NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY (NCORR)

Salesforce System of Record Management Services

Request for Proposal RFP 19-RFP-014530WAX

DUE DATE/TIME: March 25, 2019

SUBMITTED TO:
Angela Wainright
Purchasing and Logistics
3030 Hammond Business Place
Raleigh, NC 27603

SUBMITTED BY:
Publicis Sapient Salesforce Practice
1845 Folsom Street
Boulder, CO 80302

CONTACT:
Jeremy Johnson
Engagement Manager
Jeremy.johnson@publicissapient.com
(p) 720-277-1925

March 25, 2019

Angela Wainright
NC Department of Public Safety
Purchasing and Logistics Office
3030 Hammond Business Place
Raleigh, NC 27603

Re: Salesforce System of Record Management Services, RFP 19-RFP-014530WAX Response

Dear Ms. Wainright:

On behalf of Publicis Sapient, I would like to express our appreciation for the opportunity to present our response to the RFP for development, support and training for the CDBG-DR Salesforce-based system of record. for North Carolina Office of Recovery and Resiliency (NCORR).

In this response, we will detail Publicis Sapient's Salesforce implementation capabilities that have led us to the top in customer satisfaction ratings for implementation partners across the country. We are confident we can provide the ideal solution to NCORR's technology challenges now and in the future.

As a Platinum-level Salesforce Partner, Publicis Sapient is a leading solution implementer that is 100% dedicated to the Salesforce platform, currently delivering many solutions for various state and local agencies throughout the US, including California, Arizona, Colorado, Florida, Iowa, North Carolina, Ohio, Oregon, Texas, Wyoming and Washington. We have also delivered several hundred solutions that directly enable Public Sector stakeholders. From grants management, customer-facing web portals, and constituent management, to business licensing, inspections and permitting, and adult protective services case management, Publicis Sapient has extensive experience delivering numerous types of customer relationship management solutions, all on the industry leading Salesforce cloud-based platform.

Through careful assessment of these drivers and this RFP, we understand NCORR's objectives to include the following:

- Provide qualified IT Services for the design and development of a Salesforce-based software system which efficiently implements and monitors the CDBG-DR program in the State of NC.
- Create, maintain and support a data warehouse where other State Contractors and Departments will enter all the fiscal, program, and performance data required for the State's system of record for disaster recovery.
- Provide support and assist with the ongoing implementation of disaster recovery services in a flexible, scalable, and efficient manner.

To implement a project such as this, Publicis Sapient will assemble a team that has the right combination of leading-edge technology and proven implementation expertise to accomplish and exceed NCORR's solution goals and objectives.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
Publicis Sapient 1845 Folsom Street Boulder, CO 80302 Attn: John Meyer	Publicis Sapient 1845 Folsom Street Boulder, CO 80302 Attn: Jeremy Johnson

We look forward to being considered as a selected partner for NCORR's Salesforce initiative.

Please contact Jeremy Johnson, at jeremy.johnson@publicissapient or 720-277-1925, with any questions or concerns you may have. Thank you for the opportunity to provide NCORR with this response.

Sincerely,

[redacted]

Ted Battreall
Group Vice President
1845 Folsom Street
Boulder, CO 80302
ted.battreall@publicissapient.com

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Response to Specifications and Requirements

Specification 1: Ongoing Development, Support and Training for Single-Family and Small Rental Program modules in Salesforce including training state, county, city, contractor staff. This module includes applicant case management services, including application intake, applicant inquiry, eligibility review, duplication of benefits analysis, home inspection management, award calculation, and applicant project closeout. (Single-family module has been initially developed and rolled out, but the small rental module has not).

RESPONSE:

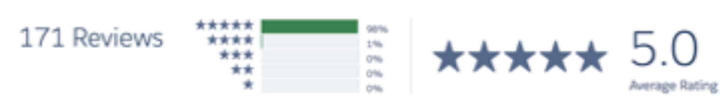
The Publicis Sapient Salesforce Practice (PSSP) has teamed with members of the original design team for the State of North Carolina's CDBG-DR recovery programs. Under [redacted] lead the team that assisted the State with its initial Unmet Needs Assessment, Action Plan, and Housing Policy development following Hurricane Mathew in 2016. Also, under [redacted] was the Salesforce System architect for the North Carolina Rebuild NC CDBG-DR data management system. Our team members have worked closely with the State's Departments of Emergency Management (NCEM) and Commerce (DOC) to develop a customized workflow and data management system that captures relevant applicant data, and State and HUD program requirements with full access for State staff to manage and review grant activities.

The PSSP team also developed and executed the Housing applicant intake training for the State and its County subrecipients. Our team developed the original training modules for applicant intake and job aids. Upon approval of program policies, the PSSP team is prepared to develop training and job aids for all the existing Salesforce functionality currently serving the NCEM disaster management system and is committed to delivering the same level of customized services going forward for these programs.

The PSSP team is prepared to execute the same comprehensive approach for developing and rolling out the Small Rental Program structured to support the Small Rental Program policies once approved. Our teaming partners have worked with other CDBG-DR grant recipients to develop program design and implementation strategies for small rental programs. Our team looks forward to the opportunity to develop out the programs requirements in the Salesforce system using the same program workflow currently utilized in the other Housing Assistance programs. This will include application intake, applicant inquiry, eligibility review, duplication of benefits analysis, home inspection management, award calculation, and applicant project closeout. Customized trainings will be developed for State, County, and contractors implementing these activities.

Publicis Sapient's Salesforce Practice is a Platinum-level Salesforce consulting partner. Our dedicated Salesforce Practice combines strategy, creative and user experience consultants with deep Salesforce technology skills to drive business transformation. Our Salesforce practice includes 700+ Salesforce consultants, 500+ Salesforce certifications and 1,500+ Salesforce projects.

The team has gained national prominence for our innovative work on the Salesforce platform. Our ability to deliver outstanding results for our clients has led to more 5-star reviews (170+) on the Salesforce AppExchange than any other partner.



Listing from the Salesforce AppExchange

Our project methodology, ForwardFast, is highly tuned to rapid, agile, and collaborative Salesforce implementations. Our implementation tool, ProjectForce, is a uniquely customized version of Salesforce that helps us drive projects with consistency and transparency. We have compiled a large catalog of Salesforce solution accelerators that drive speed to value. We offer our accelerators at no fee and no subscription to our clients as part of a project. Together, our skills, approach, and strategy enable us to be regarded as one the top Salesforce consulting partners in the world.

By combining Publicis Sapient Salesforce Practice's deep Salesforce expertise, proven support center and our teaming partner's expertise with the State of North Carolina's CDBG-DR recovery programs we feel we can meet and exceed the State's requirements by providing a scalable and experiences team.

