

**HORRY GEORGETOWN
TECHNICAL COLLEGE**
2050 Hwy 501 E Conway, SC 29526
(Phone) 843-349-7830 (Fax) 843-349-5270

Vendor:

H00290084
Modern Campus USA Inc
1320 Flynn Rd Ste 100
Camarillo CA 93012

PO Number:	P0046211
Issue Date:	07/06/26
Request No:	R0044737
Fiscal Year:	27

Billing Address: Horry Georgetown Technical College
Attn: Accounts Payable
PO Box 261966
Conway, SC 29528

Ship to: Service PO
No Shipping Required

Or Email To: AccountsPayable@hgtc.edu

Requestor: Kelly Perritt

PO NUMBER MUST BE ON YOUR INVOICE

HGTC Shipping and Receiving Hours ALL CAMPUSES
8AM - 4PM: Mon-Thurs 8AM - Noon: Friday

Terms NET 30

Description	Quantity	Unit Cost	Total Cost
Annual Licensing, Maintenance and Hosting of College Website. Term : 7/1/2026 - 6/30/2027 THIS IS A SOLE SOURCE PURCHASE SS#0239			
Omni CMS - SaaS -up to 25 users	1.00 EA	23,693.1100	23,693.11
Tax:	Pay 8	tax to vendor	1,895.45
		Item Subtotal:	25,588.56
CMS Website Search - up to 20,000 files	1.00 EA	3,160.3200	3,160.32
Tax:	Pay 8	tax to vendor	252.83
		Item Subtotal:	3,413.15

Email: slee@modernncampus.com

TOTAL: CONTINUED

PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes

10000-53120-7158-

\$44,443.37

Purchasing Agent: Kathryn Bolibruck

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Terms NET 30

Description	Quantity	Unit Cost	Total Cost
CMS Faculty Directory 0 License	1.00 EA	1,823.2600	1,823.26
Tax:	Pay 8	tax to vendor	145.86
		Item Subtotal:	1,969.12
Third Party Hosting	1.00 EA	3,792.3800	3,792.38
Tax:	Pay 8	tax to vendor	303.39
		Item Subtotal:	4,095.77
CMS - Support - SaaS	1.00 EA	8,682.1900	8,682.19
Tax:	Pay 8	tax to vendor	694.58
		Item Subtotal:	9,376.77

Email: slee@modernncampus.com

TOTAL: 44,443.37

PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes

10000-53120-7158-

\$44,443.37

Purchasing Agent: Kathryn Bolibruck



June 24, 2026

Dianna Cecla
Procurement Manager
Horry-Georgetown Technical College

Dear Dianna,

This letter confirms that Modern Campus is the unique creator, sole distributor, and sole source for Modern Campus Content Management System (CMS), CMS modules, support, and hosting.

Modern Campus is the industry's only "student first" modern learner engagement platform. Like all Modern Campus customers, Horry-Georgetown Technical College benefits from our solid foundation of higher ed best practices and product enhancements that drive engagement and retention and streamline staff operations.

Specifically, Horry-Georgetown Technical College relies on Modern Campus products to drive enrollment and revenue growth by powering digital engagement with these unique features:

- Personalization of students' web experiences.
- Built-in system checks for broken webpage links, spelling, code validity, and accessibility
- Content managed separately from design
- Server-side technologies independent from the CMS
- SaaS hosting designed for public-facing websites built with Modern Campus CMS
- No MySQL, PHP, or Microsoft .NET dependencies for web page templates within CMS
- Customization through well-documented API (application programming interface)
- Version control for reviewing or reverting a single file or entire website to previous state
- WebDAV access to the remote staging server
- Custom user roles and access permissions
- Built-in workflows for page editing and publishing with approvers
- Unlimited websites and subdomains
- Integration with Google Analytics
- Custom system reports
- User activity and system interactions all logged on per-user basis
- Scheduling of web page publishing and subsequent expiration of web page
- Single sign on (SSO) support for CAS, LDAP, and Shibboleth
- Website search
- Faculty directory
- Campus maps and tours

www.moderncampus.com

CANADA

2482 Yange St #1366
Toronto ON Canada M4P 2H5
T. (416) 480-0500

USA

330 N Lantana St., Suite 28 PMB 1014
Camarillo, CA 93010
T. (866) 403-0500

Modern Campus is the sole provider of CMS software and associated services. As such, the systems and services cannot be obtained at a lower price than what is offered. Additionally, alternative software suppliers include standard core features based on proprietary programming. This does not allow for customization, personalization, and engagement capabilities needed by Horry-Georgetown Technical College.

