

## SOLE SOURCE JUSTIFICATION REQUEST FORM

**Instructions:** Briefly describe the items or service requested and list in detail the reason for requesting the Sole Source designation. Include substantiating data such as; companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, request without support cannot be considered. The CNM Buyer may require additional information and remains the final authority in the determination of a Sole Source acquisition.

**Date:** August 27, 2020

**Prepared by:** Victor Leon

**Vendor/Contractor**

**Name:** Salesforce.org  
**Address:** 415 Mission Street  
**City, State, Zip:** San Francisco, CA

**Cost:** \$75,000 4-mos term

**Term of Contract:** Four (4) months, which can be extended by negotiation

**Description of Item/Service to be procured:** (listing of the services, construction or items of tangible personal property procured under the contract)

The Salesforce.org Customer Success Architect (CSA) will provide Central New Mexico Community College with a combination of the following services relating to Salesforce.com products and solutions, Salesforce.org education products and solutions based on the Education Data Architecture (EDA):

- Strategic roadmap for Connected Campus
- Solution design for Connected Campus
- Design and code guidance/best practices
- Architecture design for scalability
- Deployment/release management strategy
- Data management strategy
- Solution design and code review
- Higher Education expertise
- Change management guidance/best practices
- Stakeholder/Sponsor relationship management
- Ideation and prototyping solutions
- Adoption strategy
- Training guidance
- Governance planning
- Security & Compliance model

**Below is the summary of information regarding the justification for your request for the Sole Source Procurement.**

**1. Explain why this is the only available source that can meet the needs of your department.**

The Salesforce.org Customer Success Architect (CSA) is a Salesforce.org employee and can only be contracted through Salesforce.org.

Each Salesforce.org CSA not only has in-depth knowledge of Salesforce and Salesforce.org products and solutions, experience in implementing and advising on implementations, but also has access to internal product and program resources and specialists. These unique CSA qualifications better ensure CNMCC's efficient and effectual implementations.

**2. Explain why this vendor is the only available source from which to obtain this product or service.**

**The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved futile; OR**

**Other reason, please explain in full. Attach additional sheets if necessary.**

A Salesforce.org Customer Success Architect can only be retained through contract with Salesforce.org. See attached vendor memo.

**3. Explain why the price is considered fair and reasonable.**

Salesforce.org is the division of Salesforce.com whose responsibility is to focus on providing solutions to nonprofit/NGO organizations, as well as nonprofit K-20 institutions. Importantly, Salesforce.org maintains a significantly discounted price list from Salesforce.com in an effort to make products and services available at a fair and reasonable price to these entities.

**4. Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets if necessary).**

The best possible price was obtained by negotiating multiple months of engagement for these services. This pricing is a further discount from the already significantly discounted Salesforce.org pricing mentioned in item #3.

Salesforce.org CSA resources are in high demand. In fact, several other institutions are waiting on the outcome of our contract and will retain the designated CSA's services if we do not.

**APPROVALS:**

**Based on the above stated facts, the Purchasing Department has made the determination the justification for the Sole Source procurement is in accordance with §13-1-126 and will be posted for a 30-day period prior to award.**

**Kristen Kohlstruk**

Print Requester Name

Director, Application Support, August 27, 2020

Title and date:

**Kristen Kohlstruk**  
Digitally signed by Kristen Kohlstruk  
DN: cn=Kristen Kohlstruk, o=CNM, ou=ITS,  
email=kkohlstruk@cnm.edu, c=US  
Date: 2020.08.27 09:37:09 -06'00'

**Requester Signature**

**Victor Leon**

Print Dean/Chairman/Director Name

Chief Information Officer, 8/27/2020

Title and date:

**Victor Leon**  
Digitally signed by Victor Leon  
DN: cn=Victor Leon, o=Central New Mexico Community College,  
ou=Information Technology Services, email=vleon@cnm.edu, c=US  
Date: 2020.08.27 09:46:42 -06'00'

**Dean/Chairman/Director Signature**

Pursuant to §13-1-126, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to award to the above referenced contractor were received. This Sole Source determination will be valid for the term indicated on page one (1) of this form.

August 24, 2020

**Purchasing Buyer**

**Date**

**Purchasing Director**

**Date**

Required Attachments:

- Letter from Contractor, if applicable.
- Campaign Contribution Form (Buyer)
- Other supporting documentation.