Specification 2: Development, Support and Training for Buyout and Acquisition module in Salesforce including training state, county, city, contractor staff. (This module has not yet been developed and rolled out).

RESPONSE:

Our teaming partners, [redacted] have previous experience designing and implementing CDBG-DR Buyout and Acquisition Programs for the [redacted] and the [redacted] in the Salesforce platform. The PSSP team understands the critical components for CDBG-DR Buyout and Acquisition including determining whether activity falls under Buyout or Acquisition, determining eligible homeowners, acquiring HUD compliant appraised values, clear titles, and executing Voluntary Uniform Relocation (URA) forms. The North Carolina system will ultimately be designed to support the approved Buyout and Acquisition Program policies and will link all the critical documentation needed prior to purchase, as well as all closing documents, environmental reviews and clearances, and file closeouts.

The PSSP team will develop all training necessary to implement Acquisition and Buyout program requirements in the Salesforce system. Training will also include training materials and job aids.

Specification 3: Ongoing Development, Support and Training for Construction Management module in Salesforce including training state, county, city, contractor staff. (This module has been initially developed and rolled out).

RESPONSE:

The PSSP team through our partners [redacted] have previous experience designing and implementing Construction Management modules in the Salesforce system. The PSSP team understands that a successful construction management module will need to interface with the projects being managed. This module can be customized to the allow Community licenses for construction managers out in the field allowing them to document their activities on site using hand-held devices such as a smart phone or tablet. The PSSP team will design the North Carolina Infrastructure module in conformance with the final approved Infrastructure Policy requirements. Module components can include a construction management checklist, ability to take and store progress photos, and ability to document pay point inspections.

The PSSP team will provide training for all users of the Construction Management module including state, county, city, and contractor staff.

Specification 4: Ongoing Development, Support and Training for Financial Management module in Salesforce including training state, county, city, contractor staff. Training includes the use of the Salesforce system for financial management and reimbursement submissions, and loading budgets, contract, and vendor submissions into Salesforce. (This module has been initially developed and rolled out).

RESPONSE:

The PSSP team through has previous experience implementing CDBG-DR financial management systems for multiple clients. [redacted] has implemented CDBG-DR financial management systems for the [redacted]. [redacted] developed budget management and cost tracking for [redacted]. This system tracked budgets and expenditures across the city's entire portfolio of CDBG-DR activities and integrated General Ledger data from the [redacted] as well serving as a crosswalk to [redacted].

These concepts were adapted to Salesforce for the [redacted] CDBG-DR program. Utilizing these financial tools, the [redacted] has expended over 60% of their grant portfolio and has been monitored annually by HUD. Those monitoring reports yielded 0 findings and 0 concerns with $0.00 in recapture for the [redacted]. This was accomplished by establishing comprehensive QC workflows and checklists that allowed visibility in all areas of costs including reviewing vendors, contracts and expenditures.

The PSSP Team understands the success of Financial Management for the critical component of any CDBG-DR program. The team will continue to support NCORR's Fiscal Staff and develop additional training materials and job aids.

Specification 5: Development, Support and Training of the Infrastructure Program module in Salesforce including training state, county, city, contractor staff. (This module has not yet been developed and rolled out).

RESPONSE:

The PS team partners [redacted] have previously implemented a very robust Infrastructure Program module for the [redacted] being administered by the [redacted], [redacted]. The PS team understands that a successful infrastructure module must be comprehensive and provide a means to include all critical infrastructure data that supports the eligibility of CDBG-DR funded project. The [redacted] model contains the Infrastructure application and eligibility determination for both projects fully funded by CDBG-DR or where the CDBG-DR funds are being used to match FEMA PA or other federal funding sources. The system includes duplication of benefits analysis, grant agreements, and procurement modules for engineers, contractors, and support services. The [redacted] model includes a section for storing and reviewing Davis Bacon payrolls and Section 3 reports and also includes sections for environmental reviews, permits, and construction progress reports.

The PS team is fully prepared to customize the North Carolina Infrastructure module to include any or all of the features listed above based on North Carolina's infrastructure policy needs. All training for the system will be provided by the PS team and include job aids.

Specification 6: Development, Support and Training for Residential Relocation Modules in Salesforce, including Uniform Relocation Act (URA) and Voluntary Relocation. (This module has not yet been developed and rolled out).

RESPONSE:

The PS team partners [redacted] have designed and implemented URA and Voluntary Relocation program requirements into prior systems being utilized by the [redacted] administered through the [redacted]. The [redacted] system includes individual tenant information pages, a URA compliant relocation checklist, and document storage. URA award determinations and payments are tracked in the system. The PS team is prepared to customize a similar Relocation module for the State of North Carolina based on the final approved policies for URA and Voluntary Relocation.

The PS team will provide all training to state, county, city, and contractor staff.

Specification 7: Development, Support and Training of Small Business Program module in Salesforce including training state, county, city, contractor, and CDFI staff involved in the program. This effort includes transitioning the records for the State's Small Business Recovery Program from an existing system at the Department of Commerce to Salesforce. (This module has not yet been developed and rolled out).

RESPONSE:

The PSSP team partners [redacted] have prior experience designing and implementing Small Business Program modules supported by a Microsoft Dynamics CRM system which is very similar to the Salesforce platform. The Salesforce system will be customized to the State of North Carolina's Small Business

Program approved policies. The system will support application and eligibility reviews, program awards, and track progress in accordance with the State's policies. The PS team will provide all training and job aids for state, county, city, and contractor staff.

The PSSP Team will transition the State's Small Business Recovery Program files from the existing system using our proven ForwardFast methodology and Salesforce expertise to design a best practice module within the existing Salesforce org,

Specification 8: Development, Support and Training of Compliance Monitoring Modules in Salesforce. This includes compliance monitoring for Program policies and crosscutting CDBG-DR Federal requirements. (This module has not yet been developed and rolled out).

RESPONSE:

The PSSP team partners [redacted] have successfully designed and implemented a Salesforce based Compliance and Monitoring module for the [redacted] administered by the City of [redacted]. The [redacted] model is designed to monitor compliance during the implementation of projects by including QC checklists at critical decisions points during the activity's workflow process. Utilizing QC loops helps to ensure that at completion a project is ready for a HUD monitoring. The [redacted] system is comprehensive and allows desk monitoring to be completed in the Salesforce system. The Compliance and Monitoring module is also designed to document on-site monitoring by providing document storage of the completed monitoring forms and monitoring reports. The system provides fields to list outstanding findings and concerns resulting from the monitoring and documents when these findings and concerns are closed.

