



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment B

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT B TO THE AGREEMENT FOR  
ArcGIS PLANNING SOFTWARE  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
GEOGRAPHIC MAPPING TECHNOLOGIES CORPORATION  
Contract No. 2021-DR0118  
Amendment B Contract No. 2021-DR0118B**



ACQ  
WDRR  
WDRR

This **AMENDMENT B** to the **AGREEMENT FOR ArcGIS PLANNING SOFTWARE** (Amendment or Amendment B) is entered into in San Juan, Puerto Rico, this 8 of May, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **GEOGRAPHIC MAPPING TECHNOLOGIES CORPORATION (CONTRACTOR)**, with principal offices in 54 Mayaguez Street, San Juan, Puerto Rico, herein represented by Aurelio Castro Jiménez, in his capacity as President, of legal age, single, and resident of San Juan, Puerto Rico, duly authorized by Resolution by the CONTRACTOR.

### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on March 16, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for the acquisition of ArcGIS Planning Software, registered under Contract No. 2021-DR0118, for a maximum amount not to exceed **ONE MILLION NINETY-NINE THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$1,099,222.00)** from **Account Number: R02A01ADM-DOH-NA5001-1015**, ending on March 15, 2024 (**Agreement**).

**WHEREAS**, on May 25, 2021, the Agreement was amended via Amendment A, registered as Contract No. 2021-DR0118A, to incorporate a new attachment named **Attachment H**, which contains a Master Agreement document issued by the Environmental Systems Research Institute, Inc. (**Esri**) to provide license and usage guidelines. The Agreement's budget and termination date were not modified by Amendment A.

**WHEREAS**, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement nor release the Parties from their obligations under the Agreement.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

### II. SAVINGS CLAUSE

The information included in this Amendment B serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the

ACQ  
WORR  
following Articles III and IV of this Amendment B. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

### III. SCOPE OF AMENDMENT

The Planning Division has determined the necessity to modify the Agreement to acquire additional ArcGIS Program Licenses (**licenses**) to fulfill subrecipients' activities in the Whole Community Resilience Planning Program (**WCRP**) and the Municipal Recovery Planning Program (**MRP**). Therefore, **Attachment C** (Scope of Work) and **Attachment D** (Cost Form) will be amended to reflect the new total amount of licenses and services associated required. Consequently, the budget of the Agreement will be increased by **FIVE HUNDRED SIXTY THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND FORTY-THREE CENTS (\$560,996.43)** for a total amount of **ONE MILLION SIX HUNDRED SIXTY THOUSAND TWO HUNDRED EIGHTEEN DOLLARS AND FORTY-THREE CENTS (\$1,660,218.43)**. The Procurement Division performed a cost-reasonable analysis in accordance with the Procurement Manual for the CDBG-DR Program, concluding that the price and services for the extra licenses being acquired by Amendment B are reasonable. Additionally, the termination date of the Agreement will be amended to extend its duration for an additional twenty-four (**24**) months, ending on March 15, 2026. Lastly, **Attachment G** (Contractor Certification) is being replaced by an updated version, and a new attachment named **Attachment I** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement.

### IV. AMENDMENTS

- A.** The Parties agree to replace **Article II. TERM OF AGREEMENT, Paragraph A** as follows:
- A.** *This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The Term of this Agreement will be for a performance period of **sixty (60) months**, ending on March 15, 2026.*
- B.** The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:
- B.** *The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE MILLION SIX HUNDRED SIXTY THOUSAND TWO HUNDRED EIGHTEEN DOLLARS AND FORTY-THREE CENTS (\$1,660,218.43)** from **Account Numbers: R02A01ADM-DOH-NA5001-1015 and R02A01ADM-DOH-NA4190-22-000**.*
- C.** The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to add a new **Paragraph O** as follows:
- O. Non-Conflict of Interest Certification:** *The CONTRACTOR shall comply with **Attachment I** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.*

- ACQ  
WDRR  
WORR
- D. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to add a new **Paragraph P** as follows:

**P. Compliance with PRITS Administrative Order (PRITS-2023-001) Act No. 75 of July 25, 2019, as amended, "Puerto Rico Innovation and Technology Service Act of 2019":** The PRDOH hereby certifies that it received the approval of the Puerto Rico Innovation and Technology Service (PRITS) to execute this Agreement and that it complies with Act No. 75-2019, as amended. The CONTRACTOR, vendor, or provider of the good or service that is the object of this invoice or Agreement, consents and agrees that PRITS may contact the CONTRACTOR and request any and all information object of the goods and/or services provided to the Government of Puerto Rico, without the intervention or consent of the contracting and/or acquiring agency.