Salesforce.org, LLC  
 San Francisco, CA  
 94105  
 US

**ORDER FORM for Central New Mexico Community College -  
 Ingenuity, Inc.**  
 Proposal Number: **P-00490212**  
**Approved**  
 Proposed by: [Megan Heppner](#)

## ORDER FORM

### Address Information

Bill To:  
**525 Buena Vista Dr SE**  
**Albuquerque, NM 87106**  
**US**

Ship To:  
**525 Buena Vista Dr SE**  
**Albuquerque, NM 87106**  
**US**

Billing Company Name: **Central New Mexico Community College - Ingenuity, Inc.**  
 Billing Contact Name: [Victor Leon](#)  
 Billing Email Address: [vicleon@comcast.net](mailto:vicleon@comcast.net)

Billing Phone: 505-923-8039  
 Billing Language: **English**

### Terms and Conditions

Related Contract\*:  
 Start Date\*: **10/15/2020**  
 Contract End Date\*: **2/14/2021**

Payment Method:  
 Payment Terms: **Net 30**  
 Billing Frequency: **Annually**

### Products

Product	Order Start Date*	Order End Date*	Order Term (months)*	Monthly Price+	Quantity	Total Price
Customer Success Architect	10/15/2020	2/14/2021	4.00	USD 18,750.00	1	USD 75,000.00
<b>Total: USD 75,000.00</b>						

+ The Monthly Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly Price displayed above, and are the true and binding totals for this order.

\* If this Order Form is executed and/or returned to Salesforce.org, LLC by Customer after the Order Start Date above, Salesforce.org, LLC may adjust these terms, without increasing the Total Price, based on the date Salesforce.org, LLC activates the products above.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States, applicable taxes, if any, will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form.

### Salesforce.org Supplemental Terms

These subscriptions are also subject to the Salesforce.org Supplemental Terms available at <https://www.salesforce.com/company/legal/agreements.jsp>, which are hereby made part of this Order Form.

- Customer Success Architect**  
 The Customer Success Architect (CSA) subscription term starts on the Order Start Date and ends on the Order End Date set forth in this Order Form and is not calculated in hours or days. The CSA services will be provided half-time Monday through Friday, during the hours of 9 a.m. to 5 p.m. in the time zone where the CSA is located, except for holidays recognized by SFDC, paid time off (e.g., vacation, volunteer, sick time) in accordance with SFDC's PTO policies, and SFDC internal training days for the CSA (collectively "Administrative Days"). Customer acknowledges that the CSA will not be available to Customer on Administrative Days. SFDC will make commercially reasonable efforts to ensure that the number of Administrative Days taken during a 12-month term does not exceed thirty days (or the pro-rated number of days for the applicable subscription term). The CSA subscriptions may be applied only to CSA activities and not toward the purchase of any other SFDC product or service (including without limitation product subscriptions, support or professional services).

The CSA is an advisory role, and will advise Customer on such topics as architecture reviews, road map design and prioritization, [Force.com](https://www.salesforce.com) platform expertise, expert project guidance, and ongoing optimization planning. For clarity the CSA does not deliver implementation services (such as configurations or code) but can lead, evaluate and contribute to Customer's design efforts. CSA services shall not result in a transfer or assignment of intellectual property rights between the parties. CSA services will generally be provided remotely, but may be provided onsite at Customer's location subject to mutual agreement of Customer and SFDC. The CSA subscription fees do not include travel or related expenses; any such expenses incurred by a CSA in performing services for Customer will be separately invoiced to and reimbursed by Customer. The CSA subscriptions are non-cancelable and fees paid are nonrefundable. If Customer does not use the potential amount of CSA services purchased during the applicable subscription term, fees paid by Customer may not be refunded, extended, rolled over to another subscription period, or applied to another account or SFDC product or service.

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## Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please Select: (Customer to Complete)

No

Yes.

If yes, please complete the following:

PO Number: \_\_\_\_\_

PO Amount: \_\_\_\_\_

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Upon signature by Customer and submission to Salesforce.org, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce.org for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

This Order Form is governed by the terms of the salesforce.com Master Subscription Agreement found at <https://www.salesforce.com/company/msa.jsp>, unless (i) Customer has a written master subscription agreement executed by salesforce.com for such Services as referenced in the Documentation, in which case such written salesforce.com master subscription agreement will govern; or (ii) otherwise set forth herein. Notwithstanding the foregoing, if the subscriptions purchased on this Order Form are add-ons to preexisting subscriptions (e.g., additional subscriptions of a Service previously purchased during a subscription term) to be provisioned into an Org governed by an existing Master Subscription Agreement executed by Salesforce.org, then such subscriptions will be governed by that pre-existing Master Subscription Agreement until the point of renewal. "Org" means a unique instance of the applicable Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

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## Signature Block

**Central New Mexico Community College - Ingenuity, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Memorandum

August 24, 2020

Dear Central New Mexico Community College Executives,

This memo is being sent to state that a Salesforce.org Customer Success Architect (CSA) is a Salesforce.org employee, and as such, can only be retained for Salesforce.org pricing by contracting with us directly.

Should you have any questions, please do not hesitate to contact me at [mmezo@salesforce.com](mailto:mmezo@salesforce.com) or (801) 440-3378

Sincerely,

A handwritten signature in blue ink that reads "Michaela Mezo".

Michaela Mezo

VP, Community and Technical Colleges, US