The PSSP team is prepared to customize the State of North Carolina's Compliance and Monitoring module to support the final approved State of North Carolina's Compliance and Monitoring Policies and can include any and all of the features listed above. The PSSP team will provide all training and job aids for this module.

Specification 9: For all the above modules, Vendor shall:

A) Provide general Salesforce system support for system-wide updates due to additional natural disasters and policy and procedure changes

RESPONSE:

Our proposed team includes onsite and remote resources to help identify, gather, design, deploy and support NCORR's Salesforce solution. We intend to use our deep Salesforce experience and subject matter expertise of NCORR's programs to architect a declarative solution that allows for updates to be quickly applied. This includes looking at the solution as a whole while addressing the needs of individual programs. Please see our response in Specification 13 regarding our ForwardFast Methodology.

B) Develop and support the generation of program performance reports using Salesforce data uploaded and available in Salesforce for the above modules as follows:

1. Reporting functions shall provide executive-level production status reports on every State program module developed for this RFP (e.g., single-family home repair, buyouts, relocation, infrastructure, multifamily housing). These reports will be developed with NCORR to clearly and efficiently inform number and status of applicants or projects related to approval, implementation progress, timing, and award obligation.

2. Additional program module roll-down reports need to provide program management and operations-level reporting that reflect the next level of information to support identification of incremental

application and/or project progress. These reports are to inform opportunities for program and/or system design efficiencies.

3. ***A case manager report shall provide a clear detailed summary of individual application or project information related to next-step processing and additional support documentation requirements so that applicants or project managers can quickly and effectively identify where they are in the program process and what is needed to proceed.***

RESPONSE:
The Salesforce Platform includes a powerful suite of analytics and reporting tools to help you view and analyze your data. Salesforce analytics consists of several integrated parts:

Reports. A report returns a set of records that meets certain criteria and displays it in organized rows and columns. Reports are stored in folders, which control who has access. To help you monitor your organization, Salesforce offers a wide range of standard reports, accessible in the standard reports folders on the Reports tab. All our standard reports are "templates" so they can be used as report starting points from which users can alter fields, criteria, etc. and use the "Save As" function to easily capture a version more specific to their unique needs. Users can also create new custom reports to access exactly the information they need. Report Builder is intuitive and user friendly. There is no need for IT support or advanced scripting capabilities to run reports. View a short (2:33) video on how to use the Report Builder in Salesforce: http://www.salesforce.com/_app/video/chatter/help/report_builder.jsp.

Dashboards. A dashboard shows data from source reports as visual components, which can be charts, gauges, tables, metrics, or custom Visualforce pages. They provide a snapshot of key metrics and performance indicators for your organization. Administrators control access to dashboards by storing them in folders with certain visibility settings. Dashboard folders can be public, hidden, or restricted to groups, roles, or territories. If you have access to a folder, you can view its dashboards. To view a dashboard component, users need access to the folder for the underlying source report. Each dashboard has a running user, whose security settings determine which data to display in a dashboard.

Two other important points about dashboards:

First, dashboard components are not simply nice-looking, static pictures. They are live, actionable objects. You can click on a dashboard component to drill down to the underlying report that generated it and click on any item in that report to drill down to the source data. So, you can quickly understand the reasons behind the results.

Second, dashboards are full participants in Salesforce's enterprise social collaboration platform. For example, a manager could post a dashboard snapshot to their Chatter feed to share it with their "followers", or to a specific Chatter group, along with comments, so that they can find answers, congratulate team members, or issue calls to action. And both dashboards and Chatter are available on mobile devices, as well as PCs.

[redacted]

[redacted]

PSSP will work with NCORR to define specific requirements that can be met with Salesforce's powerful analytics functionality.

4. *Limited system interface may be needed or developed to align with State financial management and grants reporting functions held in other discreet secure systems. The goal is to provide effective application and project status that both informs program budgeting priorities and reflects obligation and expenditure of projects.*

RESPONSE:

Salesforce includes a robust API architecture as well as data import tools which can be leveraged to export and import data from external State systems.

PSSP recommends leveraging MuleSoft as the middleware tool to connect Salesforce with the State's back-end systems and 3rd party APIs. This accelerates implementation by leveraging MuleSoft's pre-built connectors with Salesforce and other databases as well as web-service endpoints and gives the State the most flexibility by making integrations configuration-based while providing additional functionality such as logging and alerts. Mulesoft provides NCORR:

- API-Led Connectivity which creates reusable assets for system integration and business logic, reduction in domain expertise needed for integration, 2-4x increase in time to market and developer productivity.
- Reduces time and cost to act on initiatives to provide real-time data and improve connectivity with a variety of backend systems and Salesforce
- Remove the liability of point to point integration, and introduce a single-platform for connectivity, API development, API management, and maintenance services.

PSSP will work with NCORR to understand the detailed interface requirements and recommend the best approach to fit within NCORR's budget.

State system users with designated levels of reporting access should be able to automatically generate all reports in the system at any given time.

RESPONSE:

PSSP will help define and maintain the proper Salesforce security profiles to give users the necessary access to view, create and update reports using Salesforce's out-of-the-box report and dashboard features.

PSSP can also control access to reports and dashboards by storing them in folders. Folders can be public, hidden, or shared.

C) Coordinate with other disaster recovery program and data-set managers (e.g., NFIP, FEMA IA, FEMA HMGP, SBA, private insurance) to import data into the Salesforce system.

RESPONSE:

Most projects Publicis Sapient completes include a data migration component. As a result, we have developed a robust and repeatable data migration methodology based on best practices that produce predictable results and minimize errors, risk and cost associated with this activity. Publicis Sapient will use our proven methodology and partner with you to create a comprehensive Data Migration Plan that will meet your data migration requirements.

[redacted]

[redacted]

Specification 10: Development and maintenance of a tracking system in Salesforce for system user training on data security, specifically the protection of personally identifiable information (PII).

RESPONSE:

Please see our response for Specification 15 for details about our training approach.

Salesforce provides a free Class Enrollment AppExchange app that can be leveraged to track user attendance for all training. More information can be found here https://appexchange.salesforce.com/appxListingDetail?listingId=a0N300000016aVIEAY. In addition, PSSP has a training and certification tracker as part of our VIP accelerator library that can be leveraged free of change. Optionally, NCORR can leverage Salesforce's MyTrailhead license which provides learners with an on-demand, gamified platform customized with NCORR's brand and content. More information can be found here: https://trailhead.salesforce.com/mytrailhead

PSSP will leverage existing training materials regarding protecting PII within the Salesforce solution based on NCORR's configuration of Field Level Security and encrypted fields.