The CONTRACTOR or Supplier certifies that in no way will this Contract affect and/or negatively influence the current contractual commitments with said Government Dependencies of the Government of Puerto Rico. The CONTRACTOR specifically declares that this purchase or contracting order will in no way negatively affect other obligations of the CONTRACTOR or supplier, its affiliates, subsidiaries, and/or entities related to the Government of Puerto Rico. Said adverse impact includes but is not limited to, price, rate, execution time, and duplication of goods or services provided to the Government of Puerto Rico. At any time that the CONTRACTOR or Supplier notices such a possible adverse impact, it will be obliged to notify the Agency of such a situation, the Agency in turn is authorized to contact the component of the Government of Puerto Rico related to the adverse situation to discuss a solution, which may include that the contract or purchase order remain unchanged, be amended or terminated, leaving the CONTRACTOR or Supplier responsible for any impairment suffered by the Government of Puerto Rico if, due to its negligence or breach, it allowed the adverse situation will materialize. The CONTRACTOR or Supplier proactively undertakes not to enter into any additional contract or purchase order with the Government of Puerto Rico, if it can reasonably foresee that it does not have the capacity to assume a new contract or purchase order that adversely affects the obligations assumed by the CONTRACTOR or Supplier through contract or purchase order.

- E. The Parties agree to include new **Article LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** as follows:

**LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):**

A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.

B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

ACJ  
WDRR  
WORR

C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Highway and Transportation, Puerto Rico Electric Power Authority, Puerto Rico Department of Health, Municipality of Guaynabo, Municipality of Carolina, Municipality of Yauco, Municipality of Las Marías, Municipality of Mayaguez, Municipality of Fajardo, Municipal Revenue Collections Center, the Puerto Rico Police Bureau, the Municipality of Caguas, Puerto Rico Aqueduct and Sewer Authority, Municipality of San Juan, Municipality of Manatí, and the Puerto Rico Planning Board. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

- F. A revised **Attachment C** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Scope of Work). **Attachment C** (Scope of Work) will be amended to reflect the new total amount of licenses and services associated required. (**Attachment I** of this Amendment B).
- G. A revised **Attachment D** (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Cost Form). Attachment D (Cost Form) will be amended to reflect the new total amount of licenses and services associated required. The modified version displays the inclusion of costs pertaining to software update extensions affecting the totality of licenses and services provided. (**Attachment II** of this Amendment B).
- H. A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment III** of this Amendment B).
- I. A new attachment named **Attachment I** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment IV** of this Amendment B).

## V. HEADINGS

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

## VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement,

as amended, the policies and procedures promulgated under the CDBG-DR/MIT Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

#### **VII. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

#### **VIII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

#### **IX. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### **X. ENTIRE AGREEMENT**

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Agreement.

#### **XI. SEVERABILITY**

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

#### **XII. COMPLIANCE WITH ACT NO. 75 OF JULY 25, 2019, AS AMENDED**

The PRDOH hereby certifies that it received the approval of the Puerto Rico Innovation and Technology Service (**PRITS**) to execute this Amendment B and that it complies with Act No. 75-2019, known as the "Puerto Rico Innovation and Technology Service Act of 2019".

#### **XIII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

**XIV. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment shall so survive.

**IN WITNESS THEREOF**, the Parties hereto execute this Amendment B in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**GEOGRAPHIC MAPPING  
TECHNOLOGIES CORPORATION**

*William O. Rodríguez Rodríguez*

William O. Rodríguez Rodríguez (May 8, 2023 11:51 EDT)

William O. Rodríguez Rodríguez, Esq.  
Secretary

*Aurelio Castro Jiménez*

Aurelio Castro Jiménez  
President



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

ACG  
WRR  
WRR

**Attachment C**  
**SCOPE OF WORK**  
**ArcGIS Software Licenses**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Department of Housing**  
**(Revised for Amendment B)**

**1. Introduction and Overview**

The Puerto Rico Department of Housing (**PRDOH**) seeks to acquire geographic information system (**GIS**) software licenses. CDBG-DR Programs needs a centralized GIS platform that support the collection, storage, display, analyzed and share geographic data among the participants entities of the CDBG-DR funds, including the subrecipients. PRDOH GIS license acquisition will provide and supply the needs of both, PRDOH CDBG-DR Programs and the Subrecipients of the CDBG-DR funds.

