\$0	\$0	\$0
Third Party Software	\$0	\$0	\$0
Ellucian Cloud Solutions	\$30,742	\$56,389	\$87,131
Subscription Solutions	\$0	\$0	\$0
<b>Software &amp; Subscriptions Subtotal</b>	<b>\$30,742</b>	<b>\$56,389</b>	<b>\$87,131</b>
Time & Materials Services	\$81,077	\$0	\$81,077
Fixed Fee Services	\$3,250	\$0	\$3,250
<b>Proposed Services Subtotal</b>	<b>\$84,327</b>	<b>\$0</b>	<b>\$84,327</b>
Additional Optional Services	\$0	\$0	\$0
<b>Total</b>	<b>\$115,069</b>	<b>\$56,389</b>	<b>\$171,458</b>

Ellucian Cloud Solutions	Year 1 List	Year 1 Net
Ellucian Elevate CE/WFD Pro Plus	\$56,389	\$56,389
<b>Ellucian Cloud Solutions Subtotal</b>		<b>\$56,389</b>

Ellucian Time & Materials Professional Services	Hours	Hourly Rate	Fee
Ellucian Elevate Pro-Plus (On-Prem)	259	\$263	\$68,117
Ellucian Project Management Services	54	\$240	\$12,960
<b>Ellucian T&amp;M Services Subtotal</b>	<b>313</b>		<b>\$81,077</b>

Ellucian Fixed Fee Professional Services	Year 1 List	Year 1 Net
Ellucian Elevate TouchNet Services for Payment Processing	\$3,250	\$3,250
<b>Ellucian Fixed Fee Services Subtotal</b>		<b>\$3,250</b>

*Ellucian Proprietary and Confidential Information*  
Prices quoted in USD. Quote valid for 90 days from Monday, October 23, 2023

234938



November 2, 2023

Dianna Cecala  
Horry-Georgetown Technical College Building 1100  
Rm. 104D  
2050 Highway 501 E  
Conway, SC 29526

Dear Ms. Cecala:

We at Ellucian appreciate the opportunity to serve the technology requirements of Horry-Georgetown Technical College and look forward to continuing and strengthening our technology relationship in the coming years.

Ellucian is the exclusive licensor of numerous software products for the higher education marketplace. These products collectively are referred to as the "Ellucian Software" and include the company's Elevate and Banner solutions. The Ellucian Software is fully developed, is integrated, and is licensed and maintained exclusively by Ellucian. Ellucian protects its intellectual property interests by carefully safeguarding distribution of the Ellucian Software. Licensees are required to execute a license agreement pursuant to which the users, at an institution level, agree to use Ellucian Software only for the purpose of conducting in-house, non-commercial computing operations and further agree to limit use of Ellucian Software to those employees with a need to know. The Ellucian Software is protected under the copyright laws of the United States and the trade secret laws of several states.

Because both Banner and Elevate are developed, implemented and supported only by Ellucian, we are able to provide a deeper level of integration capability between the two solutions than would exist between Banner and any third-party provider offering. Moreover, because of their unique knowledge of both offerings, Ellucian consultants are able to provide more comprehensive services and support than other companies. We know, in intricate detail, the fields and touchpoints related to integration between the two offerings. Accordingly, Elevate provides superior integration with our Banner solution when compared to other Continuing Education/Workforce Development products. For example, Elevate currently integrates over 50 data sets with Banner using Ethos integration. Part of this integration is designed to enable an institution's centralized identity provisioning system to also manage Elevate student identities, delivering a single student identity across both Elevate and Banner.

We hope that this information assists Horry-Georgetown Technical College as it considers its purchase of Ellucian software.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Anna Hendricks".

775DFC8CDS0F402  
Anna Hendricks  
Account Executive

<b>Client Cloud Software Provisioning Contact Information:</b>
<b>Name:</b>
<b>Title:</b>
<b>Email:</b>

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<b>Ellucian</b>	<b>Client</b>
<b>By:</b>	<b>By:</b>
<i>Authorized Signature</i>	<i>Authorized Signature</i>
<b>Name:</b>	<b>Name:</b>
<i>Printed</i>	<i>Printed</i>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

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<b>Client Accounts Payable Contact Information:</b>
<b>Name:</b>
<b>Address:</b>
<b>City, State, Zip:</b>
<b>Email Address:</b>
<b>PO# (if applicable)</b>





**ORDER FORM**

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Cloud Software			
Description <sup>1</sup>	Beginning Date	Expiration Date	Fee
Ellucian Elevate CE/WFD Pro Plus	December 1, 2023	June 30, 2025	Included
<b>TOTAL (for Contract Year ending June 30, 2024) (to be prorated)</b>			<b>\$52,700</b>
<b>TOTAL (for Contract Year ending June 30, 2025)</b>			<b>\$56,389</b>