Specification 11: Vendor shall provide Support Staff who can address technical and programming issues, program design needs and reporting functions as follows:

Vendor shall provide Support Staff who can address technical and programming issues, program design needs and reporting functions as follows:

A) Develop with the State a protocol for State agency staff and vendors using the Salesforce system regarding requests for routine system updates, testing, and support for system-user technical issues during weekdays and weekends;

B) Respond within four (4) business hours for most requests for routine system updates and support for system user technical needs. Provide weekly reports on the types and nature of issues served to identify any needs for training and/or system modifications;

C) Coordinate with the State on anticipated current system needs and solutions, and develop protocols and schedules for addressing any system-wide, module design modification or report design modification requests in a reasonable time frame to support ongoing program activity and needs;

RESPONSE:

Publicis Sapient Salesforce Practice recognizes that support services play a vital role in the success, adoption, and perception of the Salesforce solution by our clients. Without effective support, the project go-live excitement may quickly fade, adoption erodes and IT and operations staff are left ill-equipped to deal with ongoing maintenance and enhancements.

With this in mind, PSSP offers a wide range of support options to meet client needs and complement the platform support provided by Salesforce. To help provide the highest level of customer satisfaction, PSSP support features include:

- Our team will troubleshoot, evaluate and resolve technical defects that may arise in production.
- More than break/fix, PSSP support includes enhancements.
- A structured methodology that includes a path for both "hot fixes" and agile monthly enhancement releases.
- All resources are Salesforce certified.
- A structured kickoff that reviews our Salesforce Community and the Service Request Process.
- Monthly status with a detailed accounting of all support requests.

The PSSP support team will manage all support requests, and coordinate the configuration, testing and release to NCORR for user acceptance and approval to release to production. This team will collaborate with the assigned PSSP delivery team for knowledge transfer of your solution.

Our typical support model provides for weekday-only support from 8:00 a.m. to 8 p.m. EST but PSSP will work with NCORR to understand weekend support requirements and staff accordingly.

[redacted]

D) Provide weekly onsite support for State staff in the Raleigh, NC area. Prior to performing onsite work, the Vendor shall be responsible for submitting all logistics requests regarding the onsite visit, including but not limited to office space, desks, telephones, network connections, parking, and phones to the State Contract Manager for approval. The Vendor shall be responsible for providing both on-site and remote logistics planning.

RESPONSE:

Please see our response for Specification 14 for details about our proposed team.

Specification 12: Vendor shall manage and maintain Salesforce user licenses, as needed (e.g., distributing licenses to users, tracking license distribution, utilization, and renewals). NCORR will purchase, as needed, Salesforce program licenses and other programs or licenses that permit the Salesforce environment to operate, including data storage.

RESPONSE:

PSSP will leverage Salesforce's standard license tracking and distribution tools within the NCORR Salesforce org. This allows PSSP to see all active and inactive users along with their associated security profile, permission sets and assigned license. Using the Service Request process detailed in Specification 11 above, NCORR users can request for a user license or security setting to be provisioned or removed.

Specification 13: Vendor shall supply a plan to complete work items to be approved by the State Contract Manager. Starting immediately after the Contract is awarded, the Vendor and the State Contract Manager, or their designee, may hold weekly status meetings via conference call. The Vendor shall provide a detailed update on the Project's status and all outstanding issues currently being addressed by the Contractor. At the end of each weekly status meeting, the Vendor shall prioritize the list of issues at the direction of the State Contract Manager. Vendor shall submit weekly Project progress reports to the State Contract Manager. These progress reports must contain all important Project activities for the previous week, and outline goals for the following month. If necessary, revisions and updates to active Project plans will be communicated with this status report.

RESPONSE:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Specification 14: Vendor shall demonstrate its qualifications to accomplish the above objectives by providing resumes for all proposed staff in the Proposal. If there are any proposed staffing changes between the Proposal and the execution of the Contract, the State shall be provided the opportunity to review the recommended staff changes, including resumes. If the State informs the Vendor that it is not satisfied with the recommended substitute employee or the performance of any employee on the Vendor's staff at any time, Vendor shall replace the individual with an equally or better qualified employee as quickly as possible, working with the State to affect a satisfactory transition. Should the Vendor need

to replace an employee assigned to the Contract, the Vendor shall notify the State and the State reserves the right to reject replacement staff.

RESPONSE:

About Publicis Sapient

Publicis Sapient is a digital transformation partner helping established organizations get to their future, digitally-enabled state, both in the way they work and the way they serve their customers. We help unlock value through a start-up mindset and modern methods, fusing strategy, consulting and customer experience with agile engineering and problem-solving creativity. As digital pioneers with 20,000 people and 53 offices around the globe, our experience spanning technology, data sciences, consulting and customer obsession – combined with our culture of curiosity and relentlessness – enables us to accelerate our clients' businesses through designing the products and services their customers truly value. For more information, visit publicissapient.com.

We are also widely recognized by industry analysts. Gartner named Publicis Sapient as the #1 leader in digital transformation for the past three years. Forrester has also proclaimed that we "lead the pack" as a Digital Experience Service Provider.

Our Salesforce Practice

Publicis Sapient's Salesforce Practice is a Platinum-level Salesforce consulting partner. Our dedicated Salesforce Practice combines strategy, creative and user experience consultants with deep Salesforce technology skills to drive business transformation. Our Salesforce practice includes 700+ Salesforce consultants, 500+ Salesforce certifications and 1,500+ Salesforce projects.

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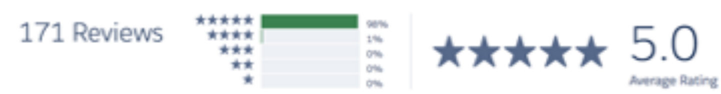


Listing from the Salesforce AppExchange

Proposed Team

The following roles are being proposed:

Resource	Responsibilities
Onsite Salesforce Consultant/Project Manager	• Conduct requirements and solution design workshops. • Facilitate business process analysis and automation discussions. • Advise and guide NCORR toward best practices in application configuration considerations such as security model, mobile deployment strategies, workflow, data validation and analytics. • Author solution design and configuration specification deliverables. • Configure Application. • Conduct the Train The Trainer sessions in conjunction with NCORR. • Coordinate multiple work efforts, ensuring NCORR's business objectives across all projects are met. • Manage onsite and offsite PSSP resources to ensure quality, completeness, timeliness of all tasks. • Conduct and document project status meetings and reviews. • Evaluate NCORR priorities and execute change control process to ensure the NCORR's needs are met. • Manage budget, schedule, and deliverables on a weekly basis.