The Vendor will be directly responsible for ensuring the accuracy, timeliness, and completion of all goods and services assigned under this contract. The scope of work presented is based upon circumstances existing at the time of solicitation.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this request for quotation or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) acquire the goods in phases; (iii) increase or decrease proposed quantities on all items; (iv) add or delete goods to the herein specified; (v) negotiate the price and/or terms of this purchase; and (vi) amend the contract of the Selected Vendor to, among others, extend its original duration, to amend the scope of work.

The licenses herein required are ArcGIS which has a sole authorized distributor in Puerto Rico. As such, a signed letter by the manufacturer must be submitted as proof of that in order to continue this process as a sole source acquisition.

**2. Requirements:**

The Vendor shall provide the PRDOH with ArcGIS Licenses in a competent, and professional manner satisfactory to the PRDOH in accordance with the terms and conditions herein included. The PRDOH shall be entitled to the satisfactory performance of all software licenses and server described herein and the full and prompt cooperation by the Vendor in all aspects.

- The Vendor must comply with the specifications, schedule and delivery of the software licenses and goods herein described.
- All price submitted by the Vendor shall comprise all expenses including incidental, installation, maintenance, or warranty costs. The PRDOH will not cover any additional costs, only the unit price submitted for the items herein included will be taken in consideration.
- The Vendor must not provide goods that will become unsupported by the manufacturer during the warranty or maintenance period. In the case any of the goods herein included became end of life or unsupported by the manufacturer, the Vendor shall be obliged to replace the goods with an equivalent that meets the applicable maintenance and warranty period, with similar or better specifications of the original, without that representing any additional financial obligation from the PRDOH.

ACQ  
 WRR  
 WORR

- All technical support or any warranty servicing from the manufacturer shall be generated and managed by the selected Vendor once contacted by the PRDOH.
- The Vendor must provide a single point of contact for all services related to the ArcGIS software.
- The software to be acquired shall include free software updates for, at minimum, the duration of term of the contract.

**3. Goods Specifications**

The GIS software must link spatial data to a specific location on a map; incorporate individual data layers; incorporate database management systems; incorporate the virtual servers on the cloud with the recommendations and best practices configurations for the deployment of ArcGIS Enterprise and all of its components, supporting 100 concurrent ArcGIS Enterprise Portal users; and incorporate tools for data compilation, geographic query, spatial analysis and geoprocessing, image visualization, and cartographic representation; among others.

The GIS software must offer the following key components and capabilities:

- Database management system (**DBMS**);
  - The DBMS must help organize, manage, and document data.
  - The data may include various types of spatial data such as vector, raster, and tabular as well as non-spatial data such as photographs, law enforcement records, and metadata.
  - The software must include routinely updates for the data.
- Tools for the input and manipulation of geographic information;
- Tools that support geographic query, analysis, and visualization;
- Map creation, interactive visualization, and spatial analysis capability;
- A graphical user interface (**GUI**) for easy access to tools and scripts;
- GIS data editing capabilities;
- Storage for historical snapshots of data;
- Quality control capabilities;
- Tools to manage workflows and job assignments;
- Tools to perform advance data translation and creation, and advance feature manipulation and processing;
- Tools to convert data for CAD, raster, dBASE, and coverage formats; and
- Among others.

The GIS Desktop software must be compatible with the following minimum system requirement:

Component	Specification
Processor	8th Generation Intel ® Core i7™
O/S	Windows 10 Pro 64, English
RAM	16GB, 1x16GB, 2400 MHz DDR4 Memory
Hard Drive	500GB SSD

Virtual server must satisfy the minimum system requirement and the best practices deployment for ArcGIS Enterprise Advance, and the concurrent use of 100 (one hundred) users.

**4. Delivery**

**4.1. Goods**

The PRDOH seeks to procure the following number of licenses and related services. Please use the amounts and specifications expressed below in the development of the quote submission.



Proposed quantities represent a reasonable estimate under this contract for solicitation purposes.