Professional Services			
Description <sup>1,2</sup>	Hours	Rate	Fee
Ellucian Elevate Pro-Plus (On-Prem)	259	\$263	\$68,117
Ellucian Project Management Services	54	\$240	\$12,960
Ellucian Elevate TouchNet Services for Payment Processing	Fixed Fee	Fixed Fee	\$3,250
<b>TOTAL PROFESSIONAL SERVICES</b>			<b>\$84,327</b>

193,416.00

**Notes:**

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<sup>2</sup> For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/22174/ed1dab6d-aa79-ee11-b81e-9440c9ae2c4d/7520a985-aa79-ee11-b81e-9440c9ae2c4d>.

**Contract Year.** As applicable, the term "Contract Year" means each period of twelve (12) months commencing on July 1 during the Term.

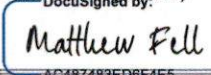
**Contracted FTE.** The Contracted FTE to applicable Software is N/A.

## OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

Vendor Name (Printed) Ellucian Company L.P.	State Vendor No. 45-3767548
By (Authorized Signature) <small>DocuSigned by:</small>  <small>AC487489EDBF4E5</small>	Date Executed 11/16/2023
Printed Name and Title of Person Signing Matthew Fell, Sr. Director and Assistant Treasurer	[Not used]



understanding and access to the entire suite. This unified support would be difficult to maintain with multiple vendors. 5. **\*\*Long-term Strategic Alignment\*\***: HGTC's strategic plans and processes may be aligned with the capabilities and future roadmap of Ellucian's products. Switching to a different vendor could mean realigning these strategies, which can be resource-intensive and risky. 6. **\*\*Contractual and Financial Considerations\*\***: There might be contractual obligations that make switching vendors complicated or financially unviable. Furthermore, the total cost of ownership, including hidden costs like migration, integration, and downtime, often makes sticking with a single vendor more economical in the long run. 7. **\*\*Customization and Specific Features\*\***: Ellucian Elevate and other Ellucian products may offer specific features and customizations tailored to the unique needs of HGTC. These bespoke solutions are often not readily available in off-the-shelf products from other vendors. In summary, the decision to rely exclusively on Ellucian Elevate and its suite stems from a combination of technical integration, user and administrative considerations, strategic alignment, and financial and contractual factors, making it challenging for another vendor to provide a comparable solution for HGTC's specific needs.



Authorized Signature

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date. 11-27-23

**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.**

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

JUSTIFICATION FOR  
SOLE SOURCE PROCUREMENT - SS-0184

Agency: Horry-Georgetown Technical College

Sole Source Vendor: Ellucian Company L.P.

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: Horry-Georgetown Technical College (HGTC) has exclusively partnered with Ellucian to integrate a comprehensive suite of applications into their Enterprise Resource Planning (ERP) system. This unique collaboration, offering solutions only available through Ellucian, plays a pivotal role in both the immediate and future achievements of the college.

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 sole source letter.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: Ellucian Elevate is a specialized software solution designed to streamline and enhance the administration of non-traditional and continuing education programs. It's part of Ellucian's broader suite of higher education technology products. This application simplifies the complexities of managing these unique educational programs by providing tools for easy course scheduling, enrollment management, and tailored billing processes. With its focus on flexibility and user-friendliness, Ellucian Elevate aims to improve the experience for administrators and students alike, ensuring that non-traditional education programs are both accessible and effectively managed.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: The reason no other vendor can provide the same functionality or meet the same needs as Ellucian Elevate for Horry-Georgetown Technical College (HGTC), especially given its deep integration with the entire Ellucian software suite, can be understood through several key points: 1. **Custom Integration with Existing Systems**: Ellucian's software suite, being already implemented at HGTC, means that Elevate is designed to work seamlessly with the existing Ellucian infrastructure. This level of integration often includes custom adaptations specific to the institution's workflow, data management, and reporting needs, which other vendors may not be able to replicate without significant overhaul. 2. **Data Synchronization and Management**: With Ellucian's suite already in place, data across various functions (such as student records, financials, and course management) is likely synchronized within their ecosystem. Introducing a new vendor could disrupt this synchronization, leading to potential data mismatches or integration challenges. 3. **User Familiarity and Training**: The staff and administration at HGTC are presumably trained and accustomed to the Ellucian interface and functionalities. Adopting a new system would entail significant retraining, adjustment time, and potential productivity loss during the transition period. 4. **Support and Maintenance Synergy**: Having a single vendor for multiple solutions simplifies support and maintenance. Issues can be resolved more efficiently as Ellucian would have comprehensive