CDBG/Grants Program Solution Architect SMEs	• Coordinate vision and execution across multiple project to assure alignment with client vision and consistency of design and execution of work efforts. • Work with business owners and Solution Architects and Consultants to craft a solution that optimizes salesforce.com for the client's business environment • Provide subject matter expertise with the salesforce.com application and process automation that aligns with business needs and objectives.
Disaster Recovery/HMGP SME	• Provide policy and programmatic guidance related to federal disaster recovery programs to include Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR), the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HMGP) and other Disaster Recovery Act programs. • Advise the development team on understanding supporting business processes to enable the design and implementation of the System of Record and inform the team on relevant business rules to successfully remain in compliance with the federal guidelines associated with the funding grant. • Advise on the development of test scripts to test all functionality related to associated business rules and/or objects.
Solution Architect	• Work with business owners to craft a solution that optimizes salesforce.com for the NCORR's business environment. • Lead visioning conversations during requirements workshop. • Evaluate requirements and review and approve solution design. • Conduct requirements and solution design workshops. • Facilitate business process analysis and automation discussions • Provide subject matter expertise with the Salesforce application and process automation.
Technical Architect	• Team Lead for the salesforce.com integration and customization. • Provide timeline and resource management for the integration implementation. • Author the technical design specification. • Manage overall development, validation, and deployment plans. • Review code to ensure it conforms to Salesforce best practices. • Provide best practices guidance to NCORR technical team.
Salesforce Developer	• Contribute to key deployment documentation. • Develop custom code. • Assist NCORR with legacy data extraction, cleaning, and scrubbing. • Assist NCORR with data mapping from legacy to Salesforce systems. • Import data, sampling and validation. • Unit testing and error handling.

PSSP will work with NCORR on any replacement of staff.

Please see the attached resumes for our recommended team.

Specification 15: Training for all modules shall include job aids and/or Power Points with screen shots that can be used for onboarding and training of new staff. Training may be provided onsite at NCORR headquarters, in field locations, or through webinars.

RESPONSE:

Successful transfer of knowledge and appropriate training on the use of the solution is critical to any adoption of a new solution. PSSP believes in utilizing a range of training options to facilitate adoption of the project. As part of our training methodology we work closely with your team to build an intuitive design using Salesforce best practices to create a user-friendly experience that increases adoption across NCORR. PSSP will collaborate with NCORR's training department to coordinate the training program and provide documents to facilitate the training experience.

We recommend NCORR designate key end-user personnel ("Super-Users") who will be sufficiently trained in the solution to update and maintain the new products, perform post-launch maintenance and support, as well as be technical enough to train their team members on the nuances of the new solution. These single points of contact for internal users should be adequately knowledgeable to answer basic user questions and address day-to-day issues and concerns. As a best practice, PSSP recommends that key End Users and the Administrators participate in the project from the earliest point possible.

[redacted]

[redacted]

Salesforce Online Self-Paced Training

Salesforce incorporates the training resources and best practices as part of their subscription service. We intend to leverage these resources to augment our standard training options.

MyTrailhead

Optionally, NCORR can leverage Salesforce's MyTrailhead license which provides learners with an on-demand, gamified platform customized with NCORR's brand and content. Additional license costs from Salesforce may apply. More information can be found here: https://trailhead.salesforce.com/mytrailhead

All training materials will be created in English only.

Specification 16: Vendor shall supply all equipment or devices needed to accomplish specifications defined herein.

RESPONSE:

It is assumed that NCORR is responsible for course logistics for all onsite training. All training facilities will include projector, screen (or equivalent), whiteboard (or equivalent), and high-speed internet access for the instructor machine and participant machines. Participants must provide their own laptops. NCORR is responsible for duplication of materials. NCORR is responsible for ensuring participants attend the provided sessions. The cost of printing and shipping any materials is the responsibility of NCORR.

Specification 17: The State has obtained all necessary licensing for the system. It will be the Vendor's responsibility to obtain and maintain software, licenses, or other tools/equipment as needed to provide work product deliverables and services in a manner that meets the capacity and needs of the State.

RESPONSE:

PSSP is passionate about building innovative government solutions. We believe that government technology assets should be shared to limit spending while increasing innovation. Unlike other vendors that try to inflate profits by charging different agencies for the same solution over and over, we have a "Pay It Forward" program that gives agencies access to any of our prebuilt solutions at no charge, assuming they allow us to share solutions built for them with other agencies. This allows us to implement the solutions at substantially lower cost than other providers. Because they are built on the Salesforce platform, the solutions evolve with technological change, and aren't prone to becoming obsolete during maintenance updates. In addition to lowering the cost of implementation, this also means there will be no ongoing costs for third party software above and beyond Salesforce.

Our Pay it Forward model includes a large catalog of solution accelerators to jump-start your Salesforce project. Also known as our VIP accelerators, these are production-proven packaged functionality. They range from single function widgets to full blown solutions.

The VIP accelerator assets are built 100% natively on the Salesforce platform. Our consultants will deploy the right solution into your org and tailor it, if needed, to your unique business requirements. Our solutions come with no subscription fees as part of a PSSP project.

[redacted]

[redacted]

The full library of accelerators can be found here: http://vip.vertiba.com/

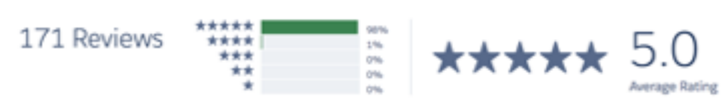
Specification 18: Preference may be given to Vendors that can provide subject-matter expertise in CDBG-DR to support the specific objectives above.

RESPONSE:

[redacted]

Publicis Sapient's Salesforce Practice is a Platinum-level Salesforce consulting partner. Our dedicated Salesforce Practice combines strategy, creative and user experience consultants with deep Salesforce technology skills to drive business transformation. Our Salesforce practice includes 700+ Salesforce consultants, 500+ Salesforce certifications and 1,500+ Salesforce projects.

The team has gained national prominence for our innovative work on the Salesforce platform. Our ability to deliver outstanding results for our clients has led to more 5-star reviews (170+) on the Salesforce AppExchange than any other partner.



Listing from the Salesforce AppExchange

Our project methodology, ForwardFast, is highly tuned to rapid, agile, and collaborative Salesforce implementations. Our implementation tool, ProjectForce, is a uniquely customized version of Salesforce that helps us drive projects with consistency and transparency. We have compiled a large catalog of Salesforce solution accelerators that drive speed to value. We offer our accelerators at no fee and no subscription to our clients as part of a project. Together, our skills, approach, and strategy enable us to be regarded as one the top Salesforce consulting partners in the world.

By combining Publicis Sapient Salesforce Practice's deep Salesforce expertise, proven support center and our teaming partner's expertise with the State of North Carolina's CDBG-DR recovery programs we feel we can meet and exceed the State's requirements by providing a scalable and experiences team.