Goods	Quantity
GIS for Desktop (Advance)	15
GIS for Desktop (Standard)	35
GIS Online (Premium)	1
ArcGIS Navigator	1
ArcGIS Enterprise Advance	1
+ Parcel Fabric Service	1
ArcGIS Portal Creator User	40
ArcGIS Online Additional Service Credit Block (1,000 credits)	10
Extensions	
+ Image Server	1
+ Notebook Server	1
+ GeoAnalytics Server	1
+ Network Analyst extension for ArcGIS Desktop	5
+ Spatial Analyst extension for ArcGIS Desktop	5
+ Portal Field Worker	90
VM deployment (minimum of 7 virtual machines or best practices for ArcGIS Enterprise Advance system requirements) for 100 (one hundred) concurrent users.	5 TB of available space
GIS updates software installation	2 years
Include 2 years of license maintenance on both GIS software and Servers Operating Systems and related components.	Updates until March 15, 2026
Updates (until March 15, 2026)	
Update ArcGIS Desktop Advanced Concurrent Use Primary*	1
Update ArcGIS Desktop Advanced Concurrent Use Secondary*	9
Update ArcGIS Desktop Standard Concurrent Use Primary*	1
Update ArcGIS Desktop Standard Concurrent Use Secondary*	9
Update ArcGIS Spatial Analyst for Desktop Concurrent Use Primary*	1
Update ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary*	4
Update ArcGIS Network Analyst for Desktop Concurrent Use Primary*	1
Update ArcGIS Network Analyst for Desktop Concurrent Use Secondary*	4
ArcGIS Online Creator (Annual Subscription)*	1

ACG  
 WARR  
 WARR

Goods	Quantity
Update ArcGIS Enterprise Advanced Up to Four Cores*	1
Update ArcGIS Image Server Up to Four Cores*	1
Update ArcGIS Notebook Server Advanced*	1
Update ArcGIS GeoAnalytics Server Up to Four Cores*	1
ArcGIS Navigator App in ArcGIS Enterprise (Annual Subscription)*	1
ArcGIS Enterprise Mobile Worker (Annual Subscription)*	90
ArcGIS Insights (App) for ArcGIS Enterprise Annual Subscription (3 years)	1
ArcGIS Insights (App) for ArcGIS Online Annual Subscription (3 years)	1

ACG  
 WOPR  
 WORR

The vendor must guarantee the pricing during the first thirty-six (36) months after the execution of the contract. No changes in price will be allowed during the 36 months period.

The software acquisition includes the ArcGIS Enterprise Advance installation in PRDOH IT cloud infrastructure. The ArcGIS Enterprise Advance Installation will require the installation and deployment of the Virtual Server Machine within the ArcGIS Enterprise Advance best deployment practices to support among 100 concurrent users.

**The PRDOH reserves the right to acquire all or some of the goods herein required. Portal Licenses will be activated as needed with the charging fee started from the day of activation. Individual services will be required by PRDOH according to needs to start the activation period.**

**4.2. Schedule:**

The above-mentioned tasks will be delivered in the following matter:

- Within 12 days of executed contract:
  - Delivery and installation of the Servers Operating System and related components.
  - Delivery and installation of the ArcGIS Enterprise Advance and all its requirements' extensions.
- On a need-as basis:
  - The vendor will receive task orders in which the PRDOH will detail the type and number of licenses to be received no later than 5 calendar days from the date the request is sent to the vendor by the PRDOH.

**5. Warranty and maintenance**

- Two (2) years on-site next business day guarantee period additional to the first year contracted.
- All defective items **must be replaced within 3 days** at no additional cost to PRDOH.

**6. Documentation:**

The vendor must include the manufacturer technical documentation for each software. In addition, a printed and digital technical specifications list with software serial number by type and configuration must be provided prior to delivery of the goods.

ACQ  
WDRR  
WDRR

**7. Response Requirements**

In response to this request for quotation, the vendor should return the entire completed quotation with all herein requested documentation. Vendor should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The Vendor shall be responsible for completing the activities outlined in this Scope of Work. The Selected Vendor shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

**END OF DOCUMENT**



**ATTACHMENT D  
COST FORM**  
ArcGIS Sole Source Acquisition  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
(Revised for Amendment B)

