September 2, 2020

AMENDMENT NUMBER FIVE (5)

State of North Carolina
Department of Public Safety
NC Office of Recovery and Resiliency (NCORR)

RFP No. 19-RFP-014530-WAX
Salesforce System of Record Management Services

This document shall amend RFP No. 19-RFP-014530-WAX (the “RFP”, and collectively with the Vendor’s response and all attachments thereto, and any addenda or amendment, the “Agreement”) by and between Vertiba, LLC, d/b/a Publicis Sapient Salesforce Practice (the “Vendor”) and the State of North Carolina, Department of Public Safety, Purchasing and Logistics (hereinafter referred to individually as “State”) executed on May 6, 2019. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. The Agreement is hereby amended as follows, to be effective August 1, 2020.

This Amendment and the previous four executed Amendments, the Agreement, the Request for Proposal (RFP), the Response, the BAFOs and all of its exhibits or attachments constitutes the entire agreement between the parties. Any defined terms used but not defined herein shall have the meanings set forth in the Agreement.

The Parties hereby amend the Agreement as follows:

RFP Section III. Cost of Vendor’s Offer, 1) Offer Costs:

Because of the change in travel due to the unforeseen COVID-19 epidemic, travel shall be taken out of the hourly rate.

The first paragraph shall be deleted and replaced with:

The Vendor must itemize, per proposed personnel, the offer costs using the matrix provided below. Offers shall identify hourly rates per staff member, estimated hours of effort and costs per staff member, and a not-to-exceed annual price for the contract. The Vendor shall incorporate in the offered hourly rates any living, equipment/device, or overhead costs – exclusive of travel. (See Item 9 of RFP Attachment B for further details.) Pricing shall account for the development of all modules required in the Specifications Section, modifications to the modules, maintenance of the system of record, and ongoing support and training. Travel, as required and pre-approved by the NCORR Contract Manager, shall be reimbursed at the State rate at the time of travel.
RFP Attachment B, Paragraph 9:

Shall be deleted and replaced with:

In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.

Cost Table:

Replace the Cost Table from Amendment #4 with the following:

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Hours per Week</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salesforce Solution Architect (remote)</td>
<td>Kirsten Lamphere</td>
<td>30</td>
<td>$234.00</td>
</tr>
<tr>
<td>Salesforce Subject Matter Expert for CDBG-DR (remote)</td>
<td>Chris David</td>
<td>30</td>
<td>$225.00</td>
</tr>
<tr>
<td>Sr. Salesforce Consultant (remote)</td>
<td>Marissa Bruhn</td>
<td>40</td>
<td>$210.00</td>
</tr>
<tr>
<td>Salesforce Consultant (remote)</td>
<td>Matt Will</td>
<td>40</td>
<td>$202.50</td>
</tr>
<tr>
<td>Salesforce Consultant (remote)</td>
<td>To Be Determined</td>
<td>40</td>
<td>$202.50</td>
</tr>
<tr>
<td>Project Coordinator/Scrum Master (remote)</td>
<td>Dorothea Hawksworth</td>
<td>40</td>
<td>$162.00</td>
</tr>
<tr>
<td>Support Lead (remote)</td>
<td>Peter Stedman</td>
<td>40</td>
<td>$162.00</td>
</tr>
<tr>
<td>Support Lead (remote)</td>
<td>Arron Asberry</td>
<td>40</td>
<td>$162.00</td>
</tr>
<tr>
<td>Salesforce Technical Architect (as needed)</td>
<td>Chad Kelly</td>
<td>As Needed</td>
<td>$234.00</td>
</tr>
<tr>
<td>Salesforce Developer (as needed)</td>
<td>Adam Blinderman</td>
<td>As Needed</td>
<td>$216.00</td>
</tr>
</tbody>
</table>

Contract Not to Exceed Amount:

Replace the Contract Not to Exceed Amount from Amendment #4 with the following:

Per Amendment #4 fully executed May 5, 2020 the first-year total of the Contract was changed from $1,431,075 to $1,617,990 (an increase of $186,915); and, the new total not to exceed amount was increased to $4,476,069 from the Amendment #3 total of $4,289,154. The amount not to exceed over a potential six (6) year contract period was $4,476,069.

Amendment #5 reduces the current hourly rate (shown in the above Cost Table), increases the number of hours for specific roles (shown in the above Cost Table), permits for limited reimbursable travel and increases the not-to-exceed Year 2 total to $3,114,961.

The amount not to exceed over a potential six (6) year contract period is $6,011,191.
The undersigned individuals below represent and acknowledge they have the corporate power and authority to bind Vertiba, LLC Publicis Sapient Salesforce Practice and the State of North Carolina Department of Public Safety, Purchasing and Logistics to the terms of this Amendment.

ACCEPTED AND AGREED TO:

Vertiba LLC, Publicis Sapient
Salesforce Practice

By: ______________
Name: Lynn Lannin
Title: State and Local Industry Lead
Date: 08/21/2020

By: ______________
Name: Angie Dunaway
Title: NCORR Procurement Director
Date: September 2, 2020

North Carolina Department of Public Safety
Purchasing and Logistics