Resumes

Our team of experienced individuals include individuals with extensive Salesforce technical and project experience, as well as several subject matter experts with in-depth knowledge of grants management and the State of North Carolina internal agencies. We recognize the importance of an on-site Salesforce consultant/project manager, and will commit a team member who has the necessary knowledge and experience to lead the project to success.

Some of our proposed team members include:

[redacted]

[redacted]

WYO: State Lands Permitting/Inspections App and Community	Government	02/27/2017 -06/30/2018

[redacted]

[redacted]

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Cost of Vendor's Offer

Cost Components of Initial Term – Year One

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year One
Onsite Project Manager/Salesforce Consultant	$250.00	173	$43,250	$519,000
Solution Architect	$260.00	50	$13,000	$156,000
Technical Architect	$260.00	50	$13,000	$156,000
Developer	$240.00	40	$9,600	$115,200
Support Lead	$180.00	80	$14,400	$172,800
CDBG Subject Matter Expert	$250.00	40	$10,000	$120,000
CDBG Subject Matter Expert	$250.00	40	$10,000	$120,000
Disaster Recovery/HMGP Subject Matter Expert	$250.00	30	$7,500	$90,000
Estimate for First Year of Contract		n/a		
Total Not to Exceed Year One Pricing	**$1,449,000**			

Cost Components for OPTIONAL Year Two

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year Two
Onsite Project Manager/Salesforce Consultant	$257.50	173	$44,548	$534,570
Solution Architect	$267.80	50	$13,390	$160,680
Technical Architect	$267.80	50	$13,390	$160,680
Developer	$247.20	40	$9,888	$118,656
Support Lead	$185.40	80	$14,832	$177,984
CDBG Subject Matter Expert	$257.50	40	$10,300	$123,600
CDBG Subject Matter Expert	$257.50	40	$10,300	$123,600
Disaster Recovery/HMGP Subject Matter Expert	$257.50	30	$7,725	$92,700
Estimate for Second Year		**n/a**		
Total Not-to-Exceed Year Two Price	**$1,492,470**			

VENDOR: Publicis Sapient

Cost Components for OPTIONAL Year Three

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year Two
Onsite Project Manager/Salesforce Consultant	$265.00	173	$45,845	$550,140
Solution Architect	$275.60	50	$13,780	$165,360
Technical Architect	$275.60	50	$13,780	$165,360
Developer	$254.40	40	$10,176	$122,112
Support Lead	$190.80	80	$15,264	$183,168
CDBG Subject Matter Expert	$265.00	40	$10,600	$127,200
CDBG Subject Matter Expert	$265.00	40	$10,600	$127,200
Disaster Recovery/HMGP Subject Matter Expert	$265.00	30	$7,950	$95,400
Estimate for Third Year		n/a		
Total Not-to-Exceed Year Three Price	**$1,535,940**			

Cost Components for OPTIONAL Year Four

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year Two
Onsite Project Manager/Salesforce Consultant	$272.50	173	$47,143	$565,710
Solution Architect	$283.40	50	$14,170	$170,040
Technical Architect	$283.40	50	$14,170	$170,040
Developer	$261.60	40	$10,464	$125,568
Support Lead	$196.20	80	$15,696	$188,352
CDBG Subject Matter Expert	$272.50	40	$10,900	$130,800
CDBG Subject Matter Expert	$272.50	40	$10,900	$130,800
Disaster Recovery/HMGP Subject Matter Expert	$272.50	30	$8,175	$98,100
Estimate for Fourth Year		n/a		
Total Not-to-Exceed Year Four Price	**$1,579,410**			

VENDOR: Publicis Sapient

Cost Components for OPTIONAL Year Five

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year Two
Onsite Project Manager/Salesforce Consultant	$280.00	173	$48,440	$581,280
Solution Architect	$291.20	50	$14,560	$174,720
Technical Architect	$291.20	50	$14,560	$174,720
Developer	$268.80	40	$10,752	$129,024
Support Lead	$201.60	80	$16,128	$193,536
CDBG Subject Matter Expert	$280.00	40	$11,200	$134,400
CDBG Subject Matter Expert	$280.00	40	$11,200	$134,400
Disaster Recovery/HMGP Subject Matter Expert	$280.00	30	$8,400	$100,800
Estimate for Fifth Year		n/a		
Total Not-to-Exceed Year Five Price	**$1,622,880**			

Cost Components for OPTIONAL Year Six

Classification of Personnel (e.g. Program Manager, Developer)	Hourly rate	Estimated Hours of Effort per Month	Estimated Price per Month	Estimated Price for Year Two
Onsite Project Manager/Salesforce Consultant	$287.50	173	$49,738	$596,850
Solution Architect	$299.00	50	$14,950	$179,400
Technical Architect	$299.00	50	$14,950	$179,400
Developer	$276.00	40	$11,040	$132,480
Support Lead	$207.00	80	$16,560	$198,720
CDBG Subject Matter Expert	$287.50	40	$11,500	$138,000
CDBG Subject Matter Expert	$287.50	40	$11,500	$138,000
Disaster Recovery/HMGP Subject Matter Expert	$287.50	30	$8,625	$103,500
Estimate for Sixth Year		n/a		
Total Not-to-Exceed Year Six Price	**$1,666,350**			

	Total # of Hours over the Six Years			**Not-to-exceed price for all Six Years**
Summation of Cost Components for All Six Potential Contract Years	3018	**n/a**	**n/a**	$9,346,050

VENDOR: Publicis Sapient

Signed Vendor Certification Form (Attachment D)

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) *Will any work under this Contract be performed outside the United States?*

YES [X] NO [ ]

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

Bangalore, India for potential Salesforce development efforts.

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

Employees in our Bangalore, India office are employees of Publicis Sapient.

b) *The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States*

[X] YES [ ] NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) *Identify all U.S. locations at which performance will occur:*

North Carolina, Florida, Colorado, Ohio, New York

ATTACHMENT F: DESCRIPTION OF FIRM SUBMITTING OFFER

Full name, address, and telephone number of the firm	Publicis Sapient 1845 Folsom Street Boulder, CO 80302 720-277-1925
Date established	2010
Ownership	Public Partnership ☐ Subsidiary ☐ Other (specify) ☐ LLC
If incorporated, state of incorporation.	Delaware
Background of firm	Platinum level Salesforce consulting partner, now a part of Publicis Sapient, a leader in digital marketing transformation. For more information about our firm, please see our response to Specifications 1 and 20 above.
Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.	2017 = 70 2018 = 144 2019 = 150
Is Vendor a Historically Underutilized Business?*	YES ☐ NO ☒
Is Vendor a North Carolina Certified HUB Vendor?	YES ☐ NO ☒

*Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled." http://ncadmin.nc.gov/businesses/hub

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP contact the NC HUB Office at 919-807-2330 for answers to questions concerning NC HUB certification.