We value our partnership with Horry-Georgetown Technical College and look forward to providing you and your users with an exceptional higher ed software experience.

Sincerely,

A handwritten signature in black ink that reads "Cara Yarzab". The signature is fluid and cursive, with the first name "Cara" and last name "Yarzab" clearly distinguishable.

Cara Yarzab
Vice President of Product, CMS
Modern Campus

OPEN TRADE REPRESENTATION

(S.C. Code of Laws §§ 11-35-5300)

The following representation is a requirement of Section 11-35-5300 of the South Carolina Code of Laws.*

OPEN TRADE REPRESENTATION: 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, nor will not engage during the term of the contract, 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.

<i>Vendor Name (Printed)</i> Modern Campus USA Inc.	<i>Taxpayer Identification No.</i> 95-3767184
<i>By (Authorized Signature)</i> Signed by:  559AA245536849C...	<i>[Not used]</i>
<i>Printed Name and Title of Person Signing</i> Tom Hartenstein, Chief Financial Officer	<i>Date Executed</i> 2/12/2026

**Section referenced below.*

SECTION 11-35-5300. Prohibition of contracting with discriminatory business.

(A) A public entity may not enter into a contract with a business to acquire or dispose of supplies, services, information technology, or construction unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business 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 this article.

(B) For purposes of this section:

(1) "Boycott" means to blacklist, divest from, or otherwise refuse to deal with a person or firm when the action is based on race, color, religion, gender, or national origin of the targeted person or entity. "Boycott" does not include:

- (a) a decision based on business or economic reasons, or the specific conduct of a targeted person or firm;
- (b) a boycott against a public entity of a foreign state when the boycott is applied in a nondiscriminatory manner; and
- (c) conduct necessary to comply with applicable law in the business's home jurisdiction.

(2) "Public entity" means the State, or any political subdivision of the State, including a school district or agency, department, institution, or other public entity of them.

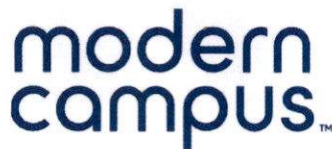
(3) A "jurisdiction with whom South Carolina can enjoy open trade" includes World Trade Organization members and those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations.

(C) This section does not apply if a business fails to meet the requirements of subsection (A) but offers to provide the goods or services for at least twenty percent less than the lowest certifying business. Also, this section does not apply to contracts with a total potential value of less than ten thousand dollars.

(D) Failure to comply with a provision of this section is not grounds for a protest filed pursuant to Section 11-35-4210 or any other preaward protest process appearing in a procurement ordinance adopted by a political subdivision pursuant to Section 11-35-50 or Section 11-35-70, or similar law.

HISTORY: 2015 Act No. 63 (H.3583), Section 1, eff June 4, 2015.

Editor's Note: 2015 Act No. 63, Section 5, provides as follows: "SECTION 5. This act takes effect upon approval by the Governor and does not apply to contracts entered into before the effective date of this act."



SCHEDULE TO THE AGREEMENT

ORDER FORM No. CMS-003

THIS ORDER FORM IS ENTERED INTO BETWEEN Modern Campus USA Inc. ("**Modern Campus**") and Horry Georgetown Technical College ("**Customer**") on the Order Form Effective Date.