ACQ  
WDRR  
WDRR

**Name of Vendor:** Geographic Mapping Technologies, Corp

Goods/Service	Units	Cost per Unit	12 months Cost	Additional period cost per unit	Total Price cost
GIS for Desktop (Advance)	1	\$15,400.00	\$15,400.00	\$3,300.00	\$6,600.00
GIS for Desktop (Advance) with volume discount	9	\$10,890.00	\$98,010.00	\$1,320.00	\$23,760.00
GIS for Desktop (Standard)	1	\$7,700.00	\$7,700.00	\$1,650.00	\$3,300.00
GIS for Desktop (Standard) with volume discount	9	\$6,930.00	\$62,370.00	\$1,320.00	\$23,760.00
GIS Online User	1	\$550.00	\$550.00	\$550.00	\$1,100.00
ArcGIS Navigator	1	\$66.00	\$66.00	\$66.00	\$132.00
ArcGIS Enterprise Advance	1	\$44,000.00	\$44,000.00	\$11,000.00	\$22,000.00
Parcel Fabric Service	1	\$0.00	\$0.00	\$0.00	\$0.00
Extensions:					
- Image Server	1	\$22,000.00	\$22,000.00	\$5,500.00	\$11,000.00
- Notebook Server	1	\$22,000.00	\$22,000.00	\$5,500.00	\$11,000.00
- GeoAnalytics Server	1	\$22,000.00	\$22,000.00	\$5,500.00	\$11,000.00
- Network Analyst extension for ArcGIS Desktop	5	\$2,750.00	\$13,750.00	\$550.00	\$5,500.00
- Spatial Analyst extension for ArcGIS Desktop	5	\$2,750.00	\$13,750.00	\$550.00	\$5,500.00
- Portal Field Worker	90	\$385.00	\$34,650.00	\$385.00	\$69,300.00
VM deployment (minimum of 7 virtual machines or best practices for ArcGIS Enterprise Advance system requirements) for 100 (one hundred) concurrent users.	5 TB of available space	\$100,000.00	\$100,000.00	\$100,000.00	\$200,000.00

ACQ  
 WOPR  
 WOPR

Goods/Service	Units	Cost per Unit	12 months Cost	Additional period cost per unit	Total Price cost
ArcGIS Enterprise Installation Services			\$31,008.00*	\$0.00	\$0.00
VM installations services		\$9,600.00	\$9,600.00	\$4,800.00	\$9,600.00
<b>Maintenance</b>					
- GIS update software installations			\$0.00		\$62,016.00*
- 3 years technical support for maintenance of Servers Operating Systems and related components.		\$95.00*/hr.	\$45,600.00*	\$95.00*/hr.	\$91,200.00*
<b>Additional Goods/Services Amendment B</b>					
GIS for Desktop (Advance)	1	\$15,400.00	\$15,400.00	\$3,300.00	\$6,600.00
GIS for Desktop (Advance) (Volume Discount)	4	\$12,474.00	\$49,896.00	\$1,320.00	\$10,560.00
GIS for Desktop (Standard)	3	\$7,700.00	\$23,100.00	\$1,650.00	\$9,900.00
GIS for Desktop (Standard) (Volume Discount)	22	\$6,930.00	\$152,460.00	\$1,320.00	\$58,080.00
ArcGIS Creator User Annual Subscription (3 years)	40	\$550.00	\$22,000.00	\$550.00	\$44,000.00
ArcGIS Online Additional Service Credit Block (1,000 credits)(3 years)	10	\$110.00	\$1,100.00	\$110.00	\$2,200.00
<b>Software update extension from 11/08/2024 to 5/31/2026</b>					
Update ArcGIS Desktop Advanced Concurrent Use Primary*	1	\$5,668.76	-	-	\$5,668.76
Update ArcGIS Desktop Advanced Concurrent Use Secondary *	9	\$2,267.62	-	-	\$20,408.58
Update ArcGIS Desktop Standard Concurrent Use Primary *	1	\$2,834.39	-	-	\$2,834.39
Update ArcGIS Desktop Standard Concurrent Use Secondary*	9	\$2,267.62	-	-	\$20,408.58
Update ArcGIS Spatial Analyst for Desktop Concurrent Use Primary*	1	\$944.79	-	-	\$944.79
Update ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary*	4	\$377.92	-	-	\$1,511.68

ACQ  
 WDRR  
 WDRR

Goods/Service	Units	Cost per Unit	12 months Cost	Additional period cost per unit	Total Price cost
Update ArcGIS Network Analyst for Desktop Concurrent Use Primary*	1	\$944.79	-	-	\$944.79
Update ArcGIS Network Analyst for Desktop Concurrent Use Secondary*	4	\$377.92	-	-	\$1,511.68
ArcGIS Online Creator (Annual Subscription)*	1	\$944.79	-	-	\$944.79
Update ArcGIS Enterprise Advanced up to Four Cores*	1	\$18,895.89	-	-	\$18,895.89
Update ArcGIS Image Server Up to Four Cores*	1	\$9,447.94	-	-	\$9,447.94
Update ArcGIS Notebook Server Advanced*	1	\$9,447.94	-	-	\$9,447.94
Update ArcGIS GeoAnalytics Server Up to Four Cores*	1	\$9,447.94	-	-	\$9,447.94
ArcGIS Navigator App in ArcGIS Enterprise (Annual Subscription)*	1	\$130.28	-	-	\$130.28
ArcGIS Enterprise Mobile Worker (Annual Subscription)*	90	\$661.36	-	-	\$59,522.40
ArcGIS Insights (App) for ArcGIS Enterprise Annual Subscription (3 years)	1	\$605.00	\$605.00	\$605.00	\$1,210.00
ArcGIS Insights (App) for ArcGIS Online Annual Subscription (3 years)	1	\$605.00	\$605.00	\$605.00	\$1,210.00
			-	-	
<b>Sub-Total</b>			<b>\$807,620.00</b>		<b>\$852,598.43</b>
<b>Total</b>					<b>\$1,660,218.43</b>