[redacted]

[redacted]

Financial Statement Information

Errata and Exceptions

Exceptions to Specifications

Section C: Enterprise Specification, Sub Section 5: Requesting that some deliverables be assigned a 3 or 5 day for milestone approval/rejection, rather than 10 days.

Attachment A: Definitions, 2) Deliverables: Deliverables, as pertaining to Services Agreement, is not inclusive of Hardware and Software services. These should be obtained via a Salesforce direct contract.

General Project Exceptions

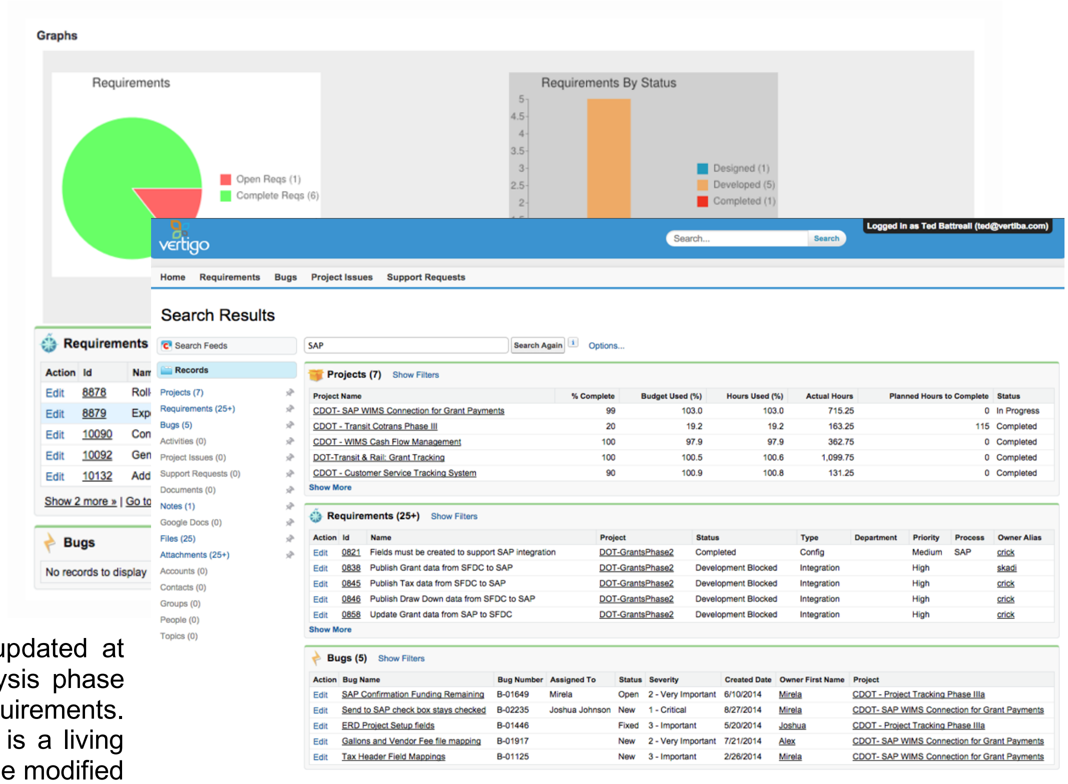
Publicis Sapient Salesforce Practice's estimates and the statement of work herein are based on the following list of key assumptions. Deviations that arise during the project will be managed through the Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms. These adjustments may consist of charges on a time and materials basis using the negotiated rates in effect at such time for any resulting additional work or waiting time. If an assumption deviation is not resolved through the documented Change Control Procedure within (30) days then the issue will be resolved in accordance with the documented Escalation Procedure outlined in the Master Services Agreement.

1. Native Salesforce functionality will be leveraged and the default approach to meet requirements. The State agrees to leverage as much out of the box configuration as possible. It is anticipated that the State will increase productivity by leveraging the way it uses Salesforce. The State may customize the core platform, or develop its own apps, by leveraging the full range of tools — everything from easy point-and-click interfaces, to advanced platforms for every programming language. For more details please visit: http://www.salesforce.com/salesforce-advantage/

2 PS SP provides, for the State's review, a sample of the documentation PS SP will deliver. If the State desires to use a different format, content, and/or level of detail, additional time and costs may be required to perform the work.

3. The Project will use PS SP's Salesforce Community, ProjectForce, for all project management, requirements management, and defect management activities. Access for this tool will be provided to the State at no cost. PS SP has grown and learned a lot from over 1500 completed projects. PS SP has made substantial financial, and time commitments, to perfect this tool and bake in the lessons learned. Your project will be delivered faster and with much lower risk than the traditional method of deploying technology. Here are some screenshots from ProjectForce:

4. Any 3rd Party software deemed required, that is not specifically included in PS SP's pricing document, will be purchased directly by the State.



5. Timeline: PS SP has included an early draft timeline with an estimate of sprint iterations, milestone dates and target go-live. This information will be updated at the end of the Analysis phase upon approval of requirements. The Project timeline is a living document and may be modified throughout the project life-cycle.

6. The State recognizes that the success of the Incident Management project, including the ability to meet the target go-live date, is a collaborative effort and the collective responsibility of all parties, including the up-front procurement process to authorize the project start.

7. The State is responsible for ensuring appropriate and empowered participants attend, and contribute to required sessions, design reviews, user acceptance testing, and trainings. The State staff will have the necessary authority and functional knowledge of the existing systems, and processes, to carry out their assigned implementation tasks. The State project team members must have a thorough understanding of business requirements, as they relate to any aspect of the project with which they are directly involved. The State project team members and SME's selected to participate should be key members of the areas that are being affected with the implementation of the system. The State Leadership Team will be empowered to make decisions. All project team members will be expected to contribute to decision making, in a timely manner with respect to implementation of the project, so as not to negatively impact the timeline or project schedule. It is vital that the State and the PS SP project team members utilize their professional communication skills in order to draw out information, as well as provide feedback, on the goals and progress of the Program.

8. PS SP is constantly focused on Salesforce Certifications within its workforce. We currently hold 150 certifications. It is expected that DORA will ensure at least 1 of its staff members become a Salesforce Certified Administrator. It is anticipated that the State will invite its project team-members to rapidly become familiar with Salesforce. A very user friendly tool is available at: https://developer.salesforce.com/trailhead/en

9. The State is most knowledgeable about how the new application will meet their business process requirements, and is therefore responsible for conducting User Acceptance Testing (UAT) within the project timeline. PS SP will conduct Unit, System, and Integration testing on our delivered functionality, but the State will write and perform all User Acceptance Testing.