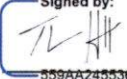
1. Agreement: This Order Form incorporates the terms and conditions of the Agreement dated June 27, 2022 and made between Modern Campus and Customer (the "**Agreement**"), as if such terms and conditions are reproduced herein. In the event of a conflict between this Order Form and the Agreement, the terms of this Order Form shall prevail, but only to the extent that the conflict pertains to the Software and Services specified herein. Any capitalized term not defined herein shall have the meaning ascribed to them in the Agreement.
2. Description of Software/Services/Support:
 - (a) Software: The Software Licensed pursuant to this Order Form and the terms and conditions of the Agreement is for the Software listed below:
 - CMS SaaS - up to 25 users - Renewal Only
 - CMS - Website Search - Up to 20,000 Pages
 - CMS Faculty Directory - License - Renewal Only
 - (b) Users: Unless otherwise stated on this Order Form, the Software License granted under this Order Form is a Subscription License for the user type and number of users and organizations as specified in the Agreement.
 - Third Party Hosting - Renewal Only
 - (c) Support
 - CMS - Support - SaaS - Renewal Only
3. Term:
 - (a) License Start Date: The License shall commence on July 01, 2026.
 - (b) Initial Term: The initial term (the "Initial Term") of this Order Form shall commence on the License Start Date and continue for a period of 12 months, unless terminated earlier pursuant to the Agreement.
 - (c) Renewal Term: This Order Form may be renewed, upon the mutual written agreement of the parties, for additional periods of no less than 12 months (each a "Renewal Term").
4. Subscription Fees:
 - CMS SaaS - up to 25 users - Renewal Only : \$23,693.11
 - CMS - Website Search - Up to 20,000 Pages : \$3,160.32
 - CMS Faculty Directory - License - Renewal Only : \$1,823.26

91511706-32c6-4a0f-8fb8-fa7144f4b999

- Third Party Hosting - Renewal Only : \$3,792.38
- Total Subscription Fees Year 1: \$32,469.07
- The Subscription Fees shall be subject to a five percent (5%) increase per annum.
5. Support Fees: The Support Fees, as provided below, shall be subject to five percent (5%) increase per annum:
- CMS - Support - SaaS - Renewal Only: \$8,682.19
6. Payment Terms: The Subscription Fees, Support Fees and Service Fees are payable in advance, with payment due Net 30 days from invoice date. Unless otherwise stated, Subscription Fees and Support Fees are due annually. Late Payments will be subject to a late fee calculated at 1% per month. If payment of Subscription Fees with annual recurring costs is not received prior to the start date of any applicable year during the Term, Modern Campus reserves the right to suspend access to the Software until payment is received.
- Grand Total (Subscription, Service, and Support Fees) for Year One
- Total Year One Subscription: \$32,469.07
- Total Year One Support: \$8,682.19
- Total Year 1 Fees: \$41,151.26
7. Order Form Effective Date: The Order Form Effective Date shall be the last date of execution of this Order Form.

IN WITNESS WHEREOF, the Parties have executed this Order Form on the Order Form Effective Date.

MODERN CAMPUS USA INC.

Signed by: 
Per: _____
Name: Tom Hartenstein
Title: Chief Financial Officer
Date: 6/30/2026

HORRY GEORGETOWN TECHNICAL COLLEGE

DocuSigned by: 
Per: _____
Name: Dianna Cecala
Title: Procurement Manager
Date: 6/30/2026

**Sole Source
Written Determination**

Agency Identification: Horry-Georgetown Technical College H59 SS-0239

Description of the agency need that this procurement fulfills: *(See instructions on last page for guidance)*

To renew the license and subscription service for our Website platform.

Describe the Market Based on Research Performed: *(See instructions on last page for guidance)*

In 2012 the college performed an RFP solicitation for a new college website design and service. We chose Omni Update who has since been purchased by Modern Campus. We have been using the method of sole source to renew our licensing agreement since that time.

Sole Source Vendor Name: Modern Campus

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 SC Code Ann § 11-35-1560 and SC Regulation 19-445.2105, Sole Source Procurement.

Description of supplies, construction, information technology, and/or services vendor will provide under the contract: *(See instructions on last page for guidance.)*

Software license Renewal: CMS SaaS – up to 25 users; CMS Website Search – Up to 20,000 pages; CMS Faculty Directory – License Renewal; third Party Hosting - Renewal

Explain why the described solution is the only solution that meets the agency's need and how no other identified solutions were sufficient. *(See instructions on last page for guidance)*

Since the product was procured via solicitation, Modern Campus is the only company that can provide license and hosting renewals.

Note: *Determination is not complete without required signatures and dates*

Required Signatures:

Prepared by:

Kelly Perritt

Date:

6/25/26

Printed Name: Kelly Perritt

Title: June 25, 2026

Approved by:

ERBlack

Approval Date: ____/____/____

Printed Name: Ellen Black

Title: June 25, 2026

The last page contains instructions and is not required to be retained.