**Notes on Cost Form:**

- (1) All Cost per Unit include overhead, profit, installation, updates, royalties, reimbursements, fringe benefits, as well as any other additional fees and administrative costs applicable to the services. The overhead includes all cost related to acquire the required goods.
- (2) The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual licenses purchased.
- (3) Portal Licenses will be activated as needed with the charging fee started from the day of activation. Individual services will be required by PRDOH according to needs to start the activation period.
- (4) The PRDOH reserves the right to acquire all or some of the goods herein required.
- (5) ArcGIS Desktop Advance may include a volume discount if the licenses are acquired within the same order. Volume discount may vary by amount and date ordered.
- (6) ArcGIS Desktop Standard may include a volume discount if the licenses are acquired within the same order.
- (7) Cost Form amendment includes additional units when there is no change in unit cost. Cost Form includes new Goods/Service items when there is a different unit cost or new items not included in original contract.



ACQ

WDRR  
WDRR

# ATTACHMENT G

## CONTRACTOR CERTIFICATION REQUIREMENT

### GEOGRAPHIC MAPPING TECHNOLOGIES CORP.

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

(Name of individual or firm) N-A

(Principal terms and conditions of the contractual relation and role of the subcontractor) N-A

(Amount of proposed contract payable to each subcontractor)N-A

2. Neither the Contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

<sup>2</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the Contractor.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

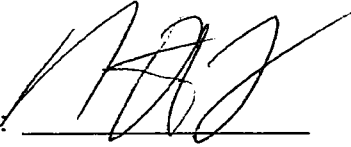
ACQ  
WDRR  
WDRR

5. Neither the Contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.
6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: ACT, AEE(LUMA), Dpto. De Salud, Dpto. de Vivienda, Mun. Guaynabo, Mun. Carolina, Mun. Yauco, Mun. Las Marías, Mun. Mayaguez, Mun. Fajardo, CRIM, Dpto de Seguridad Publica (Policía de PR), Mun, Caguas, AAA, Mun San Juan, Junta de Planificación, Mun Manatí, <sup>4</sup> The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

**"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."**

By: Aurelio Castro Jiménez

Signature: 

Position: President

Date: 30/03/2023

---

<sup>4</sup> The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.





ACG

WRR  
WRR

**ATTACHMENT I**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**GEOGRAPHIC MAPPING TECHNOLOGIES CORP.**

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Signature

March 30, 2023

Date

Aurelio Castro Jiménez

Printed Name

President

Position

# Amendment B (GMT CORP)

Final Audit Report

2023-05-08

Created:	2023-05-01
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVsjUQceHKj1_tneuisCm8m-O9757kqd

## "Amendment B (GMT CORP)" History

-  Document created by Arleene Rodríguez (amrodriguez@vivienda.pr.gov)  
2023-05-01 - 3:27:26 PM GMT
-  Document emailed to casttito@gmtgis.com for signature  
2023-05-01 - 3:33:36 PM GMT
-  Email viewed by casttito@gmtgis.com  
2023-05-01 - 3:59:43 PM GMT
-  Signer casttito@gmtgis.com entered name at signing as Aurelio Castro Jimenez  
2023-05-01 - 4:08:59 PM GMT
-  Document e-signed by Aurelio Castro Jimenez (casttito@gmtgis.com)  
Signature Date: 2023-05-01 - 4:09:01 PM GMT - Time Source: server
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature  
2023-05-01 - 4:09:05 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov  
2023-05-08 - 3:51:08 PM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-05-08 - 3:51:53 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)  
Signature Date: 2023-05-08 - 3:51:55 PM GMT - Time Source: server
-  Agreement completed.  
2023-05-08 - 3:51:55 PM GMT