10. The deliverables should be subject to a well defined, and objective acceptance testing process. The acceptance process should be based on agreed upon criteria, during an agreed upon time period (3-5 days is usually sufficient). PS SP will correct defects at no extra cost (or issue a refund if unable to do so). Otherwise final acceptance is deemed to occur at the end of the acceptance process.

11. The State will identify internal IT resources, prior to project kickoff, and will insure any required development, hardware/software procurement, network access, security review or other responsibilities will adhere to the project timeline.

12. Both the State and PS SP will use their best efforts to avoid the need to revisit decisions reached in completing Milestones. Both parties acknowledge that a material change to a previous decision could potentially have an impact on cost and schedule, which will be handled through the Change Control Procedure process.

13. The State is responsible for certain key project tasks, deliverables, and timely reviews of PS SP's work to maintain the project schedule and budget. Failure to review deliverables, and delayed or changed decisions, may necessitate a change order. The project timeline is based on the assumption that the State will contribute to, and review, deliverables within 5 business days of receipt. When presented with a requirement for business input, the State will provide/make an answer/decision within three (3) business days. On an exception basis only, PS SP understands that some decisions will take longer, and may affect the project timeline, and may grant an extension of time based upon State request.

14. The State will work with PS SP to create test scenarios, and Client will log defects into PS SP's Project Force in a timely manner after discovery. PS SP will also log defects into ProjectForce as discovered during our testing

15. Depending on the volume, and complexity, of the requirements uncovered during the analysis phase, the work may be delivered in multiple sprints/iterations which may impact or modify the schedule.

16. Custom pages developed by PS SP will be supported in the latest version of Firefox and Chrome. If the State needs the pages to be supported by additional browsers, there may need to be an additional, billable, work effort to the custom effort that is not included in the current scope.

17. The State agrees to perform all cleansing and de-duping of data.

18. Any contractors or consultants whose services are acquired directly by the State in connection with this project will perform their assigned tasks in a timely manner. The State will manage their efforts directly. PS SP will work cooperatively with the selected consultants, if applicable.

19. All formal State policy and procedure documentation will be the responsibility of the State.

20. The State and PS SP will implement commercially reasonable means to provide continuity of its core project team skills throughout the life of the project.

21. Project materials will be delivered in electronic format and will be developed in U.S. English.

22. For training, the State will provide all meeting support, and logistics, for classroom training sessions, including but not limited to class schedules, meeting rooms, material reproduction, flipcharts, student PC's, and overhead projectors. The State will be responsible for student attendance.

23. The State will be responsible for the performance of the network.

Contract Assumptions:

1. Contracting or Subcontracting **-** PS SP is a software implementation firm, but not a direct reseller of software. To the extent that this proposal requires software licenses from Salesforce.com and other providers, PS SP requests that, post-award, Client contracts separately with the software provider or that Client contract with a software and services re-seller such as Carahsoft, SHI or other similar firm, who will, in turn, subcontract to PS SP.
2. Any applicable taxes for services will be included in invoices.
3. All timeline, cost, milestones and other response information are based upon our current understanding of the project, as described in the RFP and applicable Addendums. If at any point prior to contract signing PS SP learns of a requirement or fact that was unanticipated we will negotiate, in good faith, with the State to resolve to our mutual benefit and understanding.
4. The State will have obtained all necessary software licenses prior to the start of the project.
5. The cost of printing and shipping training, support and user guides (if applicable) is the responsibility of the State.
6. As it relates to printing, printer hardware, and setup, these tasks are expected to be managed by the State.
7. PS SP is not responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect the existing State application systems or programs. It is the responsibility of the State to validate that the systems and programs meet the requirements of those laws.
8. Nothing is more important to us than your systems and data security. The State will leverage Salesforce to manage granular control over everything from user authentication to data access. It is expected that the State will use the Salesforce multi-layered approach to data security, and the industry standard that is trusted by the world's most heavily regulated industries. For more details, please see: https://trust.salesforce.com/trust/ .
9. It is anticipated that upon final contract negotiations, the document order of precedence will be:
    a. Professional Services Agreement
    b. Any applicable Change Orders
    c. Project Requirements
    d. Statement of Work
    e. PS SP's RFP response
    f. The State's RFP.

Exceptions to Terms and Conditions:

8) Acceptance Criteria: Some deliverables may be approved/rejected in 3-5 days.

14) Access to Persons and Records:"…to examine all books, records, and accounts…" should be limited to sufficient pre-notice and no more than one time per calendar year.

19) Default: a) If Vendor fails to deliver or provide correct Services…- Vendor performance that is exclusively within its control and obligation, is agreeable to Section 19.

21) Termination: b), i)…holding Vendor liable for any excess costs occasioned thereby…- Publicis Sapient does not agree to this.

22) Limitation of Vendor's Liability: Vendor's liability under a Contract should be capped at an amount that is proportionate to fees received under the Contract. In addition, there should be a disclaimer of all consequential or indirect damages.

24) Time is of the Essence – Publicis Sapient proposes to strike this statement.

SFDC Service Terms

"**AppExchange**" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"**Reseller**" means __________________.

"**Service**" means the online, Web-based applications branded as Salesforce, Service Cloud, Sales Cloud, Force.com and Chatter and provided by SFDC via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"**SFDC**" means salesforce.com, inc. and its affiliates.

"**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"**User Guide**" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

"**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your Reseller at Your request).

"**You**" and "**Your**" means the entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"**Your Data**" means all electronic data or information submitted by You to the Service.

1. **Use of Service**.

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

(c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. **Service Provision.** SFDC will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3. **Support and Your Data**. Reseller is Your sole provider of customer support for the Service. You acknowledge that the Service allows Reseller to access Your Data as required for Reseller's provision of customer support to You, unless your administrator disables this functionality. Any exchange of data between You and Reseller, including Reseller's access of Your Data through the Service in connection with support matters, is solely between You and Reseller. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Reseller.

4. **Third-Party Products and Services.** Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. SFDC does not warrant or Support third-party products or services, whether or not they are designated by SFDC as "certified" or otherwise.

5. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Service. Salesforce.com shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, SFDC may cease providing such Service features without entitling You to any refund, credit, or other compensation.

6. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual property rights. The Service is deemed Salesforce.com confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms.

7. **Your Data.** As between Salesforce.com and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information.

8. **Compelled Disclosure**. If either You or Salesforce.com is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

9. **Suggestions**. You agree that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service.

10. **Fees.** Contracted for fees for use of the Service represent a firm commitment: i.e., an order cannot be canceled during the term of the subscriptions, and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term.

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